

BOVENZI & DONOVAN

ATTORNEYS AT LAW
14 MANNING AVENUE - SUITE 500
LEOMINSTER, MASSACHUSETTS 01453
TELEPHONE (978) 840-4500
FACSIMILE (978) 840-4660

THOMAS M. BOVENZI
JAMES M. DONOVAN*

*ALSO ADMITTED IN CONNECTICUT

JILL A. NATOLA
ASSOCIATE COUNSEL

January 7, 2020

Purvei Patel
MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: Capital Commerce Center
Lancaster (the "Project")
DEIR (#16043)

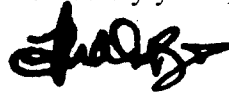
Dear Ms. Patel:

This letter addresses the open space component of the Project. The local zoning bylaw requires 20% of the land area of a mixed-use development be conveyed to the Town (or its conservation commission) as open space per section § 220-8.7.B (7). In compliance with this requirement, the Applicant proposes (as previously contemplated and agreed with the Town) that the open space for the Project consist of the parcels identified on the Assessor's Map as Parcel 19-11 (71.7 acres) and Parcel 14-15 (14 acres), both of which have frontage on the Nashua River and have long been identified as high priority conservation land in the community.

In October 2017, the previous landowner entered an agreement with the Town (the "Town Agreement", a copy of which is enclosed with this letter). The Town Agreement dealt with several parcels, including those that constitute the proposed open space. To that end, the Town Agreement specifically reflects that the Town "desires to acquire Parcel 19-11 and Parcel 14-15 so that said parcels will be protected in perpetuity as open space and conservation land" and that this acquisition would be "part of an overall use and development plan for the area" and incorporated "into a mixed-use development." *Town Agreement*, p. 2, ¶¶ 2-4.

In accordance with the express terms of the Town Agreement, Parcels 19-11 and 14-15 are allowed (in fact, contemplated) to be open space in the Applicant's mixed-use development.

Sincerely yours,



Thomas M. Bovenzi

c: Client