

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of this 7th day of June 2016, by and between the Town of Sudbury (the "Town"), acting by and through its Board of Selectmen, and BPR Sudbury Development LLC, a Delaware limited liability company, acting only in its capacity as owner of the Site (as hereinafter defined) (the "Developer," and together with the Town, the "Parties").

This Agreement is entered into by the Parties in an effort to establish a framework to facilitate the redevelopment of an approximately 25 acre site (the "Site") located along Boston Post Road/Route 20, that is part of a larger approximately 50 acre site (the "Former Raytheon Property") formerly owned by the Raytheon Company ("Raytheon"). The Site is more particularly described and depicted on a certain plan of land entitled "Master Development Plan" (the "Master Plan") attached hereto and incorporated herein as **Exhibit A**.

Raytheon, formerly the Town's largest taxpayer, operated an office/research and development complex at the Former Raytheon Property for more than fifty years, providing numerous fiscal, employment, and other benefits to the Town. In December 2015, as part of its planned phased withdrawal from the Former Raytheon Property, Raytheon sold the Former Raytheon Property to the Developer. Raytheon's withdrawal from the Former Raytheon Property represents a significant loss to the Town but also presents opportunities. The Parties recognize that a coordinated, comprehensive, and expeditious approach to redevelopment of the Former Raytheon Property is mutually beneficial and desirable in that it represents a unique opportunity to fulfill several Town needs and goals. It is anticipated that the substantial private investment to be made in a mixed-use redevelopment of the Site would, among other things, restore a significant and reliable source of municipal tax revenue to the Town; serve as a model and catalyst for the future economic development of the Route 20 corridor, an important Town planning objective; and generate new jobs and revenues while providing desirable amenities to the community.

In response to the Town's interest in realizing a mixed-use redevelopment of the Former Raytheon Property, the Developer has proposed to construct a multi-phase development at the Site generally consisting of approximately sixty units of age-restricted, active-adult housing (the "Age-Restricted Housing Component"); up to fifty-four beds within an assisted living/memory care facility; approximately 80,000 square feet of retail, restaurant, and convenience uses (the "Retail Component"), which Retail Component includes an approximately 45,000 square foot grocery store; and accessory parking and related site improvements (collectively, the "Project"). The Project accomplishes several key redevelopment goals of the Board of Selectmen and the Planning Board as articulated in a letter to Raytheon dated February 25, 2015. The Site is currently zoned Limited Industrial District ("LID"), with a small portion zoned as residential. Under current zoning by-laws, the proposed Project would not be allowed. In particular, nursing or convalescent home and assisted care facility, personal service establishment, restaurant, ATMs, kiosks, and residential care facility are among the uses not presently allowed in the LID.

The Project will be complemented by the construction of a multifamily affordable housing residential project on an adjoining approximately 17 acre portion of the Former Raytheon Property, consisting of a two-hundred-and-fifty unit rental housing community to be developed

by Sudbury Avalon, Inc., for which an application for a comprehensive permit has been filed under M.G.L. Chapter 40B (“Avalon Sudbury”). The comprehensive permit application is currently under review by the Sudbury Zoning Board of Appeals (“ZBA”), which, at the close of the public hearing, is expected to issue a comprehensive permit for Avalon Sudbury. While Avalon Sudbury is not subject to the Master Plan and is therefore not a part of the “Project” under this Agreement, Avalon Sudbury’s relevant impacts have been considered in the assessment of the Project, its impact on the Site and surroundings (e.g., traffic, stormwater management and fiscal impacts), and with respect to the community benefits agreed upon by the Developer under Section 4.2 of this Agreement.

In order to facilitate the Project, the Parties wish to cooperate to present certain warrant articles to a town meeting in furtherance of the Project, including, without limitation, (i) the adoption of a new zoning by-law to govern the Site, entitled, “Section 4700. Mixed Use Overlay District” (“MUOD”); (ii) the approval of the Master Plan; and (iii) the authorization of the Board of Selectmen to accept the conveyance of certain land and easements to the Town, and, if necessary, to convey easements to the Developer (collectively, the “Town Meeting Articles”). The Board of Selectmen and the Planning Board are willing to cooperate with the Developer in support of the Town Meeting Articles, the Project and Avalon Sudbury subject to the terms and restrictions set forth in this Agreement and the completion of the Developer’s obligations, and the Developer is willing to impose such restrictions and undertake and complete such obligations, as set forth in this Agreement.

The Parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the Project.

1. GENERAL

- 1.1 The Developer shall comply with applicable rules, regulations and by-laws of the Town, the Commonwealth of Massachusetts, and federal agencies as they apply to the construction, maintenance and operation of the Project, including, without limitation, compliance with the Wetlands Protection Act, the Massachusetts Environmental Policy Act (MEPA), and the State Building Code.
- 1.2 The applicable terms of this Agreement shall be incorporated by reference in the Conformance Recommendation issued by the Planning Board for the Project as authorized by the adoption of the MUOD by Town Meeting, and shall be binding upon the Developer and any successor in interest to the Project (or component thereof), as provided in Section 5.3 of this Agreement. Any non-monetary violation hereof may be treated as a violation enforceable by the Building Inspector following notice and opportunity to cure.

2. TRAFFIC MITIGATION

- 2.1 The Developer agrees to complete, at its sole cost and expense, the traffic and pedestrian improvements specified in the Conformance Recommendation. The total cost for the design and construction of these improvements is estimated to be approximately \$2,000,000. The design of these improvements has been reviewed by an independent traffic engineer hired by the Town to ensure the adequacy of these improvements to

provide for safe travel by residents, employees and visitors of the Project and Avalon Sudbury while also enhancing safe traffic movement to adjoining properties and along the Route 20 corridor. In addition, the Developer agrees to implement the Traffic Demand Management program specified in the Conformance Recommendation.

3. CONFORMANCE RECOMMENDATION

- 3.1 Pursuant to Section 4742 of the MUOD, the Master Development Plan for the MUOD Project must receive a Conformance Recommendation from the Planning Board in order to be approved by Town Meeting, which may include conditions, limitations, and safeguards. Developer agrees to comply with the Planning Board's Conformance Recommendation in connection with the MUOD Project, including all conditions, limitations and safeguards set forth therein, and said Conformance Recommendation is incorporated herein by reference as if it were set forth herein.

4. COMMUNITY BENEFITS

Upon completion and full occupancy, the Project is anticipated to generate estimated gross tax revenues in excess of \$1,700,000 annually with anticipated net revenues in the range of \$571,500 (per Town's fiscal peer review) to \$694,400 (per Developer's financial analysis) annually, after covering projected municipal service costs associated directly and indirectly with the Project and Avalon Sudbury, including fire, police, schools, public works, inspectional services, health department, ambulance, and other costs. To contribute further to the Town's fiscal well-being above and beyond the projected significant annual tax revenue generated from the Project, Developer agrees to take the following measures:

- 4.1. Within ninety days of issuance of the first certificate of occupancy for the Retail Component of the Project (unless such period is extended for good cause with the agreement of the parties), Developer shall convey to Town for consideration of \$1.00 a parcel of land shown as "Lot 6" on the plan attached hereto as **Exhibit B** (land area of approximately 8,000 square feet of commercial property along with accompanying easements is estimated by Developer to be worth approximately \$200,000) for general municipal purposes, to accommodate the construction of a potential future fire station in place of the existing fire station on the adjacent Town land ("Future Fire Station"). To facilitate this land conveyance for the Future Fire Station, the Town agrees to cooperate, to the extent permissible by law, in obtaining any necessary modification to the permits and approvals obtained in order to construct and operate the Project. The Developer and the Town further agree to cooperate in granting one another all necessary right-of-way easements over the ways and parking lots shown on said plan for access/egress and utilities to and from a Future Fire Station and the Project. Developer also agrees, subject to (i) the approval by MassDEP of an expansion of the existing on-site wastewater treatment plant on the Former Raytheon Property ("WWTP") and (ii) all applicable regulations, to allow a Future Fire Station to discharge its waste water into the WWTP, and to provide connections and easements for such wastewater discharge at no cost to the Town (the value of such sewer rights estimated at approximately \$25,000). Developer also agrees to allow a Future Fire Station to discharge its storm water into the Developer's storm water system, and to provide connections and easements for such storm water discharge at no cost to the Town

(the value of stormwater rights and easements estimated at \$25,000). Developer also agrees to perform periodic landscape maintenance surrounding a Future Fire Station in conjunction with their maintenance of the Project (the value of this landscape maintenance is estimated at approximately \$10,000 annually).

- 4.2 Developer agrees to make the following additional one-time fiscal contributions to the Town to advance the interests of the Town and to enhance Town resources; the payments set forth below shall be tendered by the Developer to the Town in accordance with the payment schedule set forth at **Exhibit C** attached hereto:
- a. Developer agrees to make a contribution of \$500,000 to the Town for the maintenance, construction, and reconstruction of fields for recreational use, said funds to be expended either for existing fields or toward the construction of new fields in its sole discretion.
 - b. Developer agrees to make a contribution of \$850,000 to the Town for public safety purposes, to be used by the Town in its sole discretion.
 - c. Developer agrees to make a contribution of \$100,000 to the Town for the Senior Center to provide for senior citizen transportation needs, to be used by the Town in its sole discretion.
 - d. Developer agrees to make a contribution of \$850,000 to the Town to provide for improved technology for the Town's schools and/or other municipal buildings, to be used by the Town in its sole discretion.
 - e. Developer agrees to make a contribution of \$80,000 towards the design of the Future Fire Station, to be used by the Town in its sole discretion.
 - f. Developer agrees to make a contribution of \$15,000 towards the implementation of a section of sidewalk along Boston Post Road from 501 Boston Post Road (CVS) to Nobscot Road, to be used by the Town in its sole discretion.
 - g. Developer agrees to make a contribution of \$100,000 to fund any fiscal mitigation requirements or off-site mitigation obligations that may be imposed as lawful conditions of a comprehensive permit issued by the ZBA for Avalon Sudbury. To the extent the comprehensive permit does not require any or all funds from this contribution be used to satisfy fiscal requirements, such unallocated funds may be used for other municipal purposes as determined by the Board of Selectmen. To the extent the comprehensive permit imposes conditions on Avalon Sudbury that require fiscal mitigation payments or off-site mitigation obligations that exceed this contribution, such conditions shall be fully satisfied by the reallocation of funds from the other contributions set forth in this Section, as may be determined by the Selectmen, such that the total fiscal contributions due under this Agreement and as mitigation payments, if any, required under the comprehensive permit shall not exceed \$2,495,000, the aggregate amount of the contributions agreed to in this section.

5. MISCELLANEOUS

5.1 Reimbursement of Town Review Fees

Prior to issuance of the first Certificate of Occupancy for the Project, the Developer agrees to reimburse the Town for its reasonable legal fees in connection with any review or advice related to the Town Meeting Articles, this Agreement, and the construction and permitting of the Project; and the costs of the special town meeting of June 13, 2016, at which the Town Meeting Articles will be considered. Upon approval of Town Meeting of the Town Meeting Articles, the Developer also agrees to make a payment of \$20,000 to pay for outside consultants contracted by the Town to review site plans and stormwater management plans submitted for Conformance Review on the age-restricted housing, assisted/memory care and village retail components of the Master Plan. These funds shall be held in escrow by the Planning Board for this purpose, and any funds remaining after completion of the plan reviews shall be returned to the Developer

5.2 Forbearance from Suit

The Parties shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provision(s) of this Agreement, and the Developer shall procure written acknowledgment that such forbearance shall bind any successor or assign. Such forbearance shall not preclude any Party from bringing any action for breach of contract on the part of the other Party or acts of intentional misconduct with respect to matters contemplated herein.

5.3 Successors and Assigns

The Parties agree that the Developer may subdivide the Site (including through the creation of one or more condominiums or long term ground leases) and may transfer all or any subdivided portion of the Site to another entity (each a "New Entity"), subject to the Developer's and any New Entity's acknowledgement that:

- (a) This Agreement shall run with title to each subdivided portion of the Site and shall be binding upon the Developer insofar as it is the owner of the Site, and each of its successors or assigns as to the obligations which arise under this Agreement during their respective periods of ownership of the Site and/or their respective subdivided portion(s) thereof, provided that each predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the Town, 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 Board of Selectmen with respect to such successor's subdivided portion(s) of the Site; and
- (b) The obligations created hereunder shall not be treated as assumed by any New Entity until such notice is delivered to the Town.

5.4 Notices

Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:

Town: Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
Attn: Town Manager

Developer: BPR Development LLC
c/o National Development
2319 Washington Street
Newton Lower Falls, MA 02462

with a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110-3333
Attn: Peter L. Tamm, Esq.

5.5 Force Majeure

The Developer shall not be considered to be in breach of this Agreement for so long as the Developer 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 the Developer.

5.6 Default; Opportunity to Cure

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Developer shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the Town. No default hereunder by the owner (whether the Developer or a New Entity) of any subdivided portion of the Site shall be deemed to be a default by any other owner (whether the Developer or a New Entity) of any other subdivided portion of the Site.

5.7 Limitations on Liability

The obligations of the Developer or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against

any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of the Developer or a New Entity is in all cases limited to their interest in the Site or subdivided portion thereof at the time such liability is incurred and shall not extend to any other portion of the Site for which another party has assumed responsibility pursuant to Section 5.3 hereof. In the event that all or any portion of the Site is subjected to a condominium regime or a long term ground lease, the condominium association or the ground lessee, as applicable, shall be deemed to be the owner/New Entity of the affected portion of the Site.

5.8 Estoppels

Each Party agrees, from time to time, upon not less than twenty-one days' prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in reasonable detail); (ii) that the party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that there are no uncured defaults of either party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and (iv) any other information reasonably requested by the party seeking such statement. If the Party delivering an estoppel certificate is unable to verify compliance by the other Party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this Section 5.8 shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, mortgagee or other party having an interest in the Project. The Town Manager is hereby authorized to execute and deliver any such estoppel certificate on behalf of the Board of Selectmen.

5.9 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Middlesex.

5.10 Entire Agreement; Amendments

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. This Agreement may not be amended, altered or

modified except by an instrument in writing and signed by the Parties hereto. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Board of Selectmen.

5.11 Interpretation

Capitalized terms used but not defined herein shall have the meanings assigned to them under the Town of Sudbury Zoning By-Law (Article IX).

5.12 Cooperation

The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Project or the implementation of the goals and objectives of this Agreement.

In connection with Avalon Sudbury, upon issuance of a comprehensive permit by the ZBA, and if requested by the Developer, the Town, acting through its Board of Selectmen, agrees to reasonably cooperate in the conversion of Avalon Sudbury to a so-called Local Initiative Program (“LIP”) project by signing a LIP application with Massachusetts Department of Housing and Community Development (“DHCD”) consistent with Avalon Sudbury as approved in the comprehensive permit within thirty days of receipt from the Developer of a complete LIP application. The conversion to a LIP shall be subject to the approval of the ZBA of the conversion to a LIP as an insubstantial change or the conversion is deemed an insubstantial change pursuant to 760 CMR 56.05(11). The Town shall not require any further mitigation or payments of any kind from the Developer in connection therewith. The Town further covenants and agrees to cooperate with the Developer as it takes whatever further steps as may be reasonably necessary to cause the LIP application to be finally approved by DHCD for Avalon Sudbury as approved in the comprehensive permit.

5.13 Compliance

The Developer acknowledges and agrees that the Town, operating through its officers and employees and upon notice to the Developer, shall have the right to enter the Site as reasonably necessary to inspect to confirm compliance with the terms of this Agreement.

5.14 Counterparts; Signatures

This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

5.15 Record Notice

A notice of this Agreement in a form reasonably acceptable to the Developer may be recorded with the Middlesex (South) Registry of Deeds.

5.16 No Third-Party Beneficiaries

Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby.

5.17 Effectiveness; Term

In accordance with Section 4765 of the MUOD, nothing in this Agreement shall be construed to require the Developer to construct or complete all or any portion of the MUOD Project. If, but only if, the Developer decides to undertake the MUOD Project, this Agreement shall not become effective until the applicable Town Meeting Articles are approved or deemed approved, substantially in the form submitted for Town Meeting vote, by the Attorney General's Office of the Commonwealth of Massachusetts in accordance with M.G.L. c. 40, §§ 32, 32A and M.G.L. c. 40A, § 5, the date on which this Agreement becomes effective being referred to as the "Effective Date". The terms of this Agreement may be incorporated into any permit or approval, including the Conformance Recommendation, issued by the Planning Board for the MUOD. The development of the Site is limited to the Project as proposed; any modification or extension of the Project, other than de minimus changes, shall require an amendment to this Agreement.

EXECUTED under seal as of the date and year first above written,

TOWN OF SUDBURY BOARD OF SELECTMEN

By: Susan M. Aultrano
Name:
Its:
Hereunto Duly Authorized

BPR SUDBURY DEVELOPMENT LLC,
a Delaware limited liability company

By: [Signature]
Name: John J. O'Neil, III
Its:
Hereunto Duly Authorized

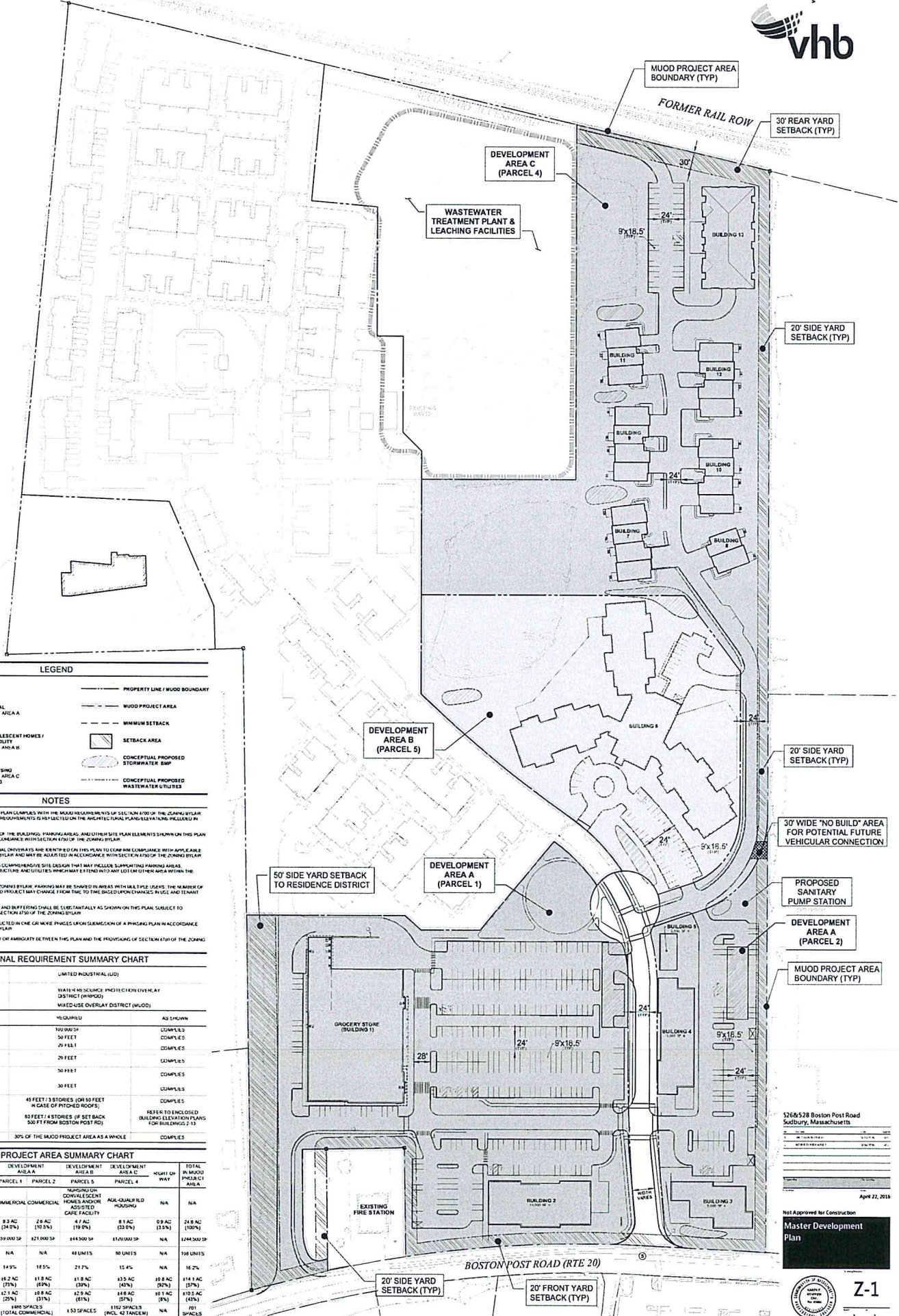
LIST OF EXHIBITS

Exhibit A – Master Plan

Exhibit B – Land/Easement Conveyance Plan for Future Fire Station

Exhibit C – Schedule of Payments

EXHIBIT A
Master Plan



LEGEND

DEVELOPMENT AREAS	
	RETAIL / COMMERCIAL DEVELOPMENT AREA A (BUILDINGS 1-4)
	MUNICIPAL OR CONVENTIONAL HOMES / ASSISTED CARE FACILITY DEVELOPMENT AREA B (BUILDINGS 5-8)
	AGE-QUALIFIED HOUSING DEVELOPMENT AREA C (BUILDINGS 9-13)
	PROPERTY LINE / MUOD BOUNDARY
	DEVELOPMENT AREA BOUNDARY
	MINIMUM SETBACK
	SETBACK AREA
	CONCEPTUAL PROPOSED STORMWATER BMP
	CONCEPTUAL PROPOSED WASTEWATER UTILITIES

NOTES

- THE MUOD PROJECT IS SUBJECT TO THE PLAN COMPLIANCE WITH THE MUOD REQUIREMENTS OF SECTION 4700 OF THE ZONING BYLAW. COMPLIANCE WITH MAXIMUM HEIGHT REQUIREMENTS IS SUBJECT TO THE ARCHITECTURAL PLAN-SEVERAL FUTURE REGULATORY. THE MUOD PROJECT'S SUBMISSION.
- THE LOCATION AND CONFORMATION OF THE BUILDINGS, PARKING AREAS, AND OTHER SITE PLAN ELEMENTS SHOWN ON THIS PLAN ARE SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH SECTION 4700 OF THE ZONING BYLAW.
- IMPROVEMENTS OF PARKING AND INTERNAL DRIVEWAYS ARE IDENTIFIED ON THIS PLAN TO COMPLY WITH APPLICABLE ZONING'S STANDARDS OF THE ZONING BYLAW AND MAY BE ADJUSTED IN ACCORDANCE WITH SECTION 4700 OF THE ZONING BYLAW.
- THE MUOD PROJECT PROVIDES FOR A CONCEPTUAL SITE DESIGN THAT MAY INCLUDE SUPPORTING PARKING AREAS, ACCESSWAYS, DRIVEWAYS, AND UTILITIES WHICH MAY EXTEND INTO ANY LOT OR OTHER AREA WITHIN THE MUOD.
- AS PERTAINING TO SECTION 4700 OF THE ZONING BYLAW, PARKING SHALL BE SHOWN IN AREAS WITH MULTIPLE DRIVEWAYS. THE NUMBER OF SPACES CONTAINED WITHIN THE MUOD PROJECT MAY CHANGE FROM TIME TO TIME BASED UPON CHANGES IN USE AND TENANT REQUIREMENTS.
- PARKING LOT LANDSCAPING, LAYOUT, AND BUFFERING SHALL BE SUBMITTANT AS SHOWN ON THIS PLAN SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH SECTION 4700 OF THE ZONING BYLAW.
- THE MUOD PROJECT MAY BE CONSTRUCTED IN ONE OR MORE PHASES UPON SUBMISSION OF A PHASING PLAN IN ACCORDANCE WITH SECTION 4700 OF THE ZONING BYLAW.
- IN THE EVENT OF ANY INCONSISTENCY OR AMBIGUITY BETWEEN THIS PLAN AND THE PROVISIONS OF SECTION 4700 OF THE ZONING BYLAW, THIS PLAN SHALL GOVERN.

DIMENSIONAL REQUIREMENT SUMMARY CHART

ZONING DISTRICT	LIMITED INDUSTRIAL (LI)
OVERLAY DISTRICT(S)	WATER USE SOURCE PROTECTION OVERLAY DISTRICT (WUPOD) WATER-USE OVERLAY DISTRICT (MUOD)
MUOD REQUIREMENTS	AS SHOWN
MUOD PROJECT AREA	COMPLES
FRONT YARD SETBACK	COMPLES
MINIMUM FRONT YARD SETBACK	COMPLES
MINIMUM SIDE YARD SETBACK	COMPLES
MINIMUM SIDE YARD SETBACK TO RESIDENCE DISTRICT	COMPLES
MINIMUM REAR YARD SETBACK	COMPLES
MAXIMUM BUILDING HEIGHT	45 FEET 3 STORES (OR 50 FEET IN CASE OF PITCHED ROOF) COMPLES
MAXIMUM BUILDING COVERAGE	30% OF THE MUOD PROJECT AREA AS A WHOLE COMPLES

MUOD PROJECT AREA SUMMARY CHART

LAND USE	DEVELOPMENT AREA A (PARCEL 1)		DEVELOPMENT AREA B (PARCEL 2)		DEVELOPMENT AREA C (PARCEL 3)		DEVELOPMENT AREA D (PARCEL 4)		TOTAL (IN MUOD PROJECT AREA)
	AREA (AC)	% OF TOTAL	AREA (AC)	% OF TOTAL	AREA (AC)	% OF TOTAL	AREA (AC)	% OF TOTAL	
LAND AREA** (TOTAL ACRES % OF TOTAL)	8.3 AC (24.7%)	2.8 AC (8.2%)	4.7 AC (13.7%)	8.1 AC (23.9%)	0.9 AC (2.7%)	24.8 AC (72.9%)			24.8 AC (72.9%)
TOTAL BUILDING SQUARE FOOTAGE	109,000 SF	121,000 SF	144,500 SF	171,000 SF	N/A	1,141,500 SF			1,446,000 SF
UNIT COUNT FOR RESIDENTIAL	N/A	N/A	48 UNITS	80 UNITS	N/A	168 UNITS			168 UNITS
BUILDING COVERAGE (AS % OF DEVELOPMENT PARCEL)	14.9%	18.5%	21.7%	15.4%	N/A	16.2%			16.2%
IMPERVIOUS SURFACE AREA** (AS % OF DEVELOPMENT PARCEL)	18.2 AC (25%)	11.8 AC (16%)	11.8 AC (16%)	13.5 AC (18%)	10.8 AC (14%)	114.1 AC (46%)			114.1 AC (46%)
IMPERVIOUS SURFACE AREA (AS % OF DEVELOPMENT PARCEL)	12.1 AC (15%)	10.8 AC (14%)	12.1 AC (15%)	14.8 AC (19%)	10.8 AC (14%)	110.2 AC (44%)			110.2 AC (44%)
NUMBER PARKING SPACES	148 SPACES (TOTAL COMMERCIAL)	153 SPACES (TOTAL COMMERCIAL)	153 SPACES (TOTAL COMMERCIAL)	153 SPACES (TOTAL COMMERCIAL)	N/A	701 SPACES			701 SPACES

** LAND AREA INCLUSIVE OF YARD SETBACK AREA
IMPERVIOUS COVERAGE IS EXCLUSIVE OF ANY ROUTE 20 WIDENING OR IMPROVEMENTS RELATED TO THE POTENTIAL FUTURE FIRE STATION EXPANSION

5268528 Boston Post Road
Sudbury, Massachusetts

April 22, 2019

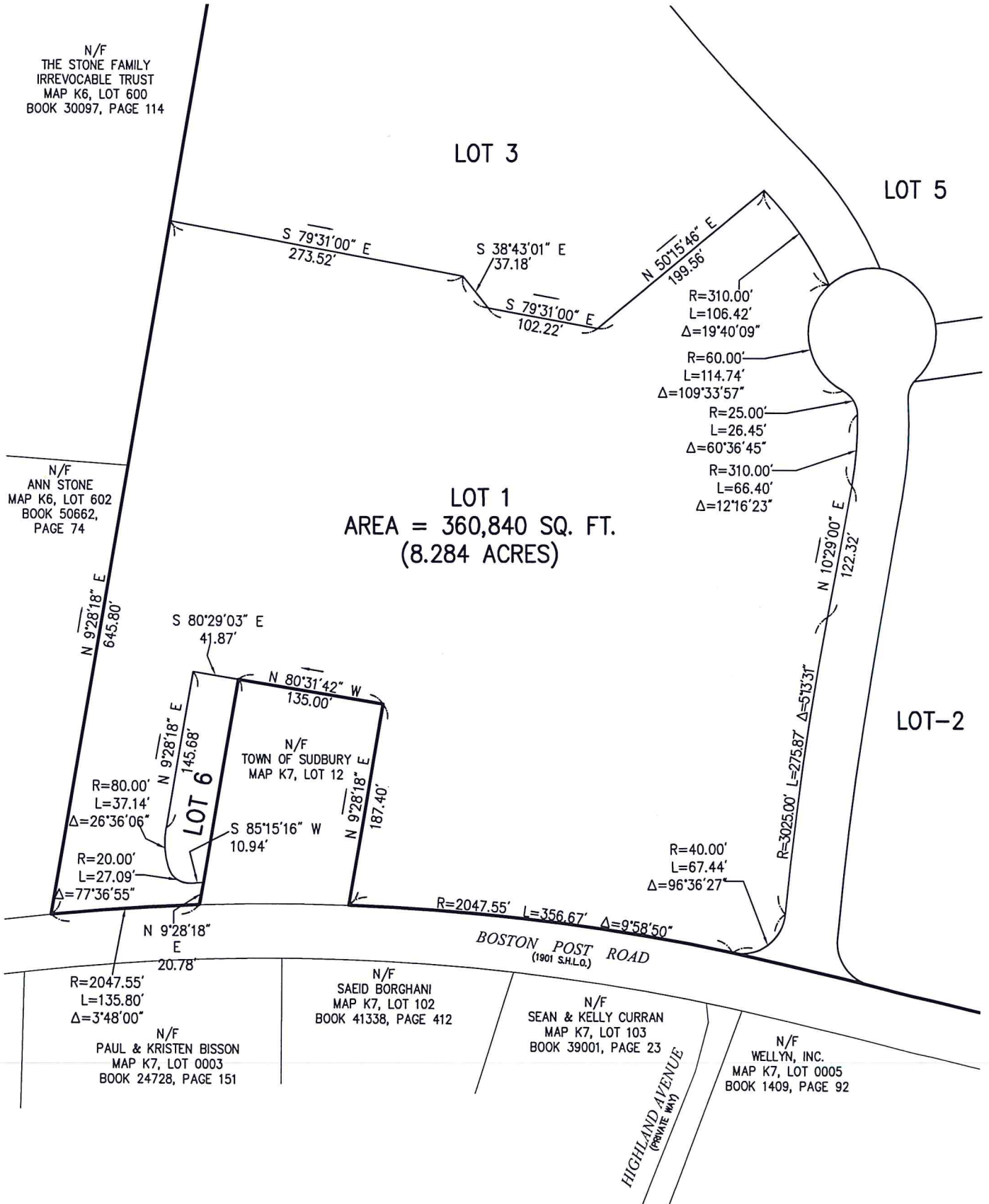
Not Approved for Construction
Master Development Plan

Z-1

1 1

5/16/19 11:25:00

EXHIBIT B
Land/Easement Conveyance Plan for Future Fire Station



0 60 120 Feet



Boston Post Road
 Sudbury, MA

Lot-1 Exhibit

5/23/2016

EXHIBIT C

Schedule of Developer Contributions in Development Agreement¹

Sec.	Contribution Purpose	Amount	Timing
4.2.a	Contribution towards Development of Recreational Fields	\$500,000	<ul style="list-style-type: none"> • \$250,000 (50%) payable prior to issuance of first certificate of occupancy for building within the Retail Component of the Project; • \$250,000 (50%) payable prior to issuance of certificate of occupancy for the final building within the Retail Component of the Project.
4.2.b	Contribution towards Public Safety	\$850,000	<ul style="list-style-type: none"> • Payable prior to the issuance of first building permit within Avalon Sudbury.
4.2.c	Contribution to Senior Center	\$100,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit for the Project.
4.2.d	Contribution towards Technology for Schools and/or Municipal Buildings	\$850,000	<ul style="list-style-type: none"> • \$425,000 (50%) payable prior to issuance of first building permit for the Age-Restricted Housing Component of the Project; • \$425,000 (50%) payable prior to the first certificate of occupancy for the Age-Restricted Housing Component of the Project.
4.2.e	Contribution towards Design of Future Fire Station	\$80,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit within the Project.
4.2.f	Contribution towards Sidewalk from CVS to Nobscot Road	\$15,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit within the Project.
4.2.g	Contribution to towards potential comprehensive permit fiscal requirements or other municipal purposes	\$100,000	<ul style="list-style-type: none"> • Payable upon issuance of first building permit for Avalon Sudbury

¹ Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Development Agreement. The payments noted in this exhibit are obligations required of the Developer in addition to and not in lieu of the actual tax revenue generated from the Project and the other non-monetary Developer commitments set forth in the Development Agreement, including those additional commitments made in furtherance of a Future Fire Station (i.e., land contribution, sewer/stormwater rights and ongoing obligation of landscape maintenance) and the Route 20 traffic improvements as described therein.