



# **11 LEWIS STREET LAND DISPOSITION AGREEMENT SUMMARY**

**JANUARY 13, 2020**

# PURCHASE PRICE DEPOSITS



- \$30,000 proposal deposit at time submitted
- \$50,000 Selection Deposit at the time of Developer Selection;
- \$200,000 Execution Deposit at the time of signing the Land Disposition Agreement

# BEFORE TRANSFER OF PROPERTY



- Final Plans to be approved by Select Board before application for Special Permit submitted to Planning Board
- Obtain financing for the project
- Submit construction management plans to Town Manager;
- Obtain all approvals necessary for commencement of the Project, including special permit and building permit for the first building;
- Developer provides certificate of all required insurance;
- Developer must have deeds conveying title to Developer of all private property required for Developer's Project;
- Planning Board requires a Performance Bond in an amount sufficient for completion of the Project as permitted;
- If any public ways are proposed, then the Planning Board will establish an amount for a bond sufficient for completion of the proposed public ways

# CONSTRUCTION OBLIGATIONS



- Construct the project in accordance with Approved Plans and all approvals;
- Submit and adhere to Construction Schedule;
- Provide a Performance Bond in an amount sufficient to complete the work within the time provided in the Land Disposition Agreement;
- Obligation to insure the Property with the Town as an additional insured;
- Obligation to restore the Project in the event of damage or destruction;
- Mortgage Holders shall be subject to the terms of the Land Disposition Agreement and Town shall have rights upon Developer default, including Town Option to Purchase upon Foreclosure;
- No refinancing without Approval of Town;
- Town to receive Notice of Foreclosure, Opportunity to Cure, and Option to Purchase After Foreclosure

# RESTRICTIONS DURING CONSTRUCTION



- No change in identity or ownership of Developer without Town approval with annual reports submitted to the Town;
- No transfer of Land or Project without Town approval;
- Insurance requirement (Builders Risk, Commercial Liability, Employers Liability and Workers' Comp)

# INDEMNIFICATION DURING CONSTRUCTION



- Developer shall indemnify, hold harmless and defend the Town for all damages and claims arising out of the construction of the Project

# “PROJECT COMPLETION” REQUIREMENTS



- Certificate of Occupancy for the last building to be constructed;
- All buildings and improvements can be used for their intended purposes as evidenced by certificate of substantial completion issued by Developer Architect;
- Project is free of debris and construction materials;
- All landscaping work is completed;
- Developer deliver to Town all documents acceptable to Town granting to the public access rights over street and ways in the Project.

RESTRICTION IN EFFECT FOR 30 YEARS AFTER CONSTRUCTION,  
EXCEPT PERPETUAL AFFORDABLE HOUSING AND OPEN SPACE RESTRICTIONS



- No material alteration to Building without Planning Board approval;
- No change in use without Select Board approval;
- Property or portions thereof may be transferred but remain subject to the provisions of the Land Disposition Agreement



# RESTRICTIONS AFTER CONSTRUCTION (IN PERPETUITY)



- Green/Open Space;
- Affordable Housing

# INDEMNIFICATION FOR ENVIRONMENTAL CONDITIONS



- After the sale of the Property, the Developer shall be deemed to have waived any claim which the Developer might have asserted relative to environmental conditions and the Developer shall also indemnify, hold harmless and defend the Town for all damages and claims arising out of environmental conditions then existing or thereafter arising at the land

# DEVELOPER DEFAULT AFTER COMPLETION OF CONSTRUCTION



- Town may cure the default and seek reimbursement for costs and expenses from the Developer;
- Town may bring a lawsuit for specific performance of Developer's obligations and seek reimbursement for costs and attorney's fees.