DEVELOPMENT AGREEMENT

This Development Agreement dated as of May ___, 2013, is entered into by and between the Town of Maynard, acting by and through its Board of Selectmen and Planning Board (collectively "Maynard" or "the Town")) and Capital Group Properties, LLC, a Delaware limited liability company with a principal place of business at 259 Turnpike Road, Site 100, Southborough MA 01772 (the "Developer"), for the property located at 129 Parker Street, Maynard MA including 58.30 +/- acres (the "Property" see Description in **Exhibit "A"**) which is owned by LSREF2 Clover REO 2, LLC a Delaware limited liability company with an address of 2711 N. Haskell Avenue, Suite 1800, Dallas, TX 75204 (the "Owner") pursuant to section 9.3.3(11) Neighborhood Business Overlay District ("NBOD") of the Town of Maynard Protective Zoning Bylaw (the "Bylaw") as amended through May 19, 2013.

RECITALS

WHEREAS; The Owner has authorized the Developer in accordance with Exhibit "B" to enter into this Development Agreement and file a Concept Plan with and propose zoning amendment to Town Meeting concerning the Property.

WHEREAS; the Property is subject to an existing proposal and approval for the redevelopment of the Property pursuant to section 9.3 of the Bylaw as amended through October, 2011, more fully described in Memorandum of Agreement dated 12/20/06 ("MOA") between Maynard and 129 Parker Avenue, LLC ("Former Developer"). The Former Developer, was granted an agreement by the Town to defer payment of real estate taxes ("TIF"). The Town has determined that no portion of the development was undertaken and none of the provisions of the MOA were completed.

WHEREAS; Given the passage of time and the inability of the Former Developer to undertake the project, the Developer wishes to change the prior proposal to a proposal which is mutually acceptable to Maynard and the Developer; and

WHEREAS; the Developer is proposing a development substantially in the form attached hereto as **Exhibit "C"** (the "Proposal" or "Concept Plan") which includes:

- 250 units of residential development (containing not more than 400 bedrooms) none of which are proposed to include three bedrooms in the following distribution: 45.6% will be one bedroom or one bedroom with a den(the den shall not be convertible to an additional bedroom); 54.4% will be two bedroom or two bedroom with a den (the den shall not be convertible to a bedroom);

- 118,000 sq ft retail structure, in which no single tenant or related entity under common control will occupy more than 85,000 sq ft

- Not more than five retail structures totaling 29,000 sq ft combined
- Not more than two retail structures totaling 50,000 sq. ft. combined
- Not more than two retail structures totaling 14,000 sq. ft. combined
- 117,000 sq ft retail structure, in which no single tenant or related entity under common control will occupy more than 85,000 sq ft
- A 50,300 sq ft existing structure for community use; and

WHEREAS; the Owner currently pays approximately $88,000 in taxes to the Town of Maynard for the Property for real estate taxes; and

WHEREAS; according to the Town's financial consultant, Stantec, as more fully set forth in the report of the Edward J. Collins, Jr. Center for Public Management prepared for the Town (the "Collins Center Report") and which is dated March 25, 2013, it is estimated that the following gross revenues will be received by the Town annually if the Proposal were to be developed:

Category	Collins Center (Stantec)
Excise Tax	$88,425
Real Estate Tax	$2,280,926
Food and Beverage Tax	$35,625
CPA Surcharge	$34,214
Personal Property	(not included in estimate)
Total Gross Revenue	$2,439,190

and

One Time Bldg Permit Fee(s)	$871,750

WHEREAS; Stantec estimated that the Project will have the following impact on the Town Services and finances:

- $1,579,779.00; and

WHEREAS; Stantec estimated that the Project will have a net positive annual revenue impact on the Town in the amount of $868,300.00; and

WHEREAS; Stantec estimated the following new jobs will be created by the Proposal:

- Approximately 499 jobs during construction; and
- Approximately 426 Full Time Equivalent retail jobs; and

WHEREAS; during the Planning Board public hearing for the proposed zoning amendment the Developer agreed to make certain traffic improvements as part of the development as more fully set forth herein and in addition the Developer agreed to undertake additional studies as more fully set forth on **Exhibit H**.

WHEREAS; the Developer and Maynard jointly acknowledge that the Proposal is merely a concept plan and as such this Agreement, the zoning amendment and the Proposal may need to be refined and the parties will negotiate additional terms and details of this Agreement related to the Traffic Studies and resulting conclusions, and

WHEREAS; the Developer is additionally proposing to amend section 9.3 of the Bylaw substantially as set forth in **Exhibit D** and the Developer acknowledges that the Town Meeting will need to approve same along with a Concept Plan of the Proposal, and

WHEREAS; the Developer acknowledges that even after Town Meeting approval the Bylaw requires the Developer to apply to the Maynard Planning Board ("Planning Board") for site plan approval and/or special permit(s); and

WHEREAS; the Developer and the Town have entered into a Memorandum of Agreement, Peer Review and Legal Fees dated December 10, 2012, concerning the review of the project up to and including through the Special Town Meeting; and

WHEREAS; the Developer and Maynard believe it will be in the best interest of the Town and the Developer to allow the Town to conduct a peer review of the Developer's Proposal and related studies after the Town Meeting approves the zoning amendments and the Concept Plan and further that the Developer acknowledges that Maynard does not have the funds sufficient to pay for the Town reviews and it is in the best interest of the Town and the Developer to pay the Town for same; and

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

A. ENGAGEMENT OF CONSULTANTS; REIMBURSEMENT FOR COSTS

1. **Payment for Review of Plans and Documents Accompanying the Application for a Site Plan Review.** At the time of the submittal of the application for the Site Plan Review or Special Permit required by the NBOD, Developer shall deposit with the Maynard Treasurer the amount of $ 10,000.00, (the "Site Plan Review Account") which shall be used pursuant to G.L. c. 44, §53G by the Planning Board to continue to engage or engage anew, a traffic engineer, civil engineer (which will be required to review the civil aspects of the site including, lighting, noise, emission, water, sewer, stormwater, landscaping and wetlands, all as appropriate and in accordance with the Site Plan Review criteria in section 10.5.7 of the Zoning Bylaw), and legal counsel which will continue to assist the Town in the legal review and peer review of the project during the Planning Board Site Plan Review or Special Permit process, and other reasonably necessary consultants to provide technical assistance during the review of said application. Once the peer review consultants are selected in accordance with the process set forth in section 2(b) below, the Developer shall deposit additional funds equal to the contract amounts for the selected peer review consultants, prior to the Town executing any contracts with said consultants. Notwithstanding the foregoing, the Town/Planning Board shall continue to use Town Counsel as legal counsel which said counsel shall be paid on the same hourly basis as Town Counsel charges Maynard for such similar work and not be subject to the process set forth in section 2(b). The Planning Board shall not be required to proceed with the Site Plan Review process until said amounts for peer review consultants and legal counsel are deposited. The Site Plan Review or Special Permit Account shall be replenished by Developer at the request of the Planning Board when the balance falls to $5,000.00. In the event the Developer does not deposit said funds, the Planning Board shall not be required to continue with the review of the project, notwithstanding any general or special law to the contrary.

2. **Management and Allocation of Escrow Accounts.**

a. With respect to the escrow accounts anticipated in Sections A(1) above, in the event that actual costs for a specific budgeted item are not expended, at the time such escrow account is terminated, any funds allocated for such costs which remain in an escrow account must be used to replenish other required escrows before requesting additional funding from Developer. In the event the Developer shall fail to replenish any escrow fund, the Developer agrees that the Town may stop work on the plans, permits and/or applications of whatever kind or nature, and the Town shall not commence work again, until such time as the escrow fund is replenished. In the event there is a statutory time limit applicable to any permit, the Developer agrees to forthwith waive said time limit in writing until such time the escrow is replenished.

b. Maynard agrees that prior to engaging any consultant or incurring any costs which will be paid for by Developer, Maynard will: (i) seek at least three (3) quotes from each specialty required, as part of said quote the Town will require a lump sum contract based upon the submitted scope of work and then select the lowest most qualified bidder. Further as part of this process, the Town agrees to; (i) consult with Developer; (ii) provide a budget for the anticipated

consultant contract; (iii) not incur any such cost, or enter into any such contract, without prior notice to Developer; and (iv) upon request from Developer, provide a periodic accounting for each of the specific escrow accounts referenced in this section.

c. Upon final payment of invoices for the various costs and consultant fees required of Developer pursuant to this Section, Maynard will provide a final accounting of all such expenses and payments, pursuant to statute. Unless Developer objects to such reconciliation within 30 days following receipt of same, the reconciliation will be deemed acceptable to both Maynard and Developer. Maynard will provide Developer a release from any further obligations with respect to the payments required from Developer under this Section. Any funds remaining in any escrow account at that time will be disposed of in accordance with the provisions of Section G (2) below.

3. Maynard and Developer agree that, if, and only if, the Concept Plan and the NBOD Amendments are adopted at the Special Town Meeting in the form attached hereto as **Exhibits "C" & "D"**, without modification which materially affects Developer's rights as set forth herein, then Maynard and Developer shall each perform the actions as set forth hereinNotwithstanding the foregoing, in the event there are modifications at the Town Meeting to the NBOD Amendments or Concept Plan which materially affect the Developer's rights as set forth herein, the Developer may choose to proceed with the Project and in which case this Agreement will be in full force and effect or the Developer may choose not to proceed with the Project and thereafter, this Agreement shall be of no further force and effect.

4. The Developer agrees that prior to the issuance of any building permit to deposit an additional $5,000.00 in an escrow account for the purpose of paying for fire protection inspections during the construction process as the Fire Chief deems appropriate. In the event the Fire Inspection escrow account reaches $1,000.00, the Developer agrees to replenish it to $5,000.00 forthwith. In the event the Developer fails to do so, the Developer may, at the option of the Building Commissioner, be ordered to cease and desist any activity on the Property.

B. TRAFFIC IMPROVEMENTS

1. Developer shall pay for planning, permitting, and design, and shall install and construct at its sole expense, such reasonable off-site traffic improvements and mitigation as may be required by Massachusetts Department of Transportation ("MDOT") or Maynard Department of Public Works, whichever entity has jurisdiction over the planned work activity to be approved by the Planning Board.

2. a. With respect to the main entrance to 129 Parker Street and the intersection of Parker Street & Great Road and other traffic improvements reasonably identified by Maynard's and Developer's Traffic Consultants, (the "Traffic Improvements"), Developer agrees to pursue the approval by the MDOT for the Traffic Improvements, as required and Maynard agrees that it will reasonably cooperate with Developer in its efforts to obtain MHD approval, including the execution of any documents required therewith. At least 14 days prior to the submittal of any design for such traffic improvements to MHD, Developer shall provide copies of the proposed design to the Town of Maynard for its review.

b. In addition to those improvements noted above, the Developer shall undertake the following improvements which are identified in the Collins Center Report within the study by Faye Spofford and Thorndike, which may be refined as part of the Site Plan Review and Special Permit process:

Site Access/Internal Circulation Actions

- Signalization of and lane additions at the primary site drive. A concept plan was provided of this improvement;
- Use of the secondary site drive to right-in only. A concept plan was provided of this improvement;
- New ADA compliant sidewalk on the west side of Parker Street from the primary site drive to Great Road;
- Placing bike racks on-site; and
- Create a bicycle/pedestrian connection to the high school/ball fields.

Off-Site Actions

- Increase the length of left turn lanes at Parker Street/Great Road;
- Install guide signage;
- Ensure optimum signal timing at Parker/Powder Mill/Waltham;
- Install an ADA compliant sidewalk on the east side of Parker Street from Old Marlboro Road to North Street or contribute to the sidewalk fund for this project;
- A pedestrian crossing beacon is recommended for Parker Street at Field Street;
- Join the local Transportation Management Association (TMA); and
- Monitor traffic in the neighborhoods around the project site, including North Street, South Street, B. Street, Marlborough Street, Old Marlborough Road, Woodbridge Road and Tobin Drive and the intersection of Maynard and Hudson Roads and provide appropriate mitigation as is determined by the Planning Board in the Site Plan Review or Special Permit Process.

Construction of the Traffic Improvements shall be completed as required in schedules agreed to by the Planning Board and the Developer and which shall become a part of the Site Plan Review or Special Permit approval process. The Developer shall not be required to complete all Traffic Improvements prior to the issuance of the first certificate of occupancy, but will complete all Traffic Improvements in a phased plan as set forth by the Planning Board in the Site Plan Review or Special Permit Process.

3. Prior to the Planning Board's review of the Site Plan Review, Developer shall be required to perform supplementary new traffic analyses as set forth on **Exhibit H**, and undertake and implement additional mitigation and improvements to assure that the Developer is addressing the traffic impacts from the proposed development on the surrounding sidewalks, intersections and streets to the extent that public health, welfare and safety are addressed in the opinion of the Planning Board. The Parties agree to amend this Development Agreement to

reflect the additional required mitigation and improvements, including security for same, following the earlier to occur of the Site Plan Review or Special Permit process but prior to the expiration of the appeal period for same.

4. Developer shall construct streets and parking areas within the Concept Plan, it being the intention that all such streets and parking areas shall remain privately owned. Developer will maintain streets and parking areas at the Developer's sole cost and expense, including for the parking associated with the building known as PK2 and which may be put to municipal use as more fully set forth below.

5. Developer shall be allowed to construct any improvements or utility connections as may be required within public ways, provided road opening or curb cut permits, and waivers from any road or street opening moratorium are obtained from all appropriate agencies, commissions, or boards, which will not be unreasonably withheld.

6. Prior to any application for Site Plan Review or Special Permit, the Developer shall have completed all traffic studies listed in **Exhibit H** and the Developer agrees not to submit any Application for Site Plan Review or Special Permit prior to said submittals. Nothing herein shall prevent the Planning Board from requiring an appropriate form of security to assure the phased construction and implementation of the traffic improvements which are a part of the Site Plan Review and/or Special Permit decision(s).

7. If during the Site Plan Review process, the requests for signage from residents of neighboring streets (South St., B St., Old Marlborough, Field St, Vose Hill) are determined to be appropriate and in line with the recommendations of the Planning Board Peer Review consultants, and they pose no public safety issues then all reasonable signage requested by the Planning Board shall be included and shall be at the expense of the applicant.

C. DESIGN AND DEVELOPMENT

1. **Aggregate Limits**. Developer's application for a Site Plan Approval pursuant to the NBOD as amended shall include the following aggregate limits or otherwise be consistent with Concept Plan approval at the Special Town Meeting:

a. 250 dwelling units (containing not more than 400 bedrooms) none of which shall include three bedrooms and which shall be constructed as follow:

i. 45.6% will be one bedroom or one bedroom with a den (the den shall not be convertible to an additional bedroom); 54.4% will be two bedroom or two bedroom with a den (the den shall not be convertible to a bedroom);

ii. there shall be not more than three hundred twenty-eight thousand (328,000) square feet of Gross Floor Area of nonresidential space.

- One, 118,000 sq ft retail structure, in which no single tenant or related entity under common control will occupy more than 85,000 sq ft.

- Not more than five retail structures totaling 29,000 sq ft combined,
- Not more than two retail structures totaling 50,000 sq ft combined,
- Not more than two retail structures totaling 14,000 sq ft combined,
- One 117,000 sq ft retail structure, in which no single tenant or related entity under common control will occupy more than 85,000 sq ft.

b. One 50,300 sq. ft. existing structure for municipal purposes, not to be computed as part of the nonresidential space, or commercial use.

c. In the event the proposed zoning is changed at Town Meeting on May 19, 2013 to be more restrictive than as set forth above, and the Developer chooses to move forward with the Development, then notwithstanding the foregoing, the more restrictive zoning shall control and this Agreement shall be in full force and effect. However, if the Developer shall choose not to move forward, then this Agreement shall be of no further force or effect.

2. **Utilities:** Developer shall install all utilities on site serving the proposed development underground, including, but not limited to, stormwater, water, sewer, gas, electric, telephone/teledata, and cable. Notwithstanding the foregoing, in the event there are water and sewer improvements which are directly attributable to the Development, the Developer shall undertake those improvements as well, regardless of whether they are located on or off of the site.

3. **Building and Site Design:** a. In designing its Site Plan, and any plans submitted with an application for a Site Plan Approval, Developer will use reasonable efforts to cooperate with Maynard to develop building designs for its development in a manner which is consistent with the Concept Plan approved at the Special Town Meeting. Additionally, the Developer agrees to reasonably incorporate Low Impact Development ("LID") design techniques through-out the site including but not limited to retention and re-use of storm-water for primary on-site irrigation purposes, underground storage of stormwater, rain gardens and the like. Further, the Developer shall design the site to encourage walkability and non-motorized vehicular use of the site by the placement of sidewalks, locations of structures, inclusion of green "rest and congregating areas" and placement of bike racks.

In addition, in the design of the site the Developer shall include the following requirements:

- All residential buildings shall be built outside the ~~buffer and~~ wetlands areas but may be built within the wetlands buffer zones to the extent permitted by the Conservation Commission and further the placement of said buildings shall comply with all local, state and federal regulations and laws regarding same.
- The site shall be designed to provide for well defined and friendly and inviting residential connection with the remainder of the development encouraging the use of sidewalks.
- Connections to the hiking trails should be included.

- The residential space should be inviting and open rather than closed off from the remainder of the development.
- Parking spaces in the overall site plan should be reduced by 120 spaces or more, from the February, 2013 Concept Plan, if appropriate to allow for increased setbacks and more green space within the design of the commercial areas.
- Bike lanes should be designed within the Parker Street area, if able to do so.
- The Developer shall use its best ~~All~~ efforts ~~should be made~~ to pull away the commercial development from the Dettling Road residential neighborhood.
- The Developer shall design all driveways and loading areas, existing or proposed, which abut existing residential driveways in a residential zone to include a buffer of at least 40 feet including appropriate screening and landscaping between any proposed driveway or loading zone in the proposed development.
- In the event there is a subdivision of the Property, the dimensional requirements for those lots which ONLY abut another lot or other lots within the Development or the PK2 lot, the front, side and rear setbacks which apply to the underlying district shall apply to the proposed subdivision lots except lots which include buildings of 15,000 sq ft or less in which case the front set back shall be 25 feet, the side and rear setbacks shall be 15 feet and there shall be 100 feet of frontage with no more than 35% lot coverage.

b. The Developer shall amend the Concept Plan at or before the Special Town Meeting of May 19, 2013 to more accurately reflect the major design criteria noted above including but not limited to: Reduced parking, increased green space, reconfigured residential and pedestrian access and bike access.

4. **Phased Development.** Developer agrees that it will develop the Property consistent with the following phased approach:

a. It is anticipated that the first phase shall consist of the construction of the residences and the larger commercial/retail building along with the rehabilitation and addition of the municipal building while the second phase shall consist of the construction of the remaining buildings.

(i) the Developer shall submit an application for Site Plan Approval or Special Permit on or before November 15, 2013.

(ii) the Developer shall commence construction of the first phase as soon as all federal, state and local permits are obtained and market conditions allow.

(iii) all traffic mitigation shall be undertaken in accordance with the phased approach as noted above and in accordance with the determination of the Planning Board as part of the Site Plan Review or Special Permit process.

b. substantially all landscape improvements must be completed concurrently with the issuance of a certificate of occupancy for the building they are meant to complement. Notwithstanding this, the main entry site improvements and landscaping along with all perimeter landscaping shall be completed prior to the issuance of the first occupancy certificate for any structure.The existing PK2 structure will be used for municipal purposes and the Developer shall

construct the improvements of PK2 as a community center, school administration offices, youth activity center and a gymnasium all in accordance with the plans and specifications attached hereto as **Exhibit E** and as further defined in section F(2) hereafter. The Parties agree that the gymnasium will be constructed as part of the existing PK2 structure. Once the plans are finalized for PK2, Developer will apply for a building permit for such improvements (at no charge by Maynard) within 90 days of the issuance of the first building permit for the development and commence construction within 60 days thereafter. Maynard shall provide the plans to construct such improvements and the parties shall work in good faith and a commercially reasonable manner to assure the plans properly reflect the plans and specifications attached as **Exhibit E**. Construction on PK2 including the gymnasium shall be complete and a certificate of occupancy applied for at the earlier to occur of the issuance of any certificate of occupancy for the first retail structure or the issuance of a certificate of occupancy for the 126th residential unit.

c. The timing of assessments by Maynard of new improvements shall be in accordance with MA law.

d. To the extent permitted by law, the Town agrees to convey to the Developer an easement or license and the Developer may apply for the appropriate special permit to have a reasonable pylon sign constructed on Town property at the southeast corner of the intersection of Routes 117 & 27 identifying the shopping center and its major anchors once the first retail store in the development is opened. The Board of Selectmen agrees to reasonably review any application and apply the Special Permit criteria as set forth in the bylaws.

e. The Developer agrees to have a sign within the development with a map showing the location and names of the businesses in the Maynard Downtown Business District. Once the sign/map is installed by the Developer the Maynard Business Alliance will be responsible for updating the names to reflect the current businesses in the Down Town.

f. During the site development, any portion of the site which is not being developed as part of the then active development phase shall be appropriately landscaped and stabilized.

D. PROPERTY SITE SERVICES

Developer shall be solely responsible for the exterior maintenance and operation, including but not limited to refuse and trash removal, snow removal, road and sidewalk maintenance, non-building lighting, landscape maintenance and similar activities of the development to be built on the Property, and including PK2 and which shall be maintained to the same standards as the remainder of the Property. Notwithstanding the foregoing, the Town shall be responsible for trash and refuse removal from PK2 once the Town occupies same.

E. PUBLIC SAFETY

Developer shall be responsible for site security during and following construction. The Developer shall pay for public safety details when required during the construction period when site equipment and material deliveries affect public roadways adjacent to the Property, as well as during particularly busy periods when the development has been completed and is in operation, such as holiday shopping seasons.

F. FINANCIAL CONSIDERATION / MITIGATION

1. Maynard and Developer agree that a reasonable budget for the consultant reviews funded by Developer pursuant to Section A, paragraph (1) shall be provided as noted therein.

2. In accordance with the timeline noted in D(4)(b) above, the Developer will renovate (simultaneously with other construction on the development) the structure known as PK2 for the proposed municipal use including the gymnasium, community center, youth activity center and school administration offices and related amenities in accordance with the plans and specifications attached hereto as **Exhibit E** in a completely finished, move in ready turn-key and commercially reasonable condition. The Developer shall provide a one (1) year guarantee for replacement and/or repair on all work and/or systems which the Developer undertakes and/or installs as part of its improvements. The Town shall have a right to inspect the premises prior to taking occupancy to determine that the condition of the premises, for all areas which the Developer has not made improvements to or constructed upon is in the same condition as they are at the execution of this Agreement, reasonable wear and tear excluded. The Developer has offered and the Town will accept, subject to Town Meeting approval, a transfer by deed of said building and real estate directly thereunder for $1.00 or lease to the Town of Maynard for 99 years for $1.00 a year as part of the financial consideration and mitigation for the project. The Developer will provide a parking area sufficient to serve the proposed uses of same including access and egress areas, all as mutually agreed upon and for no less than 99 years. The Developer shall provide a non-exclusive easement to the Town to allow parking and provide access over the Property to the parking and building for no less than 99 years. Once the Town takes occupancy of the building, whether by fee or lease, thereafter neither the Developer nor the Owner will be liable or responsible for any activity by Maynard or the public thereon or therein.

3. On or before the issuance of the first certificate of occupancy for any structure on the site, the Developer shall transfer to Maynard for $1.00 an easement on the rear area of the property as identified on **Exhibit F** along with a non-exclusive access easement leading from the commercial and/or residential development area closest to the PK2 structure to the Recreation Easement Area which will remain undeveloped and with no structures on it and be used by the Town for passive recreation use only, at which time neither the Developer nor the Owner will be liable or responsible for any activity by Maynard or the public on the land described in Exhibit F.

4. The Developer agrees that if there are any improvements or enhancements to the water system and related infrastructure and which are identified as part of the site plan review or special permit process and which are made necessary as a result of this project, which but for this project, the Town would not otherwise have had to undertake, that the Developer shall be solely responsible for same. The Developer agrees that given the time frame requested by the Developer in the approval process of the Concept Plan, that the study of the impact on the water system was not completed and the Developer anticipates that study and peer review thereof to be a part of the site plan and/or special permit review process.

5. Notwithstanding the foregoing, the Developer and the Town agree that there may be additional mitigation and improvements required as part of the Site Plan Review and Special Permit process as it relates to traffic, stormwater, water and sewer review and final design. The Town and the Developer agree that this Development Agreement will be amended to reflect said mitigation. The Board of Selectmen and Planning Board agree that they will seek no further mitigation or improvements related to the project other than the foregoing and that which is provided for elsewhere in this Agreement.

6. Given the amount of time involved and administrative costs associated with inspecting this project, the Town determines that the Developer shall pay in the normal course of business the first $200,000 of building permit fees. The Developer shall be relieved of paying the next $100,000 of the Building Permit Fees. Any building permit fees over $300,000 shall be paid to the Town in full.

G. MISCELLANEOUS PROVISIONS

1. Prohibitions

a. Cell Tower Prohibition. Developer agrees that it will not allow siting of a cell tower or any wireless antennas, receivers, transmitters, or the like, with the exception such equipment owned or leased by tenants for the operation of their businesses, within the Property.

b. Adult Entertainment Prohibition. The Developer agrees not to allow Adult Entertainment uses, as defined in the Zoning Bylaw of Maynard, within the Property.

c. Given the proximity of the Property to schools, the Developer agrees that no tenant at the Property will sell guns or other similar weapons.

d. Other than residential, there shall be no use, store, or any other commercial operation which operates twenty-four (24) hours a day. The Planning Board may, through the Site Plan Review process limit hours of delivery to commercial establishments on the Property so as to mitigate any potential impacts on nearby residential neighborhoods.

2. **Invalidity.** Maynard and Developer agree that if the Town's adoption of the proposed zoning amendment is determined to be invalid, illegal, or unconstitutional by the Attorney General of the Commonwealth of Massachusetts or by a court of competent jurisdiction prior to the performing of the actions described herein or in the event of Termination by the parties herein, then the provisions of this Memorandum and each of the agreements and documents referenced herein shall be null and void; provided, however, that the Developer shall pay the consultants in Section A(1) for work done up until such determination and any surplus remaining in the escrow accounts shall be returned to the Developer.

3. **Compliance.** Site Plan Review and/or Special Permit. Developer agrees that the site plan approval process shall include the submission of evidence, to the satisfaction of the Planning Board, of compliance with the terms of this Agreement.

4. **Intent to Bind Successors, Heirs and Assigns**. The foregoing obligations shall run with the land in Maynard, Massachusetts and shall be binding upon the Owner and the Developer and inure to the benefit and burden of Developer, its heirs, successors, and assigns. A notice thereof in the form attached hereto as **Exhibit G** shall be executed by the Owner and the Developer and recorded with the Registry of Deeds upon approval of the NBOD Amendment by the Attorney General, without modification which would inhibit the Developers proposal to develop the Concept Plan hereunder. Notwithstanding the foregoing, in the event there are modifications at the Town Meeting or which are required by the Attorney General to the NBOD Amendments which materially affect the Developer's rights as set forth herein, the Developer may choose to proceed with the Project and in which case this Agreement will be in full force and effect or the Developer may choose not to proceed with the Project and thereafter, this Agreement shall be of no further force and effect. In the event of a sale of the property, all Developer's and Owner's responsibilities, commitments, and benefits hereunder shall be transferred to the purchaser.

5. **Effect;** This Agreement shall not take effect until voted and executed by the Board of Selectmen and the Planning Board of the Town of Maynard. This agreement may be amended by a written document executed by all parties hereto.

6. **Required Notice**. Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, or (c) faxed in either event addressed as follows:

in the case of the Town, to:

Maynard Board of Selectmen
Maynard Town Building
195 Main Street
Maynard, MA 01754
Attn: Town Administrator
(978) 897 8457 (fax)

with copy to Town Counsel:

Lisa L. Mead
Blatman, Bobrowski & Mead, LLC
30 Green Street
Newburyport MA 01950
(978)463 7747 (fax)

and in the case of the Developer, to:

Capital Group Properties, LLC
259 Turnpike Road, Suite 100
Southborough, MA 01772

Attn: William A. Depietri, Manager (508) 357-6859 (fax) with a copy to Developer's attorney:

Myron J. Fox, Esquire
Rollins, Rollins & Fox
36 Glen Avenue
Newton Center, MA 02459
(617)969-5281 (fax)

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

7. **Default and Notice.**

a. By Developer. 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), Maynard shall have the right to (i) terminate this Development Agreement; (ii) withhold any Approvals issued by Maynard; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. Maynard agrees that if, within twenty (20) days after Developer's receipt of a notice of a claim of default, Developer shall give notice to Maynard that Developer contests the same, then Maynard shall not have the right to exercise any of the foregoing rights in respect thereto until such claim shall have been finally adjudicated or the parties mutually agree otherwise. If such matter is determined adversely to Developer, Developer shall have thirty (30) days (or such longer period of time as shall be reasonable under the circumstances) to effect such cure and in addition thereto.

b. By Maynard. If Maynard 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 Maynard (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Developer shall have the right to (i) terminate this Development Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. If such matter is determined adversely to Maynard, Maynard shall have thirty (30) days (or such longer period of time as shall be reasonable under the circumstances) to effect such cure and in addition thereto. The failure of the Town Meeting to adopt the proposed zoning shall not be considered a default hereunder, but shall render this agreement void and of no further effect of force.

8. **Effective Date of Agreement**. This Development Agreement shall be effective as of the date it shall be executed by both Developer and Maynard.

9. **Dispute Resolution.** Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, Maynard and the Developer agree that such disputes shall be first subject to mediation, for a period not longer than one hundred twenty (120) days.

10. **Applicable Law; Construction.**

a. This Development Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. Any actions brought hereunder shall be filed and tried in the courts of appropriate jurisdiction in Middlesex County Massachusetts.

b. 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.

11. **Authority.** This Agreement has been duly authorized, executed and delivered by Maynard and the Developer; it constitutes the legal, valid and binding obligation of each party and is enforceable against the other party in accordance with its terms.

12. **Continuing Obligation**: Neither the extension of this Development Agreement nor the approval of the said Concept Plan and NBOD zoning amendments nor the approval of the Planning Board of a site plan and special permits for the Property shall create any obligation of the Owner or the Developer to construct any portion or all of the development contemplated hereunder.

13. **Reservation of Authority**:

a. It is expressly understood and agreed by and between the Board of Selectmen and the Planning Board and the Developer that the aforesaid consultants, peer review experts and attorney(s) represent solely the interests of the Town and that the Town retains full authority to pay any and all invoices upon completion of assigned tasks, in accordance with the provisions hereof, to the sole satisfaction of the Town.

b. It is expressly understood and agreed by and between the Board of Selectmen and the Planning Board and the Developer that by accepting such funds for the review of the Application, neither the Town nor the Board of Selectmen nor the Planning Board make a representation or promise that it will act on the site plan review or any special permit applications in any particular way other than by the Board of Selectmen's and Planning Board's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them.

Executed under seal as of the date first above written.

Town of Maynard

By:_____ By:_____
Selectman Selectman

By:_____ By:_____
Selectman Selectman

By:_____
Selectman

Planning Board

By:_____ By:_____

By:_____ By:_____

By:_____

Developer – Capital Group Properties, LLC

By:_____

William A. Depietri - Manager

Owner:

By: _____
Approved as to form:

By:_____
Town Counsel

SCHEDULE OF EXHIBITS

Exhibit A – 129 Parker Street Property Description

Exhibit B – Owner's Authorization to Developer

Exhibit C – Concept Plan

Exhibit D – NBOD Zoning Amendments

Exhibit E – PK2 Improvements

Exhibit F – Recreation Land to Town on Fee or Easement

Exhibit G – Recordable Form of Development Agreement

Exhibit H- Traffic Studies for Site Plan Review or Special Permit Process

EXHIBIT A

DESCRIPTION OF THE PREMISES

Address: 129 Parker Street, Maynard, Middlesex County, Commonwealth of Massachusetts containing approximately 58.3 +/ acres.

Legal Description:
A certain parcel of land situated in Maynard, Middlesex County, Massachusetts, shown as Lot 68 on Land Court Plan No. 8795-N. The boundaries of said Lot 68 are determined by the Court to be located as shown on a Subdivision Plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Registry of Deed for the south Registry District of Middlesex County as noted in Registration Book 1223, Page 122, with Certificate 218672.

Also another certain parcel of land situated in said Maynard, show as Lot 62 on Land Court Plan No 8795-K. The boundaries of said Lot 62 are determined by the Court to be located as shown on a Subdivision Plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Registry of Deed for the South Registry District of Middlesex County in Registration Book 758, Page 131, with Certificate 125681.

Exhibit B

Owner's Authorization to Developer

Exhibit "B"

To: All interested Boards, Committees, Commissions, Town Meetings, Officials and Departments in the Town of Maynard, MA

Re: 58.30 acres of land with the buildings thereon at 129 Parker Street, Maynard, MA (the "Property") owned by the undersigned

Date: February 12, 2013

The undersigned, being the sole owner of the Property, hereby join in any application to or process with any Maynard, Massachusetts committees, commissions, town meetings, officials or departments filed by Capital Group Properties, LLC, a Delaware limited liability company, with a principal place of business at 259 Turnpike Road, Suite 100, Southborough, MA 01772 and expressly permit said LLC to file such applications or process in our name to construct a residential/retail community on our Property.

Owner: LSREF2 CLOVER REO 2, LLC,
a Delaware limited liability company

By: _____

Printed Name: Laura R. Stone
Assistant Vice President

Its: ~~Vice President and~~ Authorized Signatory

Exhibit C

Concept Plan

The Shoppes at Maynard Crossing
129 Parker Street, Maynard, MA

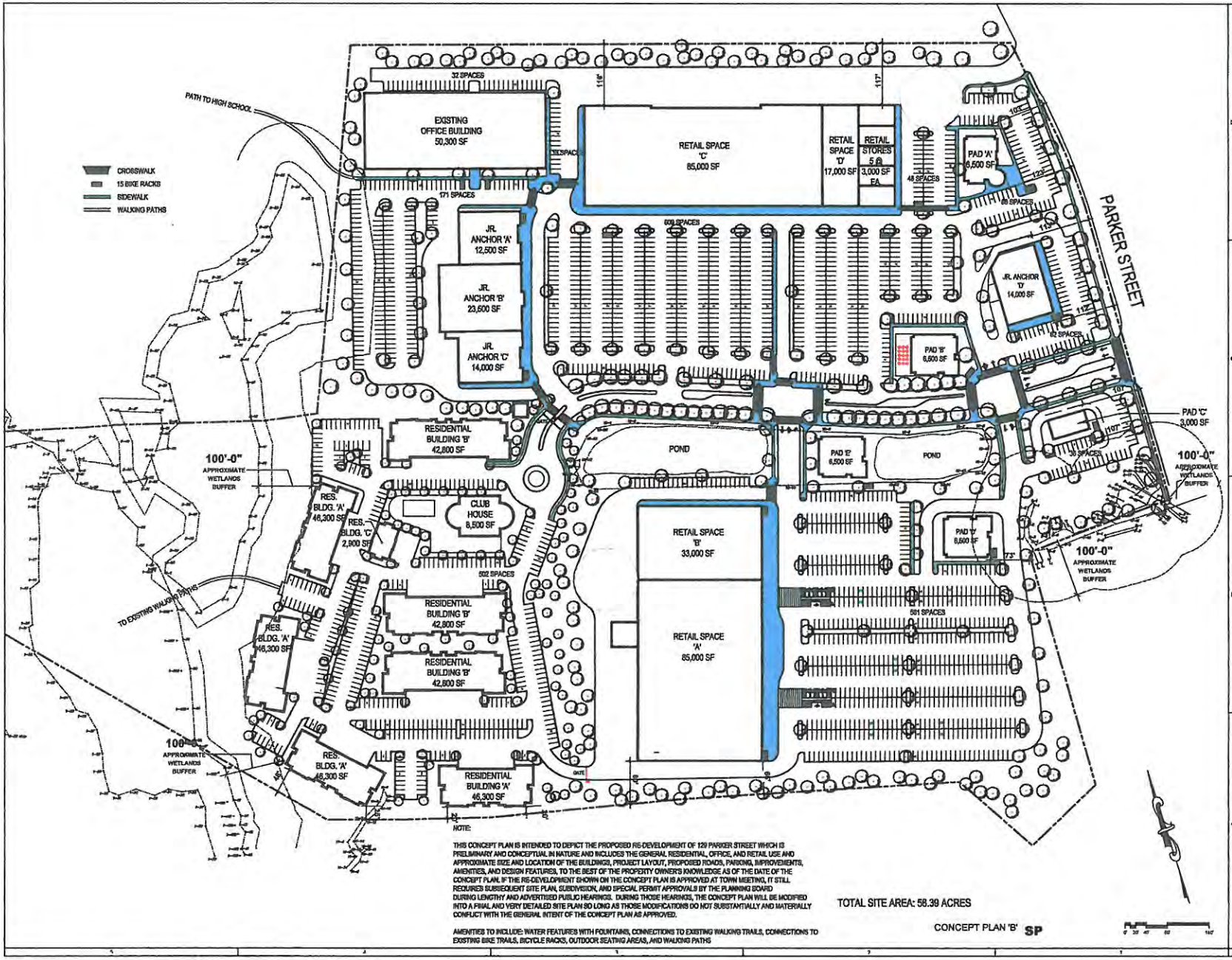
CONCEPT PLAN "B"

Submitted By:

Capital Group Properties, LLC

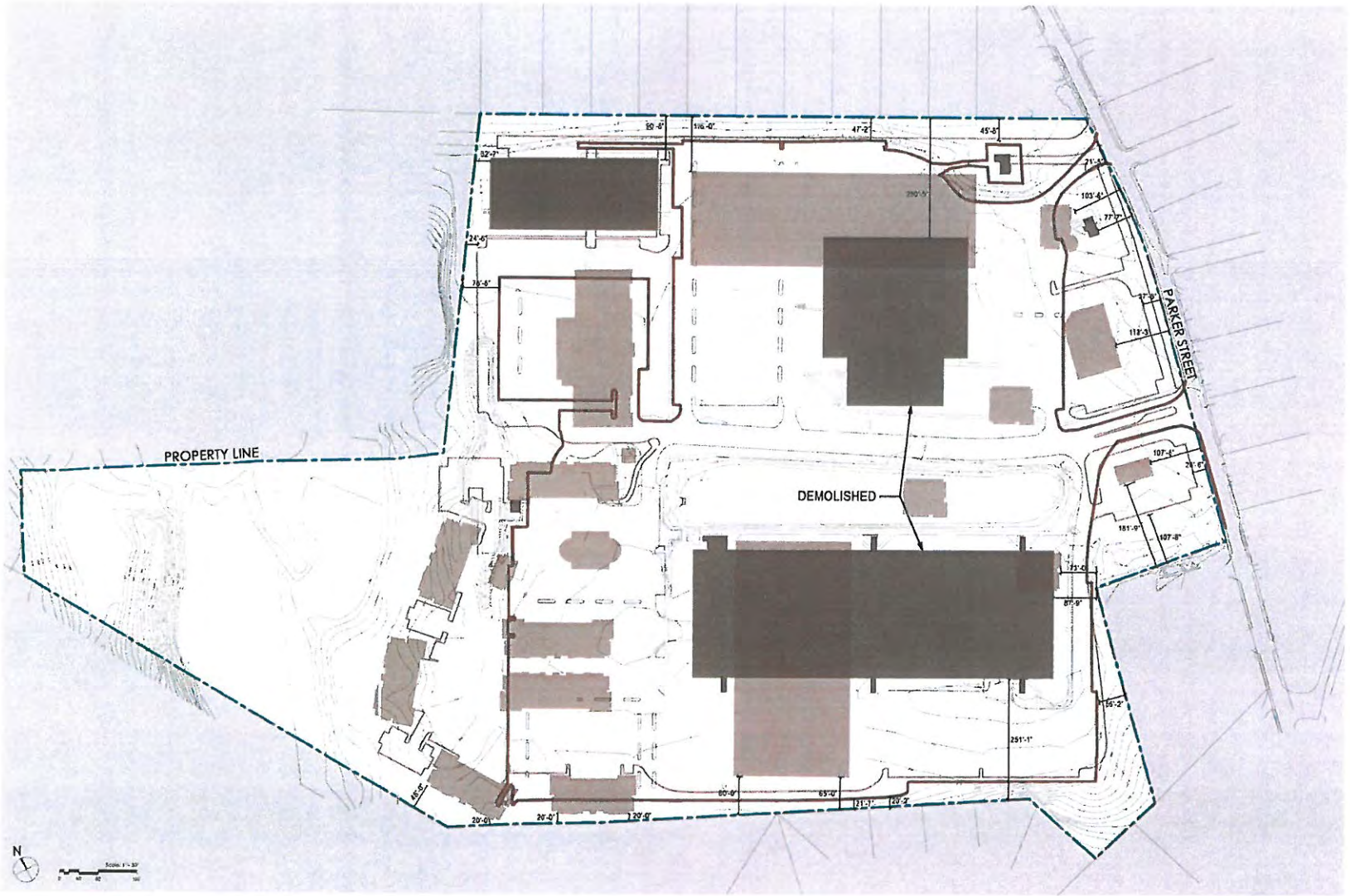
259 Turnpike Road

Southborough, MA 01772


CROSSWALK
15 BIKE RACKS
SIDEWALK
WALKING PATHS
PATH TO HIGH SCHOOL
32 SPACES
EXISTING OFFICE BUILDING 50,300 SF
171 SPACES
RETAIL SPACE 'C' 85,000 SF
RETAIL SPACE 'D' 17,000 SF
RETAIL STORES 5 @ 3,000 SF EA
48 SPACES
PAD 'A' 6,500 SF
28 SPACES
PARKER STREET
609 SPACES
JR. ANCHOR 'A' 12,500 SF
JR. ANCHOR 'B' 23,500 SF
JR. ANCHOR 'C' 14,000 SF
JR. ANCHOR 'D' 14,000 SF
62 SPACES
PAD 'B' 6,500 SF
PAD 'C' 3,000 SF
RESIDENTIAL BUILDING 'B' 42,800 SF
POND
PAD 'E' 6,500 SF
100'-0" APPROXIMATE WETLANDS BUFFER
RES. BLDG. 'A' 46,300 SF
RES. BLDG. 'C' 2,900 SF
CLUB HOUSE 8,500 SF
RETAIL SPACE 'B' 33,000 SF
PAD 'D' 6,500 SF
502 SPACES
TO EXISTING WALKING PATHS
RESIDENTIAL BUILDING 'B' 42,800 SF
RETAIL SPACE 'A' 85,000 SF
581 SPACES
RESIDENTIAL BUILDING 'A' 46,300 SF
GATE
NOTE:
THIS CONCEPT PLAN IS INTENDED TO DEPICT THE PROPOSED RE-DEVELOPMENT OF 129 PARKER STREET WHICH IS PRELIMINARY AND CONCEPTUAL IN NATURE AND INCLUDES THE GENERAL RESIDENTIAL, OFFICE, AND RETAIL USE AND APPROXIMATE SIZE AND LOCATION OF THE BUILDINGS, PROJECT LAYOUT, PROPOSED ROADS, PARKING, IMPROVEMENTS, AMENITIES, AND DESIGN FEATURES, TO THE BEST OF THE PROPERTY OWNER'S KNOWLEDGE AS OF THE DATE OF THE CONCEPT PLAN. IF THE RE-DEVELOPMENT SHOWN ON THE CONCEPT PLAN IS APPROVED AT TOWN MEETING, IT STILL REQUIRES SUBSEQUENT SITE PLAN, SUBDIVISION, AND SPECIAL PERMIT APPROVALS BY THE PLANNING BOARD DURING LENGTHY AND ADVERTISED PUBLIC HEARINGS. DURING THOSE HEARINGS, THE CONCEPT PLAN WILL BE MODIFIED INTO A FINAL AND VERY DETAILED SITE PLAN SO LONG AS THOSE MODIFICATIONS DO NOT SUBSTANTIALLY AND MATERIALLY CONFLICT WITH THE GENERAL INTENT OF THE CONCEPT PLAN AS APPROVED.
AMENITIES TO INCLUDE: WATER FEATURES WITH FOUNTAINS, CONNECTIONS TO EXISTING WALKING TRAILS, CONNECTIONS TO EXISTING BIKE TRAILS, BICYCLE RACKS, OUTDOOR SEATING AREAS, AND WALKING PATHS
TOTAL SITE AREA: 58.39 ACRES
CONCEPT PLAN 'B' SP
ci
CAPITAL GROUP PROPERTIES LLC
CONCEPT PLAN 'B'
129 PARKER STREET
DESIGN DELIVERABLE: CONCEPT PLAN 'B'
CONCEPT PLAN 'B'
SP-01

The Shoppes at Maynard Crossing
129 Parker Street, Maynard, MA

Existing Condition Plan (Prior to Demolition) and Existing Topography



PROPOSED BUILDING

PROPOSED PAVING OUTLINE

EXISTING PAVING OUTLINE

PRE-EXISTING BUILDING

OVERLAY DIAGRAM

Planner/Designer/Architect

ci

The Shoppes at Maynard Crossing

MAYNARD, MASSACHUSETTS

MARCH 27, 2013

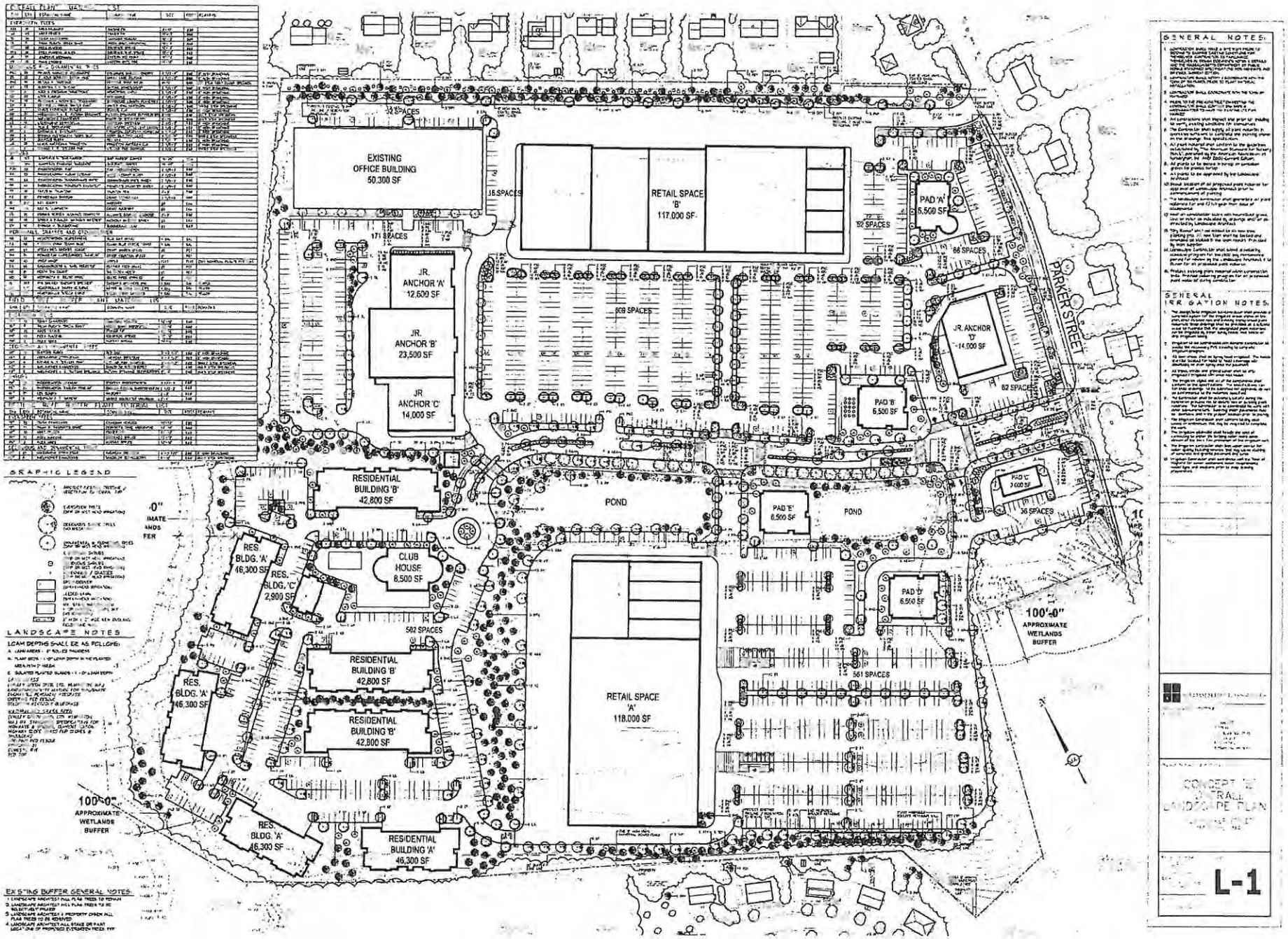
Owner / Developer

C

CAPITAL GROUP

The Shoppes at Maynard Crossing
129 Parker Street, Maynard, MA

Landscaping Plan Including Required Buffer Areas



EXISTING OFFICE BUILDING 50,300 SF
RETAIL SPACE 'B' 117,000 SF
PAD 'A' 6,500 SF
JR. ANCHOR 'A' 12,600 SF
JR. ANCHOR 'B' 23,500 SF
JR. ANCHOR 'C' 14,000 SF
JR. ANCHOR 'D' 14,000 SF
PAD 'B' 6,500 SF
PAD 'C' 7,000 SF
PAD 'E' 6,500 SF
PAD 'D' 6,500 SF
PARKER STREET
RESIDENTIAL BUILDING 'B' 42,800 SF
RES. BLDG. 'A' 46,300 SF
RES. BLDG. 'C' 2,900 SF
CLUB HOUSE 8,500 SF
POND
RETAIL SPACE 'A' 118,000 SF
100'-0" APPROXIMATE WETLANDS BUFFER
502 SPACES
561 SPACES
171 SPACES
36 SPACES
GRAPHIC LEGEND
LANDSCAPE NOTES
EXISTING BUFFER GENERAL NOTES
GENERAL NOTES
GENERAL IRRIGATION NOTES
CONCEPT 'B' OVERALL LANDSCAPE PLAN
L-1

The Shoppes at Maynard Crossing
129 Parker Street, Maynard, MA

Illustrations of the General Architecture of the Proposed Structures

The Shoppes at Maynard Crossing

Parker Street View-Proposed Elevation

C
CAPITAL GROUP

The Shoppes at Maynard Crossing

North West View-Proposed Elevation

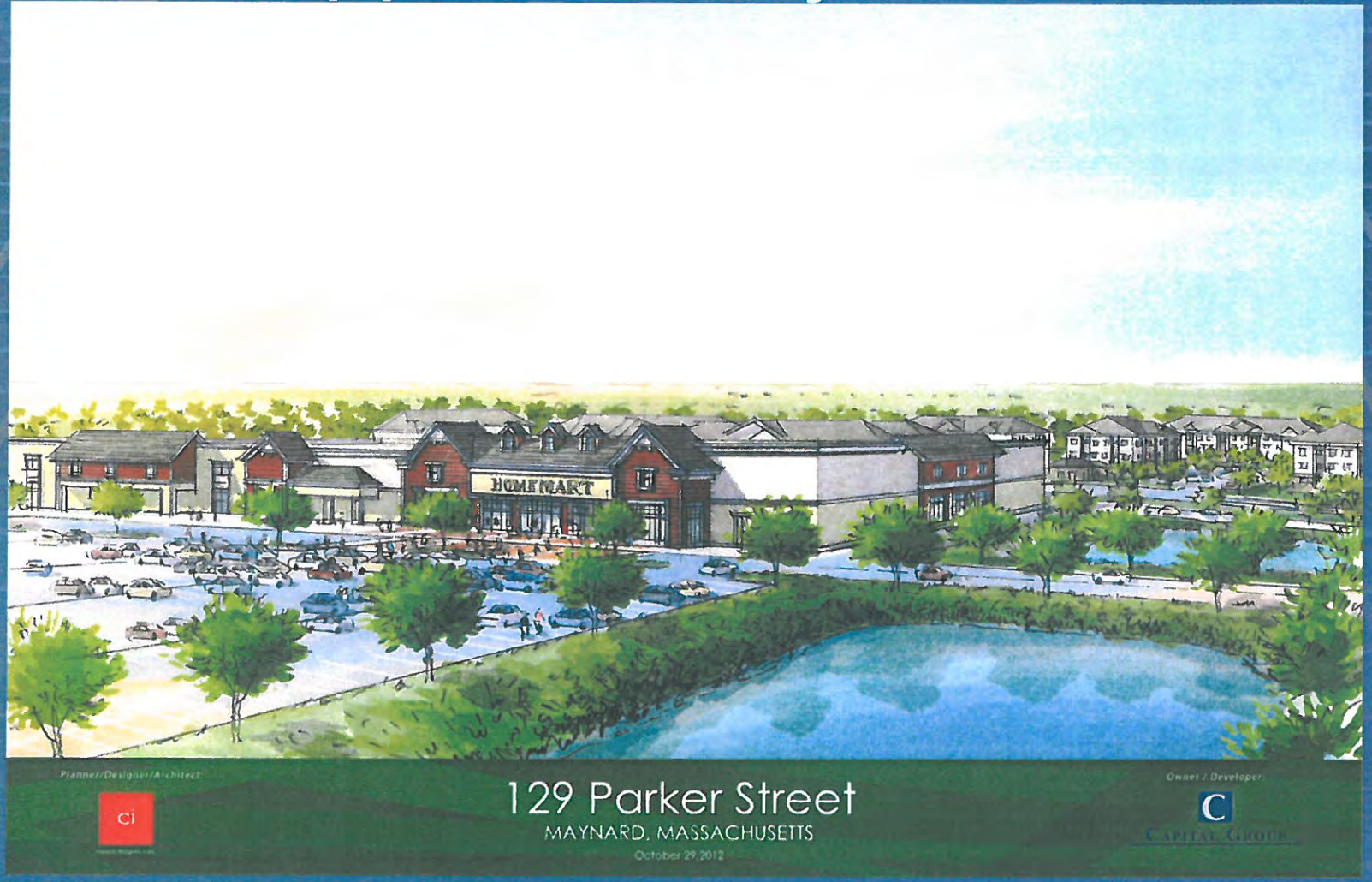
C
CAPITAL GROUP
PROPERTIES

The Shoppes at Maynard Crossing

North View-Proposed Elevation

C
CAPITAL GROUP
PROPERTIES

The Shoppes at Maynard Crossing



South West View-Proposed Elevation

C
CAPITAL GROUP
PROPERTIES

Exhibit D

NBOD Zoning Amendments

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SPECIAL TOWN MEETING

To the Constable of the Town of Maynard, in said County,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the voters of said Maynard, to assemble IN **FOWLER SCHOOL AUDITORIUM**, THREE TIGER DRIVE IN SAID town, on Sunday, May 19, 2013 at 1:00 P.M. then and there to act on the following articles:

SPECIAL NOTICE TO VOTERS

On Monday, May 13, 2013 at 7:00 P.M., a public hearing will be held at the Maynard Town Hall, Michael J. Gianotis Room, Room 201, to discuss with any citizen who desires further information, as to the recommended budget, and any special Articles in the Warrant to which the Finance Committee has made a recommendation. Explanation and discussion concerning these matters may be helpful in the interest of saving time at the Special Town Meeting. Your participation is welcome.

ADA ADVISORY

Anyone in need of special arrangements for the Town Meeting, such as wheelchair arrangements or signing for the hearing impaired, please contact the Office of the Selectmen at (978) 897-1301 by May 6, 2013 in order for reasonable accommodations to be made.

PROCEDURES AT TOWN MEETING

Order of Articles: Articles are voted on in the order they are presented unless Town Meeting votes to do otherwise.

Secret Ballot Votes: The Moderator determines whether or not an article requires a secret ballot according to Town By-laws. If the Moderator determines that an Open Vote applies to an article, at least 25 voters may request that a secret ballot vote be taken. The request for a secret ballot vote must be made prior to the open vote being taken.

Amending an Article at Town Meeting: Any time after a main motion has been made and seconded, but before being voted on, it is possible to amend the main motion:

1. Ask the Moderator for recognition.
2. Present a motion to amend verbally and submit a copy of the motion in writing to the Moderator. The motion to amend must include your name as sponsor, any change in appropriation and its source.
3. The motion to amend must be seconded.
4. The motion to amend must be voted on by Town Meeting separately from the main motion.
5. The motion to amend must pass by a simple majority vote.
6. More than one motion to amend can be made to the main motion, but must be presented and voted on one at a time. A motion to amend must be made before the main motion is voted on.
7. After all motions to amend are voted, the main motion, (or as amended), must be voted on.

Reconsider an Article: An article may be reconsidered, that is revoted, **only** within thirty (30) minutes of the time that the main article (motion) was voted on. An article can only be reconsidered once. To reconsider:

1. Ask the Moderator for recognition.
2. Ask for reconsideration within the thirty (30) minute time limit. The Moderator can now finish present business, which may go on beyond thirty (30) minute limit. However, The Moderator shall take up the reconsideration as the next order of business.
3. At the proper time, present your motion for reconsideration and state your name.
4. At the Moderator's option, he can move the motion without further discussion.

NECESSARY MAJORITIES*

9/10 majority is required for unpaid bills of prior fiscal years (Special Town Meeting) that had no appropriation.

4/5 majority is required for unpaid bills of prior fiscal years, (Annual Town Meeting).

2/3 majority is required for all borrowing, land acquisitions or transfers and zoning by-laws.

Simple majority is required for all else, such as: regular By-laws, current appropriations and transfers, unpaid bills of prior years that have money appropriated but arrived too late to be included.

NOTE:

Yes and No votes will only be considered in the calculation of percentages. To figure the percentage, divide the Yes votes by the total Yes and No votes.

Example: 100 Yes, 50 No, and 20 Blanks shall be interpreted as:

$$\frac{100 \text{ Yes}}{100 \text{ Yes} + 50 \text{ No}} = 66.7\% \text{ or } 2/3$$

*Please note these vote quantum's are for example only and there may be other types of votes, which fall under each of the categories listed above.

Article #	***Title***	***Department***	***Appropriation***
1	ZONING BY-LAWS WITH REGARD TO THE NEIGHBORHOOD BUSINESS OVERLAY DISTRICT (NBOD, SECTION 9.3) AS FOLLOWS:	Acting Town Administrator	None
2	APPROVAL OF 129 PARKER STREET CONCEPT PLAN	Acting Town Administrator	None

ARTICLE 1: TO SEE IF THE TOWN WILL VOTE TO AMEND THE PROTECTIVE ZONING BY-LAWS WITH REGARD TO THE NEIGHBORHOOD BUSINESS OVERLAY DISTRICT (NBOD, SECTION 9.3) AS FOLLOWS:

Item 1. **Amend Section 9.3.2 entitled "Applicability," which presently reads:**

9.3.2 **Applicability.** The NBOD is an overlay district superimposed over, rather than replacing, the applicable underlying zoning districts. NBOD authorizes certain uses not allowed in the underlying base district provided certain special terms and conditions are met regarding the establishment of such uses. Where the NBOD authorizes uses not otherwise allowed in the underlying district, the provisions of the NBOD shall control. Except as provided in this Section 9.3, the NBOD does not in any manner alter or remove the zoning rights permits in the underlying base zoning district(s). Nothing contained in this section 9.3 shall prohibit or limit uses otherwise permitted by right or by Special Permit in the base zoning district(s).

To read instead:

9.3.2 **Applicability.** The NBOD is an overlay district superimposed over, rather than replacing, the applicable underlying zoning districts. The NBOD authorizes certain uses not allowed in the underlying base district provided certain special terms and conditions are met regarding the establishment of such uses. Where the NBOD authorizes uses not otherwise allowed in the underlying district, the provisions of the NBOD shall control. Except as provided in this Section 9.3, the NBOD does not in any manner alter or remove the zoning rights permits in the underlying base zoning district(s). Nothing contained in this section 9.3 shall prohibit or limit uses otherwise permitted by right or by Special Permit in the base zoning district(s). **Where any provision in the NBOD is silent the applicable provision of the Protective Zoning By-Laws shall control. Where any provision of the NBOD is not silent, the provision of the NBOD shall control.**

Item 2. **Amend Section 9.3.3 entitled "Requirement for Approval of a Concept Plan at Town Meeting," which presently reads:**

9.3.3 **Requirement for Approval of a Concept Plan at Town Meeting.** No development for uses not otherwise allowed in the underlying zoning district shall be permitted on any land within the NBOD without first obtaining approval, by a majority vote at Town Meeting, of a Concept Plan that identifies the proposed development. At the property owner's discretion, one or more Concept Plans may be submitted at different times and a Concept Plan may include development of all, or any smaller portion, of the relevant parcel or lot. Each Concept Plan submitted for approval at Town Meeting shall include the following information:

1. The area of land proposed to be developed under the NBOD regulations, which may be less than the total area of the applicable lot.

2. The topography of the land to be developed.

3. The location of wetlands and water bodies, if any.

4. The location of existing roads and ways serving the land to be developed.

5. The general location, size and shape of existing structures to be removed, and the general location, size and shape of existing structures to remain.

6. The general location and size of all required buffer areas provided in compliance with Section 6.1.

7. The general location and approximate size of all proposed new buildings, including the approximate size of each single principle use within said buildings; the final size of each single principle use to be determined via the Town's site plan review process and shall not exceed the dimensional requirements in Table G.

8. Examples of amenities and design features to be included as part of the proposed development.

9. Illustrations of the general architecture of the proposed structures.

10. A preliminary traffic impact analysis.

11. A written proposal from the Property Owner ("Developer") that addresses, but is not limited to, the following:

    a. Any proposed exactions, financial gifts, easements or land gifts

    b. Payment for consultant review of plans and documents accompanying the Concept Plan

    c. The timing of assessment of new improvements

    d. The Developer's payment for design and implementation of traffic

    e. Transfer of responsibilities and commitments in the event the property is sold

Such proposal shall be incorporate into the terms of a development agreement, which may include other provisions between the Developer and the Town of Maynard acting by and through the Board of Selectmen and the Planning Board before final site plan approval is granted by the Planning Board.

To read instead:

9.3.3 **Requirement for Approval of a Concept Plan at Town Meeting.** No development for uses not otherwise allowed in the underlying zoning district shall be permitted on any land within the NBOD without first obtaining approval, by a majority vote at Town

Meeting, of a Concept Plan that identifies the proposed development. A Concept Plan shall be defined as a plan of the proposed development which is preliminary and conceptual in nature and which shall include the general use and approximate size and location of the buildings, project layout, proposed roads, parking, and all items as set forth in subparagraphs 1-10 below along with all other amenities, to the best of the property owner's knowledge as of the date of the Concept Plan. At the property owner's discretion, one or more Concept Plans may be submitted at different times and a Concept Plan may include development of all, or any smaller portion, of the relevant parcel or lot. Each Concept Plan submitted for approval at Town Meeting shall include the following information:

1. The area of land proposed to be developed under the NBOD regulations, which may be less than the total area of the applicable lot.
2. The topography of the land to be developed.
3. The location of wetlands and water bodies, if any.
4. The location of existing roads and ways serving the land to be developed.
5. The general location, size and shape of existing structures to be removed, and the general location, size and shape of existing structures to remain.
6. The general location and size of all required buffer areas provided in compliance with Section 9.3.11.3.
7. The general location and approximate size of all proposed new buildings, the final **location and size of each building** to be determined via the Town's site plan review process and shall not exceed the dimensional requirements in Table G.
8. Examples of amenities and design features to be included as part of the proposed development.
9. Illustrations of the general architecture of the proposed structures.
10. A preliminary traffic impact analysis.
11. Prior to the vote at Town Meeting on the Concept Plan, a Development Agreement shall be signed by the Board of Selectmen, Planning Board and the Property Owner ("Developer") that addresses, but is not limited to, the following:
    a. **Any proposed exactions, financial gifts, easements or land gifts**
    b. **Payment for consultant review of plans and documents accompanying Concept Plan**
    c. **The timing of assessment of new improvements**

d. The Developer's payment for design and implementation of traffic

e. Transfer of responsibilities and commitments in the event the property is sold

Item 3. Amend Section 9.3.5 entitled "Permitted Principal Uses," which presently reads:

9.3.5 Permitted Principal Uses. The following uses are allowed by right in the Neighborhood Business Overlay District:

Healthcare Facility
Health Club
Restaurant
Garden Center
Personal Service Establishment
Supermarket
Retail Business
Wholesale Business
Mixed Use with fewer than five (5) dwelling units
Multiple principal uses on a single lot or parcel within the NBOD

To read instead:

9.3.5.1 **Permitted Principal Uses.** The following uses are allowed by right in the Neighborhood Business Overlay District:

Healthcare Facility, **including Clinic and Medical, Dental and Psychiatric Office**
Health Club
Restaurant*
Garden Center
General or Personal Service Establishment **and Business or Professional or Other Office**
Supermarket
Retail Business
Wholesale Business
Mixed Use with fewer than five (5) dwelling units
Multiple principal uses on a single lot or parcel within the NBOD
Printing Shop
Emerging Energy Technology Establishment
Child Care Center
Adult Day Care

***There shall be no more than three (3) Restaurants allowed by right.**

Item 4. Add a new Section 9.3.5.2 entitled "Prohibited Uses" after Section 9.3.5.1, to read as follows:

9.3.5.2 Prohibited Uses. In addition to any use which is not specifically permitted in this Section 9.3 and which is otherwise prohibited in the underlying district, any Medical Marijuana Dispensary and/or growing facility shall be prohibited in the NBOD.

Item 5. **Amend Section 9.3.7 entitled "Uses Permitted by Special Permit of the Planning Board," which presently reads:**

9.3.7. **Uses Permitted by Special Permit of the Planning Board.** The following uses are allowed by Special Permit in the Neighborhood Business Overlay District:

Multi-family Dwelling
Parking Structures
~~Mixed-use-with-five-(5)-or-more-dwelling-units~~

To read instead:

9.3.7. **Uses Permitted by Special Permit of the Planning Board.** The following uses are allowed by Special Permit in the Neighborhood Business Overlay District:

Elderly Housing and Assisted Living Residence
Parking Structures
Mixed use with five (5) or more dwelling units
Motor Vehicle Light Service
Brewery with Ancillary Food Service
Fast Food Restaurant
Multi Family Dwelling
Restaurant (the fourth (4th) or more)

Item 6. **Amend Section 9.3.8 entitled "Dimensional Requirement," which presently reads:**

9.3.8 **Dimensional Requirements.** Table G lists the dimensional requirements for each single principal use within the NBOD. Uses listed in Table G as "N/A" have no corresponding dimensional requirement.

TABLE G: NBOD DIMENSIONAL REQUIREMENTS

Principal Use	Maximum Gross Floor Area
Multi-Family Dwelling	N/A
Healthcare Facility	N/A
Health Club	30,000 s.f.
Restaurant	10,000 s.f.
Garden Center	25,000 s.f.
Personal Services Establishment	5,000 s.f.
Supermarket	75,000 s.f.
Retail Business	35,000 s.f.
Wholesale Business	35,000 s.f.

To read instead:

9.3.8 Dimensional Requirements. Table G lists the dimensional requirements for each single principal use within the NBOD, unless otherwise set forth in Section 9.3.

TABLE G: NBOD DIMENSIONAL REQUIREMENTS

Principal Use	Maximum Gross Floor* Area	
1. Multi-Family Dwelling and Garden Apartment and Elderly Housing and Assisted Living Residence	325,000 s.f.	
2. Retail Business and all other Permitted Principal Uses set forth in Section 9.3.5 other than 1. and 3. in this Table G a. No more than 1 structure b. No more than 1 structure c. No more than 2 structures d. No more than 2 structures e. No more than 5 structures	328,000 s.f. total calculated as follows: 118,000 s.f. 117,000 s.f. 50,000 s.f. 14,000 s.f. 29,000 s.f.	
3. Municipal Facility	55,000 s.f.	

*The maximum gross floor area for any non-residential single tenant or related entity under common control shall be 85,000 s.f.

Item 7: Amend Section 9.3.9 entitled "District Total," which presently reads:

9.3.9 District Total. The total gross floor area for all principal uses within the NBOD, including nonresidential portions of Mixed Use structures, excluding multifamily dwellings, healthcare facilities, and residential components of mixed use structures, shall not exceed 175,000 s.f.

To read **instead:**

9.3.9 Non-Residential Total. The total gross floor area for all principal uses within the NBOD, including nonresidential portions of Mixed Use structures, excluding multifamily dwellings, healthcare facilities, and residential components of mixed use structures, shall not exceed **the corresponding Maximum Gross Floor Area set forth in Table G.**

Item 8: **Amend Section 9.3.10 entitled "Housing Cap," which presently reads:**

9.3.10 **Housing Cap.** The maximum number of housing units in the NBOD shall not exceed one hundred (100).

To read **instead:**

9.3.10 **Housing Cap.** The maximum number of housing units in the NBOD shall not exceed **two hundred fifty (250).**

Item 9. **Amend Section 9.3.11 entitled "Design Criteria," which presently reads:**

9.3.11 **Design Criteria.** In addition to provisions in other sections of this By-law, the criteria listed in this Section 9.3.11 shall apply to any action in the NBOD requiring site plan approval under Section 10.5.

1. Lighting. These standards are intended to: promote a lighting design for all development within the NBOD to ensure public safety and welfare; and protect the night sky from unnecessary ambient light. Any lighting plan submitted as part of a Site Plan Review application, shall include the following:

a. All lighting installations shall be designed to achieve no greater than the minimum luminance levels for the activity as recommended in the most recent standards established by the Illuminating Engineering Society of North America (IESNA);

b. To prevent glare on off-site locations, all outdoor lighting fixtures shall be full cut-off

(Full cutoff means that no light is emitted above the horizontal plan that intersects the
lowest part of the fixture). Where necessary to prevent light or glare, accessories such as hoods and shields shall be used on lighting fixtures. The source of light shall be so arranged and shielded as to prevent direct glare from the light source into any public street or onto adjacent property;

c. Security lighting shall be shielded and directed at a downward angle.

d. As part of any application for Site Plan Review, the applicant shall prepare a

lighting study showing that the development will meet these standards.

2. Utilities Underground. All new, non-municipal utilities (such as electricity, telephone, gas, fiber optic cable) shall be placed underground.

3. Setbacks/Buffers. For the construction of any new building, a setback area of one hundred (100) feet shall be provided at the perimeter of any lot or parcel in the NBOD where it abuts the property line of any residentially zoned or occupied properties, except for fences twelve (12) feet in height or less and driveways necessary for access and egress to and from the new building(s); provided, however, that existing structures and existing access roadways and paved areas are exempt from this requirement. Notwithstanding the preceding, existing structures and paved areas shall not be made more non-conforming except for ~~American with Disabilities Act (ADA) compliance. A buffer area of forty five~~ (45) feet shall be provided where the property line of any land within the NBOD is contiguous to the property line of another lot within an existing residential district. The buffer shall be landscaped and screened by way of fences, walls, and/or plantings (including existing vegetation and trees) to reasonably and substantially shield abutting land from parking and loading areas and buildings. Any such fences or walls may, in the reasonable determination of the Planning Board, provide openings to allow safe pedestrian access and egress between the development sit and the adjacent neighborhood.

4. Parking. Required parking shall be four (4) spaces per one thousand (1,000) square feet of gross floor area for retail and supermarket uses. For outdoor sales and display areas of a Garden Center uses, required parking shall be one (1) space per three thousand (3,000) square feet of outside merchandise display area. For all other allowed uses, the parking requirement for such use shall be in accordance with the schedule of parking uses set forth in Section 6.1 of this By-law.

To read instead:

9.3.11 Design Criteria. In addition to provisions in other sections of this By-law **concerning design criteria to the extent they may be applicable**, the criteria listed in this Section 9.3.11 shall apply to any action in the NBOD requiring site plan approval under Section 10.5.

1. Lighting. These standards are intended to: promote a lighting design for all development within the NBOD to ensure public safety and welfare; and protect the night sky from unnecessary ambient light. Any lighting plan submitted as part of a Site Plan Review application, shall include the following:

   a. All lighting installations shall be designed to achieve no greater than the minimum luminance levels for the activity as recommended in the most recent standards established by the Illuminating Engineering Society of North America (IESNA);

b. To prevent glare on off-site locations, all outdoor lighting fixtures shall be full cut-off

(Full cutoff means that no light is emitted above the horizontal plan that intersects the lowest part of the fixture). Where necessary to prevent light or glare, accessories such as hoods and shields shall be used on lighting fixtures. The source of light **shall be low profile lights of twenty-five (25) feet or less and** shall be so arranged and shielded as to prevent direct glare from the light source into any public street or onto adjacent property;

c. Security lighting shall be shielded and directed at a downward angle.

d. As part of any application for Site Plan Review, the applicant shall prepare a lighting study showing that the development will meet these standards.

2. Utilities Underground. All new, non-municipal utilities (such as electricity, telephone, gas, fiber optic cable) shall be placed underground.

3. Setbacks/Buffers. For the construction of any new building, **front setback area of at least one hundred (100) feet, and rear setback area of at least fifty (50) feet and side setback area of at least sixty (60) feet shall be provided at the perimeter of the NBOD development where it abuts the property line of any residentially zoned properties and twenty (20) feet where it abuts open space** zoned properties, except for fences twelve (12) feet in height or less and driveways necessary for access and egress to and from the new building(s); provided, however, that existing structures and existing access roadways and paved areas are exempt from this requirement. Notwithstanding the preceding, existing structures and paved areas shall not be made more non-conforming except for American with Disabilities Act (ADA) compliance. A buffer area of **no less than forty (40) feet in the side and rear setback areas and twenty (20) feet in the front setback area** shall be provided where the **perimeter of the NBOD development** is contiguous to the property line of another lot within an existing residential district. The buffer shall be landscaped and screened by way of fences, walls, and/or plantings (including existing vegetation and trees) to reasonably and substantially shield abutting land from parking and loading areas and buildings. Any such fences or walls may, in the reasonable determination of the Planning Board, provide openings to allow safe pedestrian access and egress between the development sit and the adjacent neighborhood.

4. Parking. Required parking shall be **one (1)** spaces per **three hundred (300)** square feet of gross floor area for **office**, retail, supermarket **and all other allowed uses not set forth herein**. For outdoor sales and display areas of a Garden Center uses, required parking shall be one (1) space per three thousand (3,000) square feet of outside merchandise display area. **For multi-family and other dwelling units, except Elderly Housing which shall be controlled by section 6.1.5, the required parking shall be 1.75 spaces per unit. For all**

restaurant uses, required parking shall be one (1) space per eighty-five (85) square feet of gross floor area. For warehouse uses, required parking shall be one (1) space per twenty-five hundred (2,500) square feet of gross floor area. Relief from these parking standards may be granted by special permit by the Planning Board.

5. Dimensional Requirements. The minimum requirements of the NBOD development shall be an area of 15,000 s.f.; 100 feet of frontage and 100 feet in width; total maximum building coverage 35% of the NBOD development; maximum building height of fifty-two (52) feet for residential uses and forty (40) feet for any other uses within the NBOD; minimum landscape open area of 20% of the NBOD development; and minimum landscape open area of 5% in the front yard of the NBOD development.

Item 10: Amend 9.3.12 entitled "Site Plan Approval," which presently reads:

9.3.12 **Site Plan Approval.** The provisions of Section 10.5, Site Plan Approval, shall apply to uses, buildings and structures permitted by right or by Special Permit in the NBOD.

1. All new development pursuant to the NBOD shall be subject to Site Plan Approval from the Planning Board. The Planning Board may not issue such Approval unless the proposed Site Plan substantially conforms to the Concept Plan approved by the Town Meeting. The Planning Board may permit minor modifications to the proposed development in connection with its site plan review, provided that the Planning Board finds, in its reasonable discretion and in writing, that any such modifications do not materially conflict with the general intent of the Concept Plan as approved.

To read instead:

9.3.12 **Site Plan Approval.** The provisions of Section 10.5, Site Plan Approval, shall apply to uses, buildings and structures permitted by right or by Special Permit in the NBOD.

1. All new development pursuant to the NBOD shall be subject to Site Plan Approval from the Planning Board. The Planning Board may permit modifications to the proposed development in connection with its site plan review, provided that the Planning Board finds, in its reasonable discretion and in writing, that any such modifications do not **substantially and** materially conflict with the general intent of the Concept Plan as approved.

Item 11: Add a new Section 9.3.14 entitled "Special Permitting Granting Authority" after Section 9.3.13, to read as follows:

9.3.14 Special Permit Granting Authority. The Planning Board shall be the Special Permit Granting Authority for this Section 9.3.

OR PASS ANY VOTE OR TAKE ANY OTHER ACTION RELATIVE THERETO.

SUBMITTED BY: Acting Town Administrator
APPROPRIATION: None
FINCOM RECOMMENDATION: At Town Meeting
PLANNING BOARD RECOMMENDATION: At Town Meeting

ARTICLE 2: APPROVAL OF 129 PARKER STREET CONCEPT PLAN

TO SEE IF THE TOWN WILL VOTE TO: approve, in accordance with Section 9.3.3 of the Protective Zoning By-Laws, a Concept Plan, together with all supporting material identified in Section 9.3.3, for the development of property located at 129 Parker Street, Maynard, Massachusetts which property is located within the Neighborhood Business Overlay District and also known as Parcel Identification Number 025.0-0000-0152.0 and shown on Assessor's Maps 24, 28 and 29 as NB and on Map 25 as Parcel 152. Said Concept Plan entitled, "Concept Plan B, 129 Parker Street, Maynard, MA.," dated March 26, 2013 and prepared by CI Design, Inc., together with all required supporting materials, is on file and available for review with the Town Clerk and the Planning Office,

OR PASS ANY VOTE OR TAKE ANY OTHER ACTION RELATIVE THERETO.

SUBMITTED BY: Acting Town Administrator
APPROPRIATION: None
FINCOM RECOMMENDATION: At Town Meeting
PLANNING BOARD RECOMMENDATION: At Town Meeting

Given under our hands this *9th* day of *April in* the year Two Thousand and Thirteen.

Dawn Capello, Chairman

Brendon Chetwynd, Selectman

David Gavin, Selectman

Mick Hurrey, Selectman

James Buscemi, Selectman

A true copy, Attest _____ Constable of Maynard.

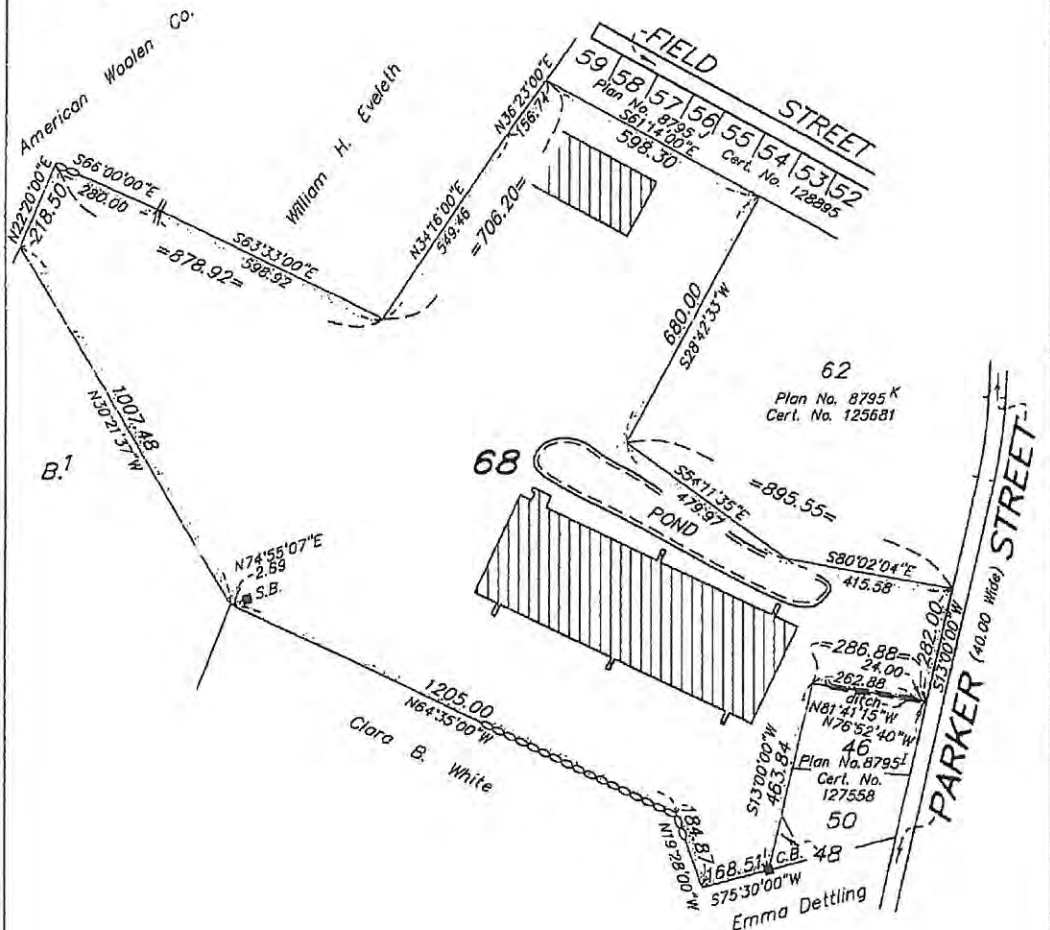
CTF 218672 Book 1223 Page 122

SUBDIVISION PLAN OF LAND IN MAYNARD

Holden Engineering and Surveying, Inc., Surveyors

May 1, 2001

8795N



Middlesex South Registry District

NOV 29

RECEIVED FOR REGISTRATION

3 O'CLOCK P M

Subdivision of Parts of Lots C and B-2 ; Lots 47 and 49
Shown on Plans 8795-C and 8795-E ; 8795-I
Filed with Cert. of Title Nos. 17659 and 52014 ; 127558
South Registry District of Middlesex County

Separate certificates of title may be issued for land shown hereon as Lot 68
By the Court.

Recorder

OCT. 9, 2001

JMF-056C

Abutters are shown as an original decree plan.

Copy of part of plan filed in
LAND REGISTRATION OFFICE
JULY 20, 2001
Scale of this plan 300 feet to an inch
Louis A. Moore, Engineer for Court

Exhibit E

PK2 Improvements

Specifications And PLANS

BUILDOUT PLAN

HAYWARD YOUTH CENTER

SPECIFICATIONS

PK2 BUILDING

- Remove existing Chillers located on west side of PK2 and all associated hardware
- Remove the two (2) internal air conditioning units and all associated hardware
- Repair roof in accordance with Progressive Roofing, Inc. March 14, 2013 Proposal
- Remove carpet from all areas of the building; abate all asbestos as required in accordance with applicable laws governing asbestos abatement. Replace entire floor (except the gymnasium floor which shall be a rubber flooring), with commercial grade Vinyl Coated Tile (VCT) (color to be chosen by the Town) or with commercial grade carpeting, Shaw's Aladdin Cloisonne II Series -or equal at the Town's reasonable discretion.
- Remove interior sheet rock and joint compound from designated walls as per the attached buildout plan; abate all asbestos contained in walls to be demolished, if any, in accordance with applicable laws governing asbestos abatement.
- Remove all required friable asbestos containing material (ACM) as identified in the preliminary Covino Environmental Associates, Inc. report dated May 7, 2013.
- Remove all above ceiling network/computer cabling (white Cat5) as required by building codes, wiring to be removed is to be identified by the town prior to removal.
- Maintain current ADA compliance with all new construction.
- All new doors installed are to be fire rated, where required by law, commercial grade solid core with appropriate matching hardware.
- Replace all ceiling tiles and/or ceiling grids throughout where damaged due to water or past construction
- All newly constructed walls will be ½" or 5/8" (same thickness as in existing buildout) gypsum wallboard, taped, sanded and finished smooth with 1 coat of primer and 1 coat of finish paint (color to be chosen by the Town). Walls shall be installed from the floor to ceiling grid.
- All separated areas shall have walls from floor to underside of roof deck (i.e. between COA and School Admin)
- Install electrical outlets per code in all newly constructed interior walls
- In all new walls as required install a pull string from the box location to 6" above the ceiling, locations to be identified by the town for cable/data and phone
- The gymnasium, Maynard School Department, the youth activity center and community center areas shall be completely built out and finished in a move in ready turn-key and

commercially reasonable condition in accordance with the attached plan.

GYMNASIUM

- Construct High School regulation size gymnasium (MIAA Regulation) within existing PK2 building including; rubber floor, basketball court lines with at least two (2) backboards with baskets, and a half court curtain for separation. Actual court size 84' x 50' with at least a 10' unobstructed space on all 4 sides. Minimum size area without storage area 104' x 70'. Purchase and install six sets of four (4) row portable, fifteen (15) foot tip and roll bleachers for spectator seating. The cost for these bleachers is estimated to be $4,000.00.

Kevin Sweet

From: Glenn Potter [gpotter@covinoinc.com]
Sent: Tuesday, May 07, 2013 2:29 PM
To: Wayne Amico; Kevin Sweet
Cc: Peter von Au; Dan Tyros; Angela Russo
Subject: Preliminary Asbestos and Lead Paint Results
Attachments: Lead Results-129 Parker St., Maynard (C274635).pdf; Preliminary Asb Results-129 Parker St, Maynard (4.19.13).pdf

Attached are the preliminary Asbestos and Lead Paint Testing Results for the 129 Parker Street Building.

Asbestos-containing materials identified in the building include:

- Floor tile and mastic (assumed throughout most areas of the building – including below carpets);
- Joint compound associated with gypsum board walls (Assume throughout building at this time; however, additional site investigation and bulk sampling is recommended due to inconsistent results)
- Pipe thread sealant associated with sprinkler line fittings
- Exterior cement panels on upper façade

We have not completed the asbestos removal cost estimate yet; however; a very preliminary order-of-magnitude type budget estimate would be in the $500,000 range. The big ticket items are the joint compound and the flooring and both of these materials would likely need to be removed as part of a building renovation.

No lead was detected in the paint chip samples collected. There may be other materials containing lead paint that were not tested; however; I don't anticipate significant renovation costs due to lead.

I understand Peter von Au has provided information on the results of our microbial investigation; which has identified a number of moisture issues that will need to be addressed.

We are working on tracking down the PCB sampling results for the window caulk and will forward those results as soon as we receive them.

Our inspectors have been very busy in the field and are behind in preparing the written reports. I will see if I can push things along somehow and get this report completed in the next week or so. Feel free to contact me if you have any questions. - Glenn

Glenn N. Potter
Director, Building Sciences Group
email: **gpotter@covinoinc.com**

Covino Environmental Associates, Inc.
300 Wildwood Avenue
Woburn, MA 01801
Phone: 781.933.2555
Fax: 781.932.9402
Website: www.covinoinc.com

ProScience Analytical Services, Inc.
22 Cummings Park, Woburn, MA 01801

Telephone: 781-935-3212
Facsimile: 781-932-4857
Email: chemistry@proscience.net

Laboratory Report

Contact: Glenn Potter
Client: Covino Environmental Associates, Inc,
Address: 300 Wildwood Avenue
Woburn, MA 01801

Batch #: C 274635
Date received: 4/23/2013
Date analyzed: 4/29/2013
Date of report: 4/29/2013

Project # 1300553
P.O.# N/A
Project Site: Town Of Maynard - 129 Parker St
Maynard, MA

AIHA-LAP, LLC Lab ID 102754

Lead Analysis In Paint Using SOP Based on SW846-7420/3051
Results in weight percent on an "as received" weight basis

Lab ID	Client ID	Sample date	Description	Result	Reporting Limit	Comments
C 459407	1	N/A	Hot Water/Mech Room Wall	<RL	0.033	
C 459408	2	N/A	Electrical Room Wall	<RL	0.015	
C 459409	3	N/A	Storage Rm Center Wall	<RL	0.018	
C 459410	4	N/A	Storage Rm West Side /Center Wall	<RL	0.022	

Simona Peavey, Tech. Manager Chemistry
Aimee Cormier, Lab Director

Unless otherwise indicated, all samples were received in acceptable condition.
All result apply only to the samples as received and are accurate to no more than two significant figures.
Unless otherwise indicated, all the quality control criteria for the method above have been met.
RL-Reporting Limit(%by weight) Note on units: mg/Kg is the same as ppm by weight.

C 274635

LEAD CHAIN OF CUSTODY

Attn Glenn Potter

Covino Environmental Associates, Inc., 300 Wildwood Avenue, Woburn, MA 02180 Telephone (781)933-2555, Fax (781)932-9402

Covino Project No. :	Client:	Requested Turn-Around Time:
1300553	Town of Maynard 129 Parker St Maynard Ma	Verbal _____ Written Standard

Sample ID No.	Sample Type	Description and Location	Results	Detection Limit	
1	Pb Paint chip	Hot water/Mech Room wall			45940
2	Pb Paint chip	Electrical Room wall			08
3	Pb Paint chip	Storage Rm Center wall			00
4	Pb paint chip	Storage Room Westside/Center wall			10

Relinquished by: [signature] Date: 4/23/13
Received by: Kathy Artone Date: 4-23-13@ 4:10pm
Relinquished by _____ Date: _____
Received by _____ Date: _____

Analyst Signature: _____ Date: _____

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300553
Samples Collected by: Dan Tymas
License # A-1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr ~~standard (5 day)~~
Contact Glenna Potter
Phone
Fax
Email

Sample ID	DO NOT WRITE IN SHADED AREAS	Stereoscopic Visual				Optical Properties						Fiber Ref. Ind.		%Asbestos Fiber Present						% Non Asbestos Present					
Field ID # / Lab ID #	DESCRIPTION	Color	%Asb	Text	Homog	Morph	Extin	Sign E	Bire	Pleo	Other	⊥	||	CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
01A / 378277	MATERIAL: Floor tile under carpet LOCATION: S/E corner Office	W H	6	NF	Y	W	W	+	2W			1.548	1.556	6											94
01B / 378278	MATERIAL: floor tile under carpet LOCATION: N/E corner office	W H	6	NF	Y	W	W	+	2W			1.548	1.556	6											94
01C / 378279	MATERIAL: floor tile under carpet LOCATION: Center Hallway	W H	6	NF	Y	W	W	+	2W			1.548	1.556	6											94
01D / 378280	MATERIAL: floor tile under carpet LOCATION: N/W office	W H	6	NF	Y	W	W	+	2W			1.548	1.556	6											94
01E / 378281	MATERIAL: floor tile under carpet LOCATION: S/E Corner Office	W H	6	NF	Y	W	W	+	2W			1.548	1.556	6											94
02A / 378282	MATERIAL: Mastic w/floor tile LOCATION: S/E Corner Office	BK	10	NF	Y	W	W	+	2W			1.550	1.558	10											90

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.9C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300552
Samples Collected by: Dan Tyrus
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Bire	Pleo	Other	Fiber Ref. Ind. ⊥	Fiber Ref. Ind. ∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
02B 378283	MATERIAL: Mastic w/ floor tile LOCATION: N/E Corner Office	BK	10	NF	Y	W	1.4	7	LW			1.550	1.558	10											90
02C 378284	MATERIAL: Mastic w/ floor tile LOCATION: Center Hallway	BK	10	NF	Y	W	1.4	6	LW			1.550	1.558	10											90
02D 378285	MATERIAL: Mastic w/ floor tile LOCATION: N/W Office	BK	10	NF	Y	W	1.2	7	LW			1.550	1.558	10											90
02E 378286	MATERIAL: Mastic w/ floor tile LOCATION: S/E Corner Office	BK	10	NF	Y	W	1.2	7	LW			1.550	1.558	10											90
03A 378287	MATERIAL: Gypsum wallboard LOCATION: Eastside Office	GY	0	LW																3 150	35 11 vc				62
03B 378288	MATERIAL: Gypsum wallboard LOCATION: Center Hallway	GY	0	LW																	4 11 vc				96

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.9C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300552
Samples Collected by: Dan Tyres
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Mc

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
03C / 378289	MATERIAL: Gypsum Wallboard / LOCATION: Storage Rm westside	G / Y / I	N / D	2	N																25 / 4m				75
04A / 378290	MATERIAL: Joint Compound / LOCATION: Eastside Office	W / H	N / D	f	y																				100
04B / 378291	MATERIAL: Joint Compound / LOCATION: Eastside Kitchen	W / H	N / D	f	y																				100
04C / 378292	MATERIAL: Joint Compound / LOCATION: Center Hallway	W / H	N / D	f	y																				100
04D / 378293	MATERIAL: Joint Compound / LOCATION: Center Hallway	W / H	N / D	f	y																				100
04E / 378294	MATERIAL: Joint Compound / LOCATION: Storage Rm	W / H	N / D	f	y																				100

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.1C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300552
Samples Collected by: Dan Tynes
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Mc

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	% Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
07 F / 378295	MATERIAL: Joint Compound / LOCATION: Telephone Rm	W 4	N 5	f	y																				100
07 G / 378296	MATERIAL: Joint Compound / LOCATION: Westside Office	W 4	N 5	f	y																				100
07 H / 378297	MATERIAL: Joint Compound / LOCATION: Westside Office	W 4	N 5	f	y																				100
07 I / 378298	MATERIAL: Joint Compound / LOCATION: S/W Corner Office	W 4	3	f	y	W	∥	t	LW			1.5%	1.5%	3											97
05A / 378299	MATERIAL: Waterline pipe insulation / LOCATION: Mech Room	6 4	N 5	f	y															30 / ISO					70
05B / 378300	MATERIAL: Waterline pipe insulation / LOCATION: Mech Room	6 4	N 5	f	y															35 / ISO					65

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.16

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300558
Samples Collected by: Dan Tyrus
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Mc

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	SignE	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
05C / 378301	MATERIAL: water line pipe insulation LOCATION: Center Office Area	G	N	f	y															35 ±50					65
06A / 378302	MATERIAL: Drain line bowl insulation LOCATION: Westside Center	G	N	f	y															30 ±50					70
06B / 378303	MATERIAL: Drain line bowl insulation LOCATION: Westside Center	G	N	f	y															30 ±50					70
06C / 378304	MATERIAL: Drain line bowl insulation LOCATION: Westside Center	G	N	f	y															30 ±50					70
07A / 378305	MATERIAL: Drain line pipe fittings insulation LOCATION: Westside Center	G	N	L	W															25 ±50	12 11m				63
07B / 378306	MATERIAL: Drainline pipe fittings insulation LOCATION: Westside Center	G	N	f	y															40 ±50					60

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.1C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300558
Samples Collected by: Dan Lyons
License # A1032873
Date(s) Collected: 4/19/13

Client: Town of Weymouth
Project Name and Location: 129 Pearl St Weymouth MA

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Fetter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS — DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Birefr	Pleo	Other	Fiber Ref Ind. ⊥	Fiber Ref Ind. ∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
07C / 378307	MATERIAL: Drain pipe to tile mastic LOCATION: Eastside Center	G	~	~	Hg															40 ≤50					60
08A / 378308	MATERIAL: Carpet Adhesive LOCATION: Eastside Office Area	T	~	~	Hg																				100
08B / 378309	MATERIAL: Carpet Adhesive LOCATION: Center Hallway	T	~	~	Hg																				100
08C / 378310	MATERIAL: Carpet Adhesive LOCATION: Westside Center	T	~	~	Hg																				100
09A / 378311	MATERIAL: Brown Caulk LOCATION: Janitors Closet	BR	~	~	Hg																				100
09B / 378312	MATERIAL: Brown Caulk LOCATION: Janitors Closet	BR	~	~	Hg																				100

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.4C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Page 1 of 14

Covino Project No. 1300552
Samples Collected by: Dan Tyrres
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	SignE	Bire	Pleo	Other	Fiber Ref. Ind. ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
10A / 378313	MATERIAL: Adhesive w/ Cone base LOCATION: Janitors Closet	B R	N D	N f	Y																				100
10B / 378314	MATERIAL: Adhesive w/ Cone base LOCATION: Janitors Closet	B R	N D	N f	Y																				100
11A / 378315	MATERIAL: Residual Adhesive w/ Cone base Green LOCATION: Eastside Office Area	M U	2*	LW		W	11	+	LW			1.549	1.556	2*											98
11B / 378316	MATERIAL: Residual Adhesive w/ Cone base Green LOCATION: Eastside Office Area	M U	2*	LW		W	11	+	LW			1.549	1.556	2*											98
11C / 378317	MATERIAL: Residual Adhesive w/ Cone base Green LOCATION: Center Area	M U	2*	LW		W	11	+	LW			1.549	1.556	2*											98
12A / 378318	MATERIAL: Green Cone base LOCATION: Eastside Office Area	G N	N D	N f	Y																				100

Relinquished by: [signature] Date: 4/22/13 Received by: KM Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 24.4C

*chrysotile detected in tan joint compound

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300552
Samples Collected by: Dan Tyrus
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	%Asb	Text	Homog	Optical Properties: Morph	Extin	SignE	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
12A / 378319	MATERIAL: Green Cove base LOCATION: Eastside office Area	G N	N O	N F	Y																				100
13A / 378320	MATERIAL: 2x4 Ceiling tile w small holes LOCATION: Eastside	G Y W H	N O	L	N															25 ±50	45 11ne				30
13B / 378321	MATERIAL: 2x4 Ceiling tiles w/ small holes LOCATION: Westside	G Y W H	N O	L	N															25 ±50	45 11ne				30
14A / 378322	MATERIAL: 2x4 Ceiling Tiles w/ worm pattern LOCATION: Telephone Room	G Y W H	N O	L	N															35 ±50	40 11ne				25
14B / 378323	MATERIAL: 2x4 Ceiling Tiles w/ worm pattern LOCATION: Janitors Closet	G Y W H	N O	L	N															35 ±50	40 11ne				25
15A / 378324	MATERIAL: Sprinkler pipe thread Sealant LOCATION: Eastside	G Y	4	N F	Y	W	11	7	L	N		1.549	1.556	4											96

Relinquished by: DG Date: 4/22/13 Received by: [illegible] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [illegible] Date(s) Analyzed: 4-29-13 Temp: 24.4C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300553
Samples Collected by: Dan Lyons
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Weymouth
Project Name and Location: 129 Parker St Weymouth MA

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Bire	Pleo	Other	Fiber Ref. Ind. ⊥	Fiber Ref. Ind. ∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
15B / 378325	MATERIAL: Sprinkler pipe thread sealant LOCATION: Center Area	Gy	4	Fi	Hg	W	Ll	+	Ll			1.550	1.556	4											96
15C / 378326	MATERIAL: Sprinkler pipe thread sealant LOCATION: Westside	Gy	4	Fi	Hg	W	Ll	+	Ll			1.550	1.556	4											96
16A / 378327	MATERIAL: Gray ductbeam sealant LOCATION: Eastside	Gy	No	Fi	Hg																				100
16B / 378328	MATERIAL: Gray ductbeam sealant LOCATION: Center	Gy	No	Fi	Hg																				100
16C / 378329	MATERIAL: Gray ductbeam sealant LOCATION: Westside	Gy	No	Fi	Hg																				100
17A / 378330	MATERIAL: Red ductbeam sealant LOCATION: Westside	Rd	No	Fi	Hg																				100

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-29-13 Temp: 23.8C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300552
Samples Collected by: Dan Jones
License # AA032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard MA

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS — DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extinction	Sign E	Birefringence	Pleochroism	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
17B / 378331	MATERIAL: Red duct seam sealant LOCATION: Westside	R	N	N	N																				100
		D	O	f	f																				
17C / 378332	MATERIAL: Red duct seam sealant LOCATION: Westside	R	N	N	N																				100
		D	O	f	f																				
18A / 378333	MATERIAL: Exterior Window Caulk LOCATION: Southside	G	N	N	N																				100
		Y	O	f	f																				
18B / 378334	MATERIAL: Exterior Window Caulk LOCATION: Eastside	G	N	N	N															2					98
		Y	O	f	f															350					
18C / 378335	MATERIAL: Exterior Window Caulk LOCATION: No Visible	G	N	N	N															2					98
		Y	O	f	f															350					
19A / 378336	MATERIAL: Asphalt around Window LOCATION: No Visible	G	N	N	N																				100
		Y	O	f	f																				

Relinquished by: DG Date: 4/22/13 Received by: KM Date: 4-23-13

Accept / Reject ___ Comments

Analyst's Signature Date(s) Analyzed: 4-30-13 Temp: 23.9C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300558
Samples Collected by: Dan Lyons
License # A1032873
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Patten
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extinction	Sign E	Birefr	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
19B / 378337	MATERIAL: Mortar around Window LOCATION: WEST SIDE	G	NO	NF	NF																				100
19C / 378338	MATERIAL: Mortar around Window LOCATION: Westside	G	NO	NF	NF																				100
20A / 378339	MATERIAL: Ext. wall panel LOCATION: Upper wall northside	W	41	8	NF	W	1.2	+	LW			1.548	1.557	12											88
20B / 378340	MATERIAL: Ext. wall panel LOCATION: upper wall Northside	W	41	8	NF	W	1.2	+	LW			1.549	1.557	12											88
20C / 378341	MATERIAL: Ext wall panel LOCATION: upper wall southside	W	41	8	NF	W	1.2	+	LW			1.548	1.557	12											88
21A / 378342	MATERIAL: 12"x12" Green floor tile Top layer LOCATION: Center Room	G	NO	NF	NF																				100

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13
Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-30-13 Temp: 24.1C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 1300558
Samples Collected by: Dan Lyons
License # A1032873
Date(s) Collected: 4/19/13

Client: Town of Weymouth
Project Name and Location: 129 Parmenter St Weymouth Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS — DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Birefr	Pleo	Other	Fiber Ref. Ind.: ⊥	‖	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
21B / 378343	MATERIAL: 12"x12" Green floorstyle LOCATION: Top layer Center Room	G	N	N	N																				100
22A / 378344	MATERIAL: Mastic w/ floorstyle LOCATION: Center Room	T	N	N	N																				100
22B / 378345	MATERIAL: Mastic w/ floorstyle LOCATION: Center Room	T	N	N	N																				100
23A / 378346	MATERIAL: Tan floorstyle LOCATION: Top layer Center Rm	T	N	N	N																				100
23B / 378347	MATERIAL: Tan floorstyle top layer LOCATION: Center Rm	T	N	N	N																				100
27A / 378348	MATERIAL: Glue daub w/ stickpin LOCATION: ~~Exterior~~ Perimeter Wall	T	N	N	N																				100

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13
Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-30-13 Temp: 24.1C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

Covino Project No. 130055B
Samples Collected by: Dan Tyrus
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	Sign E	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
24B / 378349	MATERIAL: Glue dub w/ stick pin LOCATION: perimeter wall	T N	N D	N F	Y																				100
25A / 378350	MATERIAL: 2x4 Ceiling Tile LOCATION: Main Entrance	W H / G Y	N D	L	N															30 #50	45 11ve				25
25B / 378351	MATERIAL: 2x4 Ceiling tile LOCATION: Main Entrance	W H / G Y	N D	L	N															30 #50	45 11ve				25
26A / 378352	MATERIAL: Roofing material LOCATION: Next to ~~[illegible]~~ Roof access	B K	N D	L	N																25 11ve		8 cyl/ HGLB		67
26A / 378353	MATERIAL: Roofing material LOCATION: Next to roof access	B K	N D	L	N																25 11ve		8 cyl/ HGLB		67
27A / 378354	MATERIAL: Brown Interior Window Caulk LOCATION: Next to Main Entrance	B K	N D	N F	Y																				100

Relinquished by: [signature] Date: 4/22/13 Received by: KM Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-30-13 Temp: 24.1C

Rev. 3/28/08

Covino Environmental Associates, Inc.
300 Wildwood Ave, Woburn, MA
Phone 781.933.2555 Fax 781.932.9402 Email mail@covinoinc.com

Asbestos Bulk Chain of Custody

14 - 14

Covino Project No. 1300553
Samples Collected by: Dan Tyres
License # A1032893
Date(s) Collected: 4/19/13

Client: Town of Maynard
Project Name and Location: 129 Parker St Maynard Ma

Turnaround (circle) same day 24-hr standard (5 day)
Contact Glenn Potter
Phone
Fax
Email

Sample ID / Field ID # / Lab ID #	DO NOT WRITE IN SHADED AREAS / DESCRIPTION	Stereoscopic Visual: Color	% Asb	Text	Homog	Optical Properties: Morph	Extin	SignE	Bire	Pleo	Other	Fiber Ref. Ind.: ⊥	∥	%Asbestos Fiber Present: CHRYS	AMOS	CROCI	TREMO	ANTHO	ACTIN	% Non Asbestos Present: Fibrous Glass	Cellulose	Hair	Synthetic	Other	Non Fibrous
27B / 378355	MATERIAL: Brown Interior Window Caulk LOCATION: Southside	BR	ND	NF	Y																				100
28A / 378356	MATERIAL: Black Interior Window Caulk LOCATION: Next to Main Entrance	GY	ND	NF	Y															2 150					98
28B / 378357	MATERIAL: Black Interior Window Caulk LOCATION: Next to Main Entrance	GY	ND	NF	Y															2 150					98
	MATERIAL: LOCATION:																								
	MATERIAL: LOCATION:																								
	MATERIAL: LOCATION:																								

Relinquished by: [signature] Date: 4/22/13 Received by: [signature] Date: 4-23-13

Accept ✓ Reject ___ Comments ___ Analyst's Signature [signature] Date(s) Analyzed: 4-30-13 Temp: 24.1C

Rev. 3/28/08

analytics environmental laboratory LLC

195 Commerce Way Suite E
Portsmouth, New Hampshire 03801
603-436-5111 Fax 603-430-2151
800-929-9906
www.analyticslab.com

Mr. Glenn Potter
Covino Environmental Associates
300 Wildwood Ave.
Woburn MA 01801

Report Number: 75340

Revision: Rev. 0

Re: Town of Maynard (Project No: 13.00553)

Enclosed are the results of the analyses on your sample(s). Samples were received on 23 April 2013 and analyzed for the tests listed. Samples were received in acceptable condition, with the exceptions noted below or on the chain of custody. These results pertain to samples as received by the laboratory and for the analytical tests requested on the chain of custody. The results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report. Please see individual reports for specific methodologies and references.

Lab Number	Sample Date	Station Location	Analysis	Comments
75340-1	04/19/13	1 Exterior - Window Caulk	EPA 8082 (PCBs only)	
75340-2	04/19/13	2 Exterior Window Caulk	EPA 8082 (PCBs only)	
75340-3	04/19/13	3 Exterior Window Caulk	EPA 8082 (PCBs only)	

Sample Receipt Exceptions: None

Analytics Environmental Laboratory is certified by the states of New Hampshire, Maine, Massachusetts, Connecticut, Rhode Island, Virginia, Maryland, and North Carolina, and is accredited by the Deparment of Defense (DOD) ELAP program. A list of actual certified parameters is available upon request.

If you have any questions on these results, please do not hesitate to contact us.

Authorized signature _____
Stephen L. Knollmeyer Lab. Director

Date 5/7/2013

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analytics environmental laboratory LLC

195 Commerce Way
Portsmouth, New Hampshire 03801
603-436-5111 Fax 603-430-2151
800-929-9906

Mr. Glenn Potter
Covino Environmental Associates
300 Wildwood Ave.
Woburn MA 01801

May 7, 2013

CLIENT SAMPLE ID

Project Name: Town of Maynard

Project Number: 13.00553

Field Sample ID: 1 Exterior - Window Caulk

SAMPLE DATA

Lab Sample ID: 75340-1
Matrix: Solid
Percent Solid: 100
Dilution Factor: 6
Collection Date: 04/19/13
Lab Receipt Date: 04/23/13
Extraction Date: 04/25/13
Analysis Date: 05/07/13

PCB ANALYTICAL RESULTS

COMPOUND	Quantitation Limit µg/kg	Results µg/kg
PCB-1016	198	U
PCB-1221	198	U
PCB-1232	198	U
PCB-1242	198	U
PCB-1248	198	U
PCB-1254	198	U
PCB-1260	198	U

Surrogate Standard Recovery

2,4,5,6-Tetrachloro-m-xylene	66	%
Decachlorobiphenyl	60	%

U=Undetected J=Estimated E=Exceeds Calibration Range B=Detected in Blank

METHODOLOGY: Sample analysis conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 8082A. Sample preparation conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 3540C.

COMMENTS: Results are expressed on a dry weight basis.

PCB Report

Authorized signature

analytics environmental laboratory LLC

195 Commerce Way
Portsmouth, New Hampshire 03801
603-436-5111 Fax 603-430-2151
800-929-9906

Mr. Glenn Potter
Covino Environmental Associates
300 Wildwood Ave.
Woburn MA 01801

May 7, 2013

CLIENT SAMPLE ID

Project Name: Town of Maynard

Project Number: 13.00553

Field Sample ID: 2 Exterior Window Caulk

SAMPLE DATA

Lab Sample ID:	75340-2
Matrix:	Solid
Percent Solid:	99
Dilution Factor:	8
Collection Date:	04/19/13
Lab Receipt Date:	04/23/13
Extraction Date:	04/25/13
Analysis Date:	05/07/13

PCB ANALYTICAL RESULTS

COMPOUND	Quantitation Limit µg/kg	Results µg/kg
PCB-1016	264	U
PCB-1221	264	U
PCB-1232	264	U
PCB-1242	264	U
PCB-1248	264	U
PCB-1254	264	U
PCB-1260	264	U

Surrogate Standard Recovery

2,4,5,6-Tetrachloro-m-xylene	23*	%
Decachlorobiphenyl	51	%

U=Undetected J=Estimated E=Exceeds Calibration Range B=Detected in Blank

METHODOLOGY: Sample analysis conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 8082A. Sample preparation conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 3540C.

COMMENTS: Results are expressed on a dry weight basis.
* Surrogate recovery outside control limits. Secondary surrogate is in control. Sample was reanalyzed with similar results.

PCB Report

Authorized signature

analytics environmental laboratory LLC

195 Commerce Way
Portsmouth, New Hampshire 03801
603-436-5111 Fax 603-430-2151
800-929-9906

Mr. Glenn Potter
Covino Environmental Associates
300 Wildwood Ave.
Woburn MA 01801

May 7, 2013

CLIENT SAMPLE ID

Project Name: Town of Maynard

Project Number: 13.00553

Field Sample ID: 3 Exterior Window Caulk

SAMPLE DATA

Lab Sample ID: 75340-3
Matrix: Solid
Percent Solid: 99
Dilution Factor: 8
Collection Date: 04/19/13
Lab Receipt Date: 04/23/13
Extraction Date: 04/25/13
Analysis Date: 05/07/13

PCB ANALYTICAL RESULTS

COMPOUND	Quantitation Limit µg/kg	Results µg/kg
PCB-1016	264	U
PCB-1221	264	U
PCB-1232	264	U
PCB-1242	264	U
PCB-1248	264	U
PCB-1254	264	U
PCB-1260	264	U

Surrogate Standard Recovery

2,4,5,6-Tetrachloro-m-xylene	53	%
Decachlorobiphenyl	47	%

U=Undetected J=Estimated E=Exceeds Calibration Range B=Detected in Blank

METHODOLOGY: Sample analysis conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 8082A. Sample preparation conducted according to Test Methods for Evaluating Solid Waste, SW-846 Method 3540C.

COMMENTS: Results are expressed on a dry weight basis.

PCB Report

Authorized signature

Chain Of Custody Form

analytics environmental laboratory LLC

195 Commerce Way, Suite E
Portsmouth, NH 03801
(800) 929-9906

(603) 436-5111
(603) 430-2151 Fax

Project Name: Town of Maynard
Project#: 13.06553
Company: Covino Environmental
Report to: Glenn Potter
Address: 300 Wildwood Ave
Woburn, MA 01833
Phone: 781-933-2555
Quote #:
PO# (if required):

Preservation Code:

Preseravtion Key:
A= HCL
B= 4°C
C= Unpres
D = MeOH
E = HNO3
F = H2SO4
G = Hexane
H = Other

Circle and/or Write Required Analysis Followed by Preservation Code

Please fill in preservation code here

Sample Identification	Sample Date	Sample Time	Field Filtered? Y or N	VOC: 8260 524.2 624	SVOC: 8270 625 PAH only SIM	Pesticides: 8081 608	PCB: 8082 608 Soxhlet? Y or N	TPH: 8015 (Gas Range) ME4217	TPH: 8015 (Diesel Range) 8100M ME4125	EPH: Full or Ranges only TETPH	VPH: Full or Ranges only	Metals: RCRAB PP13 TAL23 Other**	Matrix	No. of Containers	pH checked	Analytics Sample #
1 Exterior Window Caulk	4/19/13	1300					✓									75340-1
2 Exterior Window Caulk	↓	↓														-2
3 Exterior Window Caulk	↓	↓														-3

For Analytics Use Only

Samples were:
1) Shipped or hand-delivered
2) Temperature (°C): 4.3°C
3) Received in good condition: Y or N
4) pH checked by:
5) Labels checked by: SWL 4/23/13

Matrix Key:
C = Concrete
WP = Wipe
WW = Wastewater
SW = Surface Water
E = Extract
GW = Groundwater
DW = Drinking Water
S = Soil / Sludge
O = Oil
X = Other

Email Results to:

Turnaround Time (TAT)
☐ 1 Day* ☐ 2 Days*
☐ 3 Days* ☐ 4 Days*
☐ 5 Days ☐ Standard (8-10 business days)
*Fee may apply; lab approval required

Comments, Additional Analyses, or Special Instructions: ** List requested metals here

PCB- SW 846 8081/8082 3540C

Please note: For volatile analyses, a trip blank has been provided in the cooler. If you want the trip blank run and reported please write the trip blank on the COC. Trip Blank analyses will be charged unless other arrangements have been made.

Project Requirements:
*Fee may apply

Report Type:
☐ MCP* ☐ Level II*
☐ CTRCP* ☐ Level III*
☐ DOD* ☐ Level IV*
☐ Standard

State:
☐ NH
☐ MA
☐ ME
☐ CT
☐ RI
Other:

State Standard:
(eg. S-1 or GW-1)
EDD Required: Y* N
Type:

Sampler Name (Print): Dan Tyros

Relinquished By Sampler:	Date:	Time:	Received By:
Dan Tyros	4/22/13		Secure Storage
Secure Storage	4/23/13	1055	[signature]

Page ___ of ___

ANALYTICS SAMPLE RECEIPT CHECKLIST

analytics environmental laboratory LLC

AEL LAB#: 75340 COOLER NUMBER: 1

CLIENT: Covino NUMBER OF COOLERS: 1

PROJECT: Town of Maynard

A: PRELIMINARY EXAMINATION:

1. Cooler received by(initials): SK DATE COOLER RECEIVED/OPENED: 4/23/13

2. Circle one: (Hand delivered (If so, skip 3)) Shipped

3. Did cooler come with a shipping slip?	Y	N
3a. Enter carrier name and airbill number here:		
4. Were custody seals on the outside of cooler? How many & where: ____ Seal Date: ____ Seal Name: ____	Y	(N)
5. Did the custody seals arrive unbroken and intact upon arrival?	Y	N/A
6. COC#: ✓		
7. Were Custody papers filled out properly (ink,signed, legible, project information etc)?	(Y)	N
8. Were custody papers sealed in a plastic bag?	(Y)	N
9. Did you sign the COC in the appropriate place?	(Y)	N
10. Was enough ice used to chill the cooler? (Y) N Temp. of cooler:		4.3°C

B. Log-In: Date samples were logged in: 4/23/13 By: EC

11. Were all bottles sealed in separate plastic bags?	(Y)	N
12. Did all bottles arrive unbroken and were labels in good condition?	(Y)	N
13. Were all bottle labels complete(ID,Date,time,etc.)	Y	(N)
14. Did all bottle labels agree with custody papers?	Y	(N)
15. Were the correct containers used for the tests indicated:	(Y)	N
16. Were samples received at the correct pH?	Y	N/A
17. Was sufficient amount of sample sent for the tests indicated?	(Y)	N
18. Were all samples submitted within holding time?	(Y)	N
19. Were all containers used within AEL's expiration date?**	Y	N/A
20. Were VOA samples absent of greater than pea-sized bubbles? (Note:Pea-sized bubbles or smaller are acceptable and are not considered to adversely affect volatiles data.)	Y	N/A

*If NO, List Sample ID's, Lab #s: _____

When bubbles are present in VOA samples they are labelled from smallest (or no bubbles) to largest. Lab to analyze VOA samples with no bubbles or smallest bubbles first

20. Laboratory labeling verified by (initials): SK Date: 4/23/13

**The expiration date is recommended by Analytics Environmental Laboratory and not the method. Therefore this does not mean that the results are non-compliant.

PROGRESSIVE ROOFING, INC.

March 14, 2013

Ms. Katie Keefe
Capital Group Properties
259Turnpike Street
Suite 100
Southborough, MA 01772

RE: Proposal for Roof Repairs 129 Parker Street

Dear Katie,

Please find scope of work and pricing for roof repairs at 129 Parker Street, Maynard. Per your request we surveyed the Parker Street property roof and have come up with the following recommendations.

The roof is leaking in several locations but in general the roof is in good condition for its age. I have broken down the repair work into separate items for clarifications. The existing Trane Roof Top Units have been refurbished in the past and will not need to be done. I believe if this work is done the roof should be able to extend its useful life for a period of seven (7) to ten (10) years.

Item #1 Clean the existing EPDM Roof of All Debris. Roof to be blown off of all organic debris and steel. Any and all Loose Metal parts and trash to be legally disposed of.

The total cost of this work is Three Thousand Five Hundred Dollars ($3,500.00).

Item #2 Strip-In all existing laps on roof. Wash all seams with Weathered Membrane Cleaner. Prime all Laps with HP-250 Primer. Furnish and install new Pressure Sensitive Cured EPDM Stripping over all laps. Check existing laps that have been repaired with EPDM stripping for any deficiencies. If there are any deficiencies they will be repaired.

The total cost for this work is Thirty Thousand Dollars ($30,000.00).

Item #3 Reflash the existing roof to wall upright flashings. These are located at every lap to parapet wall connection. A majority of these flashings are visibly leaking and need to be corrected as soon as possible.

261 RIVER STREET • HAVERHILL, MA 01832 • TEL: (978) 521-9100 • FAX: (978) 521-9103

The total cost of this work is Six Thousand Eight Hundred Dollars ($6,800.00).

Item #4 Reflash Existing Expansion Joint. The Expansion Joint runs from the front of the building to rear of the building and is currently leaking. We will reflash the entire expansion joint with new EPDM roofing to prevent further leaks.

The total cost for this work us Three Thousand Six Hundred Dollars ($3,600.00).

Item #5 Restrip Metal at Top of Parapet Wall. The existing metal stripping is currently leaking. It has been repaired once before. The stripping needs to be removed and replaced with new PS. Cured Stripping to prevent future leaks.

The total cost for this work is Ten Thousand Four Hundred Dollars ($10,400.00).

Item #6 Reflash Three (3) Exhaust Fans and One (1) Existing roof Hatch. The existing flashing is original and is very brittle and has holes in it. These flashings are a priority.

The total cost of this work is One Thousand Eight Hundred Dollars ($1,800.00).

Item #7 Gas Supports and flashed pipes. These are Forty Four Pipes or Supports that have original flashing. They need to be flashed as the flashing is brittle and some have holes in them. These flashings are a priority.

The total cost for this work is Four Thousand Three Hundred Dollars ($4,300.00).

Item #8 Restrip in Abandoned Sleepers pitch pockets where HVAC Equipment has been removed. These sleepers are in need of repair as corners have lifted and are leaking.

The total cost for this work is Twelve Hundred Dollars ($1,200.00).

This should be a Concise Evaluation of your existing roof. I feel confident if these repairs are made you will extend roof life by many years. If there is anything else you need please feel free to contact me at your earliest convenience.

Respectfully submitted,

John V. Hostetter, President

OFFICE OF
Gregg Lefter
TOWN OF MAYNARD
FACILITIES DEPARTMENT
195 MAIN STREET
MAYNARD, MASSACHUSETTS 01754
Tel: 978-897-1308 Fax: 978-897-7290

Memorandum

To: Dawn Capello, Chairman Board of Selectmen
Cc: Kevin Sweet, Acting Town Administrator
From: Gregg Lefter, Facilities Manager
Date: April 9, 2013
Re: 129 Parker Street – PK2 Building

Please find below my assessment from our walkthrough of the PK2 at 129 Parker Street conducted on March 26, 2013 with Richard Asmann, Building Commissioner and Wayne Amico, P.E., Engineer (VHB). These items have not been tested for life expectancy or toxic evaluation but are my opinion in my capacity as the Facilities Manager for the Town.

Roof: Goodyear EDPM (rubber) Date code 3/87 25-years old. Overall the roof appears to be in good shape from our assessment but should be repaired according to proposal provided to Capital Group Properties by Progressive Roofing, Inc. dated March 14, 2013. These repairs would likely extend the useful life another 8-10 years.

Leaks from roof: Areas noted are mainly around roof drains; one was an active leak during the walkthrough. It appears as though some minor repairs in isolated areas will fix this situation. There were some other areas showing visible signs of past leaks or inactive at time of walkthrough, again nothing catastrophic.

Carpet/tile floor: Overall the carpet is old and in bad shape at leak locations, and would recommend the removal and replacement prior to occupancy. Potential replacement product: VCT (vinyl coated tile) approx. $2.50/SF carpet approx. $9.00-$15.00/SF

Build out: There are no real restraints from a build out condition, more or less there is an open canvas allowing the Town options. It could be bull pen with cubicles and private office areas or all private around perimeter.

HVAC: Units are old but showing no age, internal components look new and appear to have been well maintained. We are not sure of the age or life expectancy of these units at this time. The heat was on and well balanced throughout the building.

Power: This building was once used as a manufacturing site and has substantial internal and external transformers. These transformers should be removed prior to occupancy.

Site condition: There are some old internal climate control equipment and 6 exterior chillers that serve no purpose for our use and would need to be removed. They will

have scrap value but I am assuming they have some glycol within the system that would be a cost associated with removal. Exterior looks good, the overall brick condition is good, grounds and parking area are in good shape. The windows are aged but most all of they appear to be in good shape. The doors and lock sets are all in good shape, and would require them to be all appropriately keyed. The building appears to be ADA compliant including; bathrooms, entry points and door hardware.

Code upgrades: All life safety systems will require some kind of code updating, smoke and fire alarms, sprinkler system, and security system if required.

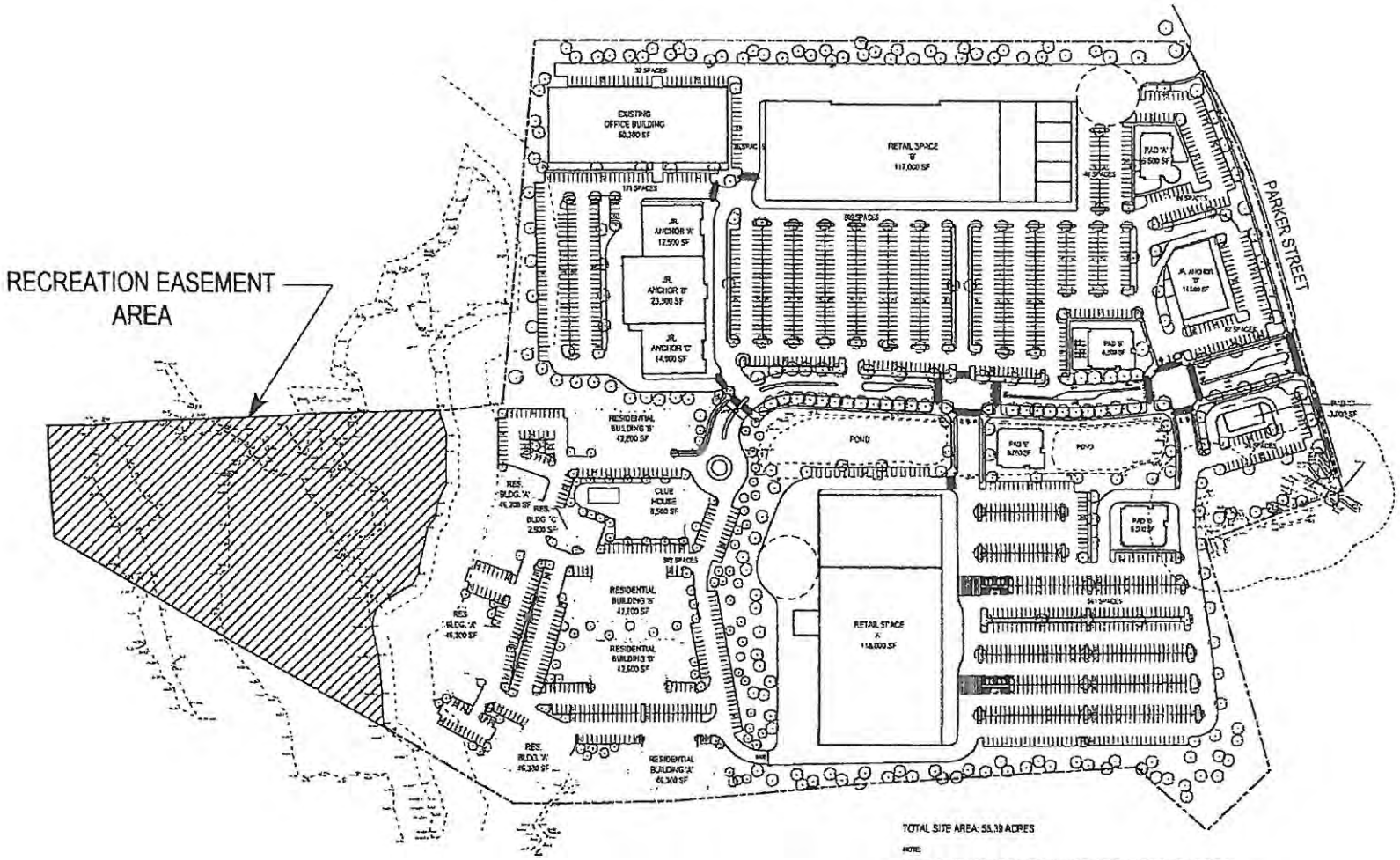
Covino Environmental Associates, Inc. is providing Asbestos, Lead Paint, PCB and Microbial Assessment services. This assessment is underway and a final report will be submitted to the Town. I am confident through this professional assessment and other reports provided to the Town that we will have a better understanding of where this building stands and what we will need to make the right decision.

If you have any questions or if I can be of additional assistance as we move forward please do not hesitate to contact me.

Exhibit F

Recreation Land to Town on Fee or Easement

EXHIBIT 'F'



TOTAL SITE AREA: 55.19 ACRES

NOTE:

THE CONCEPT PLAN IS INTENDED TO DEPICT THE PROPOSED RE-DEVELOPMENT OF 135 PARKER STREET. WHICH IS PRELIMINARY AND CONCEPTUAL IN NATURE AND INCLUDES THE GENERAL RESIDENTIAL, OFFICE, AND RETAIL USE AND APPROXIMATE SIZE AND LOCATION OF THE BUILDINGS, PROJECT LAYOUT, PROPOSED ROADS, PARKING, IMPROVEMENTS, AMENITIES, AND DESIGN FEATURES, TO THE BEST OF THE PROPERTY OWNERS KNOWLEDGE AS OF THE DATE OF THE CONCEPT PLAN. IF THE RE-DEVELOPMENT SHOWN ON THE CONCEPT PLAN IS APPROVED AT TOWN MEETING, IT STILL REQUIRES SUBSEQUENT SITE PLAN, SUBDIVISION, AND SPECIAL PERMIT APPROVALS BY THE PLANNING BOARD DURING LIABILITY AND ADVERTISED PUBLIC HEARINGS. DURING THOSE HEARINGS, THE CONCEPT PLAN WILL BE MODIFIED INTO A FINAL AND VERY DETAILED SITE PLAN SO LONG AS THOSE MODIFICATIONS DO NOT SUBSTANTIALLY AND MATERIALLY CONFLICT WITH THE GENERAL INTENT OF THE CONCEPT PLAN AS APPROVED.

AMENITIES TO INCLUDE: WATER FEATURES WITH FOUNTAINS, CONNECTIONS TO EXISTING WALKING TRAILS, CONNECTIONS TO EXISTING BIKE TRAILS, BICYCLE RACKS, OUTDOOR SEATING AREAS, AND WALKING PATHS

CONCEPT PLAN

CONCEPT PLAN | SP

SP-01

EXHIBIT G

Recordable Form of Development Agreement

In accordance with the provisions of G.L. c. 183 § 4, notice is hereby given of the following described Development Agreement:

Town:	Town of Maynard, a municipal corporation having its principal office at 195 Main Street, Maynard MA 01974
Developer:	Capital Group Properties, LLC, 259 Turnpike Road, Suite 100,Southborough, MA
Owner:	LSREF2 Clover REO 2, LLC, 2711 N. Haskell Ave., Suite 1800 Dallas TX 75204
Date of Execution:	May ___, 2013
Description of Premises:	Lot 68 on Land Court Plan No 8795-N as filed with the South Registry of Deeds Middlesex County as noted in Registration Book 1223, Page 122 with Certificate 218672 and with another parcel of land shown as Lot 62 on Land Court Plan 8795-K, the boundaries of which are shown on a plan filed with said registry in Registration Book 758, Page 131, with Certificate 125681 and which both premises contain approximately 58.30 +/- acres. and Easements"
Terms of Agreement:	To complete certain Traffic Studies and Traffic Mitigation. To construct certain residential units, no more than 250. To construct certain commercial space, no more than 328,000 gross square feet. To construct/renovate a certain 50,300 sq ft municipal facility. To deed in fee or lease for 99 years the foregoing municipal facility including a non-exclusive easement for adjacent parking to the Town. To provide an exclusive recreation easement over certain open space to the Town. To make certain mitigation payments to the Town.

EXHIBIT A

DESCRIPTION OF THE PREMISES

Address: 129 Parker Street, Maynard, Middlesex County, Commonwealth of Massachusetts containing approximately 58.3 +/ acres.

Legal Description:
A certain parcel of land situated in Maynard, Middlesex County, Massachusetts, shown as Lot 68 on Land Court Plan No. 8795-N. The boundaries of said Lot 68 are determined by the Court to be located as shown on a Subdivision Plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Registry of Deed for the south Registry District of Middlesex County as noted in Registration Book 1223, Page 122, with Certificate 218672.

Also another certain parcel of land situated in said Maynard, show as Lot 62 on Land Court Plan No 8795-K. The boundaries of said Lot 62 are determined by the Court to be located as shown on a Subdivision Plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with Registry of Deed for the South Registry District of Middlesex County in Registration Book 758, Page 131, with Certificate 125681.

IN WITNESS WHEREOF, the Parties have executed this Notice of Development Agreement.

Executed under seal as of the date first above written.

Town of Maynard

By:_____ By:_____
Selectman Selectman

By:_____ By:_____
Selectman Selectman

By:_____
Selectman

Developer – Capital Group Properties, LLC

By:_____

William A. Depietri - Manager

Owner: LSREF2 Clover REO 2, LLC

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2013, _____, _____of _____, personally appeared before me, the undersigned notary public, personally appeared and acknowledged to me that he/she signed the preceding or attached document voluntarily for its stated purpose. He/She proved to me through satisfactory evidence of identification that he/she is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

☐ A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or

☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name:_____

My Commission Expires:_____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2013, _____, _____ of _____, personally appeared before me, the undersigned notary public, personally appeared and acknowledged to me that he/she signed the preceding or attached document voluntarily for its stated purpose. He/She proved to me through satisfactory evidence of identification that he/she is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

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☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

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☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name:_____

My Commission Expires:_____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

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☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name:_____

My Commission Expires:_____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2013, _____, _____ of _____, personally appeared before me, the undersigned notary public, personally appeared and acknowledged to me that he/she signed the preceding or attached document voluntarily for its stated purpose. He/She proved to me through satisfactory evidence of identification that he/she is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

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☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name:_____

My Commission Expires:_____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2013, _____, _____ of _____, personally appeared before me, the undersigned notary public, personally appeared and acknowledged to me that he/she signed the preceding or attached document voluntarily for its stated purpose. He/She proved to me through satisfactory evidence of identification that he/she is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

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☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: _____

_____

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

EXHIBIT H
MINIMUM ADDITIONAL TRAFFIC STUDIES

The following is additional information and data that is required to supplement this submission of a site plan review application and/or special permit application to accurately assess the impacts of this project and supply detailed information to the Town so that the Planning Board can better assess any necessary mitigation and/or improvements which should be implemented to address the impacts of this project on the health, safety or welfare of the citizens of Maynard.

Along with the mitigation by the project proponent, the following should be addressed:

- The intersections of Waltham Street/Acton Street (Route 27)/Summer Street (Route 62)/Main Street and Summer Street (Route 62)/Nason Street should be included in the study area analysis;
- Locations east of Parker Street should be included in the study area analysis to quantify cut-through and residential traffic;
- Saturday mid-day traffic should be re-collected on a typical Saturday;
- Conduct an alternate traffic analysis with the historical higher traffic data to determine if this higher-more conservative data should have been utilized in the traffic analysis;
- The November traffic data should have been adjusted by 1-4% to reflect average month conditions;
- The TIAS did not provide any data related to stopping sight distance and SSD measurements. FST conducted a SSD assessment at the proposed site driveways and found sight distance greater than 500 feet in both directions therefore sightlines are adequate. No further action is required;
- The background traffic networks of the four (4) development projects noted should be submitted for future review and evaluation;
- A single vehicle trip site traffic network should be included for each peak condition in the TIAS;
- Re-evaluate the need for a 5-lane cross section, including the raised median at the first internal intersection of the site;
- Discussion should be held with the Town emergency services department to review the site plan;
- Resolve the traffic conflicts at the Jr. Anchor Building 'D' and Pad 'A';
- The loading/unloading zones for each building should be identified;
- Determine how to regulate the right-turn in only secondary drive from being used as an exit;
- Traffic control (Stop line and Stop signs) should be shown on the key internal site drive intersections;
- Sidewalks and selected crosswalks are not shown on the site plan, in particular at the residential component of the project. Handicap ramps should be shown on any updated site plan and be part of the approval conditions of the site plan;
- Identify how school children are being served on the residential component of the project;
- A truck routing plan should be developed to assure tractor trailers can safely make

deliveries and negotiate the site and provide for easy access/egress;

- Demonstrate that a single unit, trash-type truck or design vehicle could safely negotiate the corner radii and no encroachment into the opposing lane;
- Determine how trash pick-up will occur at the residential component of the site; and
- Determine if snow storage areas are to be identified and how removal is to be handled.