

Hummel, Robert

From: Jack Dawley <jdawley@northlandresidential.com>
Sent: Tuesday, March 1, 2022 9:34 AM
To: Hummel, Robert
Cc: Robert Eckert; Jolanta Eckert; stan_rome@yahoo.com; SANDRA Chen; mark gouker; Jack Dawley
Subject: [EXTERNAL]McLean Z2-3 Buffer Agreement
Attachments: McLean Z3 Buffer Plan Agmt 3.1.22.pdf
Importance: High

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Robert et al,

Attached find an updated McLean Zone 3 Buffer Plan proposal in agreement form for execution by the Condominium Trust and the affected parties. I believe the current document incorporates all of the various components spoke of over the past two months. Specifically it incorporates the following:

- Area 1 – payment to the Condominium Trust or their assignee of a) \$4,500 for a plant/view screen/hedge @ Unit 71, and b) \$5,000 for the planting of Taylor Junipers at the terminus of South Cottage Road.
- Area 2 – a) erection of a masonry wall by Northland or its nominee between the South Cottage Emergency Access and the Meadows Lane Emergency Access Lanes, b) payment to the Condominium Trust or their assignee of \$10,000 for the erection of patio privacy panels at Units 68 South Cottage Lane and 11 Meadows Lane, and c) payment to the Condominium Trust or their assignee of \$30,000 for the installation of additional vegetative buffer material inside the to be installed masonry wall.
- Area 3 – payment to the Condominium Trust or their assignee of a) \$3,500 for the purchase and installation of 3-5 evergreen trees/bushes at 12 Meadows Lane, and b) payment to the Condominium Trust of \$2,500 in the form of a refundable escrow payment, for utility repairs, if any, encountered in the installation of said evergreen trees/bushes.
- Olmsted Drive – Various Olmsted Drive signage and payment markings and the repair of the existing granite curbing, such that a 4-5" reveal is achieved.

The agreement is set up, on the advice of counsel, as an agreement between Northland and the Trust such that payments be made to the Condominium Trust, as the owner and governing body of the property, subject to assignee rights. Payments would be made within 30 days of the issuance of a valid and enforceable Design and Site Plan approval decision, expiration of any and all appeal periods, with no appeals having been filed.

Please review, execute where directed and return to me at you earliest convenience.

Best Regards,

Jack Dawley

John C. Dawley
President & CEO
Northland Residential Corporation



NORTHLAND

RESIDENTIAL
CORPORATION

January 10, 2022, Updated 1.28.22, **Updated 3.1.22**

Robert Hummel
Senior Town Planner
Town of Belmont
Belmont, MA
Via Email: rhummel@belmont-ma.gov

Robert and Jolanta Eckert
The Woodlands at Belmont Hill II Condominium
68 South Cottage Road
Belmont, MA
Via Email: robe@pmrllc1.com

Stan and Janet Rome
The Woodland at Belmont Hill II Condominium
11 Meadows Lane
Belmont, MA
Via Email: stan_rome@yahoo.com

Bill and Sandra Chen
71 South Cottage Road
Belmont, MA
Via Email: leigo1@gmail.com

The Woodlands at Belmont Hill II
c/o Mark Gouker, Trust Chair
Via Email: gouker.mark@gmail.com

RE: McLean Zone 3 Buffer Plan Proposal

Mr. and Mrs. Eckert, Mr. and Mrs. Rome, Mr. and Mrs. Chen, Mr. Gouker and Mr. Hummel:

Pursuant to Section 6B5.4 (i) of the Town of Belmont Zoning Bylaw, a *'Landscape Buffer should be provided between Olmsted Drive as it passes through Zone 3 and the townhouses located in Zone 2 of the McLean District'*.

To recap the meetings and correspondence to date: On November 3rd, 2021 Alan Aukeman of Ryan Associates and I met on-site with Mr. and Mrs. Eckert to review the Zone 2 interface with Olmsted Drive and the prospective Zone 3 development proposal. The purpose of the meeting was to listen and understand the concerns of the abutting residents as best communicated by the Eckerts and to review the physical geometry and existing infrastructure of and within the area between Olmsted Drive (OD) and the most proximate residents located at 11 and 12 Meadows Lane and 68 and 71 South Cottage

Road. This conversation generated a number of ideas for enhancing the buffer along the interface. On November 22, 2021 the four of us met again over Zoom for a follow-up conversation and to present to the Eckerts an initial scope for the proposed buffer enhancements. These two conversations were the basis of first draft of this memo dated December 7, 2021 which was provided to the Town, the Condominium Trust, and the Eckerts and the Romes.

On December 14, 2021 I received a request from the Condominium Trust that we also meet with Mr. and Mrs. Chen, of #71 South Cottage Road and received correspondence from the Chens on that same day outlining their areas of concern. Mr. Aukeman and I subsequently met with Mr. and Mrs. Chen at their home on December 21, 2021 to discuss these. This conversation highlighted several additional sightlines preferably screened over and above those previously identified.

On December 15, 2021 I received a letter from the Eckerts and the Romes responding to my memo of December 7, 2021. In it, they focused their response to the proposed buffer enhancements and terms as they affect the area immediate to their two homes, #68 South Cottage Road and #11 Meadows Lane.

On or about January 13, 2022, I received an email from Jolanta and Rob Eckert following up on this (1.10.22) correspondence seeking clarifications and/or additional input. A Zoom call with the Eckerts and Mark Gouker of the Condominium Trust was held on Tuesday 1.25.22 to discuss the points raised in the 1.13.22 email letter.

Further discussion among the parties have taken place over the course of the past thirty (30 days).

This mark up, dated 2.28.22, serves as a response to the correspondence and conversations.

Here, accordingly, we have updated the mitigation/buffer plan as proposed in the December 7, 2021 memo to reflect the additional concerns presented by the Chens and to incorporate the follow-up comments from the Eckerts and the Romes. This revised proposal is provided below for your and Board's consideration. For continuity, we have preserved the format of the December 7 memo wherein the interface between the two zones is broken out by area and each is addressed in turn.

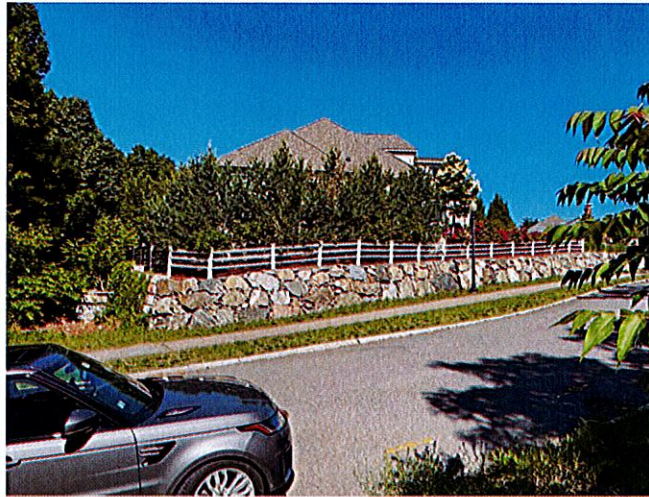
Area 1 – Area south of South Cottage Emergency Access Lane (SCEA):

The interface of Olmsted Drive and Zone 2 below the SCEA lane adjacent to #71 South Cottage Road is best described as being effectively grade separated. With Olmsted Drive falling steadily away, the stone wall and existing planting provide for an abundance of protection and privacy to the west.

Geometrically, a 3' parkway strip lies between the OD road edge and the OD sidewalk followed by a second grass strip terminating at the base of a stone retaining wall. Above the wall lies the front and side yard areas of 71 South Cottage Road which is bounded by a white, three rail wooden fence located at the top of the stone retaining wall and dense planting, screening the unit's side elevation façade and front entry from OD and the prospective development of Zone 3. However, the existing planting is less effective at screening northward looking views from the

#71's front entry porch and north facing dining room windows which look up Olmsted Drive. It is these views that were identified as an area of concern by the Chens and are addressed below.

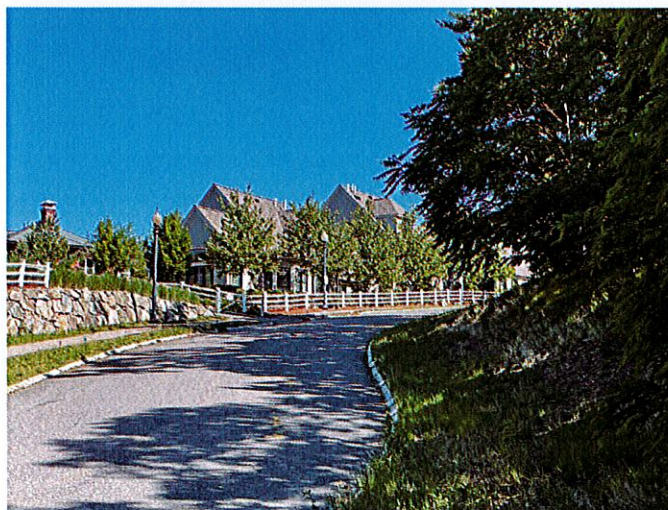
Area 1, Existing conditions:



Existing conditions @ #71 South Cottage Road and Olmsted Drive



#71 South Cottage Road with #68 South Cottage Road



Red Maples @ #68 South Cottage Road viewed from downslope

Proposed Improvements – Area 1

Pursuant to the submitted Design and Site Plan Approval drawings, dated 04/16/21, five street trees, 30' o.c. will be added to the Olmsted Drive parkway strip below #71 South Cottage Road. These five trees are called out as red maples (*Acer rubum*, 3-3.5" caliper). These trees are intended to provide additional screening upgradient and to extend along Olmsted Drive the established row of red maples found there along #68 South Cottage Rd, and #11 Meadows Lane (Area 2). **See View #1 below.** (all cited views are at end of document)

While the northernmost new street tree will begin to address the northward looking views up Olmsted Drive that the Chens identified as their concern, we also discussed with them the additional planting of 4-6, 6'-8' tall Arborvitae and a flowering tree to achieve more immediate screening. This evergreen hedge, paired with a flowering tree will have the height and provide the year around interest that the existing roses lack in the critical location. **View #2** shows the described additions. The new hedge is planted behind the rail fence with the flowering tree at the northern edge of the front yard. Mrs. Chen also expressed her desire to have the displaced roses transplanted elsewhere in the yard.

Offered Mitigation - Area 1–

Contribute \$4,500 to the WBH II Trust and/or its assignee(s) to be used by the Trust and/or assignee(s) for the design, purchase and installation of a plant view screen/hedge at Unit #71 by the Trust.

Contribute \$5,000 to the WBH II Trust for use by the Trust at the Trust's discretion for the design, purchase and installation of Taylor Junipers at the terminus of South Cottage Road.

Area 2 – Area between South Cottage Emergency Access Lane (SCEA) and the Meadows Lane Emergency Access Lane (MLEA):

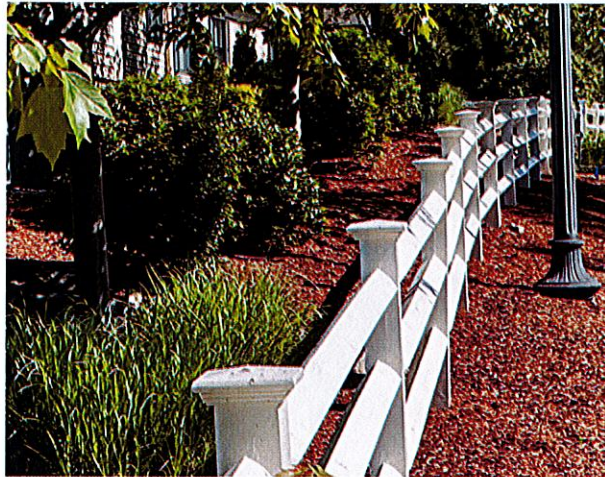
The interface of Olmsted Drive and the area between the two emergency access lanes is framed by a two-unit condominium building which steps up (or down) the grade, known more commonly as the Eckert /Rome Building (Eckert @ 68 South Cottage and Rome @ 11 Meadows). The Eckert/Rome building sits parallel to the orientation of OD.

Geometrically similar to Area 1, the existing conditions here include a narrower grass strip between the road edge and sidewalk and a mulched sidewalk shoulder along a white three rail fence. The fence sits on the property boundary/line of the Woodlands and the McLean Zone 3 parcel and frames in the side yard area of the Eckert-Rome Building. Within the side yard, existing evergreen shrubs and a row of red maples screen views from the building's side elevation windows and the unit's front entries to the east.

The following pictures depict the described condition of Area 2.



View from SCEA Lane looking uphill – WBH Unit # 68 South Cottage Road (Eckert) to left.



Edge Condition at Area #2 (uphill & down hill views)



Proposed Improvements / Offered Mitigation – Area 2

Discussions with the Eckerts and feedback from them and the Romes landed on three components for achieving the desired buffer enhancements. We propose the following, subject to the approval of the consent of the Woodlands Condominium Trust. **See Views #3 and #4 below.**

1. **Masonry Wall** – Northland, its successors and assigns will remove 16 legs, approximately 120 linear feet, of the existing three rail wooden fence located at the Woodland/Zone 3 property line and replace with approximately 120 feet of mortared stone wall measuring 42” in height, 15” in depth, and ~120’ in length. Masonry wall to start at the third existing fence post from SCEA Lane and terminate at and by connecting to the existing stone retaining wall paralleling the south side of MLEA Lane – the existing MLEA wall and proposed masonry wall to connect. The existing rubble wall east of the Rome patio will be removed and the area will be rough graded into the proposed masonry wall. Barring any siting conflicts, the wall layout to be on-center with the existing fence and shall follow the arc of the sidewalk. Masonry wall work to be performed by Northland and to be of a kind and quality in keeping with the mortared stone walls at South Cottage of the Woodlands and/or the retaining wall along Olmsted Drive in Zone 3 below the Samuel Eliot Memorial Chapel.

Ownership and Maintenance – the proposed masonry wall shall be owned and maintained by Zone 3.

2. **Patio Privacy Screen** –At Eckert (68 SC) and Rome (11 ML) patios: privacy fence panels with lattice or other ‘topper’ along the side-length of the patio paralleling Olmsted Drive. Northland to contribute \$10,000 to the WBH II Trust and/or its assignee(s), for use by Trust and /or its assignee(s) for the design, purchase and installation of Patio Privacy Screens at units 68 South Cottage Lane and 11 Meadows Lane.
3. **Buffer Planting** – Northland to contribute to the Trust and/or its assignee(s), \$30,000 to be used by the Trust and/or its assignee(s) for the modification or augmentation of the existing planting beds at 68 SC and 11 ML paralleling Olmsted Drive. Work to be performed by Trust and/or its assignee(s).

Area 3 – Area north (above) the Meadows Lane Emergency Access Lane (MLEA):

The interface of Olmsted Drive and the area above the MLEA Lane is along the side yard #12 Meadows Lane which backs onto Upham Bowl. In this area, Olmsted Drive begins its separation from the Woodlands property line as it turns sharply and climbs to the east. The existing sidewalk also begins to separate from the road as it courses toward the Hospital Campus.

The existing features here are similar to those already described: a grass parkway strip runs between the OD road edge and the OD sidewalk with a mulch bed bounded by white three rail fence beyond. The fence sits on the property boundary/line of the Woodlands and the McLean Zone 3 parcel and the side yard of 12 Meadows Lane inside the fence is substantially planted. As at Areas 1 & 2, the yard area was planted to screen views from the building’s side elevation

windows and the unit's front entries from Olmsted Drive and any prospective development of Zone 3. However, some of the existing planting is not thriving as can be seen in this image:



Edge Condition at 12 Meadows Lane, existing

Proposed Improvements – Area 3

Buffer Planting – As at Area 1, the 04/16/21 Design and Site Plan Approval drawings show the addition of five street trees, 30' o.c. to the parkway strip and along the sidewalk edge as it turns to link to the hospital campus. These five trees are called out as red maples (*Acer rubum*, 3-3.5" caliper). These trees will complete the red maple row extending along the length of the Zone 2 and 3 interface. This planting doubles up with the existing side yard planting to screen west bound traffic traveling downslope. The remnant paving seen in the existing conditions photos will be removed and second fence line established in the side yard along the proposed Bldg #1 to further buffer the side and back yards of #12 Meadows Lane from Olmsted Drive impacts.

In addition to these improvements called out in the Design and Site Plan Approval submission, we propose additional planting to replace underperforming vegetation in Zone 2 with 3-5 new evergreens to match in species and kind the spruce that are doing well in this setting. (Subject to the approval of the Planning Board and the consent of the Woodlands Condominium Trust.) Three are depicted in the illustration below, but three-five may prove necessary. Together, these evergreens, in form: broad down low, and the red maples: broader up above, will work together to provide the enhanced screening desired. **See View 5.**

Proposed Mitigation – Area 3 –

Contribute \$3,500 to the WBH II Trust and/or assignee(s) to be used by the Trust and/or its assignee(s) for the design, purchase and installation of 3-5 new evergreens to match in species and kind the existing spruce planting.

Contribute \$2,500 to the WBH II Trust and/or its assignee(s), in the form of a refundable escrow, for sub surface utility repair work, if any, encountered, in the planting of the above noted 3-5 new evergreens.

Olmsted Drive Improvements:

Along the western edge of OD beginning at the Building #1 driveway curb cut and running to the MLEA lane the existing granite curbing will be removed and relaid to provide a 4-5" minimum reveal.

Consistent with the recommendations of the Traffic Assessment OD will be centerline striped with a solid double yellow line to demarcate the travel lanes, posted with 20mph vehicular speed signage, and pedestrian sidewalk crosswalk markings and crosswalk signage will be provided at the northern and southern curb cuts of Subdistrict A Road 1. The intersection of Olmsted Drive and Subdistrict A Road 1 will be signed as an all-way Stop – see attached plan titled Conceptual Improvement Plan.

Terms and Timelines:

The above described improvements and the landscape planting payments are contingent upon the issuance of a valid Design and Site Plan Approval which incorporates and licenses the commencement of the Zone 3 project as proposed, the expiration of appeal periods related thereto, without an appeal having been filed, approval of the Woodlands Condominium Trust, and execution of an access license for construction of the masonry wall with the Trust. Draft copy attached.

The financial contributions (payments) noted above shall only be made to the Condominium Trust or its designee/assignee(s) within 30 days of Northland's receipt of a valid and enforceable Design and Site Plan Approval for its pending The Residences at Bel Mont Design and Site Plan Approval application, and the expiration of any and all appeal periods relating thereto without an appeal having been filed, or if an appeal is filed, adjudicated or otherwise resolved to Northland's satisfaction in its sole discretion, and any and all other permits, expiration of appeal periods related thereto without an appeal(s) having been filed, or if an appeal is filed, adjudicated or otherwise resolved to Northland's satisfaction in its sole discretion required for the proposed project.

Notwithstanding, any of the provisions cited above, if a permit appeal is filed by any of the named parties of this agreement and/or any other resident or unit owner of the Woodlands at Belmont Hill II Condominium Trust, the outlined provisions of this agreement shall be considered null and void, including, but not limited to, the obligations of Northland to make any payments described herein.

The masonry wall work herein described shall be completed within 60 days of Northland's taking title of the property, subject to seasonality.

The above shall acknowledge and memorialize by acceptance by the cited parties of the Terms and Conditions for the installation of a *'Landscape Buffer should be provided between Olmsted Drive as it passes through Zone 3 and the townhouses located in Zone 2.'*

ACKNOWLEDGED AND ACCEPTED BY:

John C. Dawley

President & CEO

Northland Residential Corporation

John C Dawley
31.122

_____, Date

MAJORITY OF THE BOARD OF TRUSTEES OF
THE WOODLANDS AT BELMONT HILL II CONDOMINIUM TRUST

By: _____
_____, Trustee, Date

By: _____
_____, Trustee, Date

By: _____
_____, Trustee, Date

By: _____
_____, Trustee, Date

By: _____
_____, Trustee, Date

Robert and Jolanta Eckert

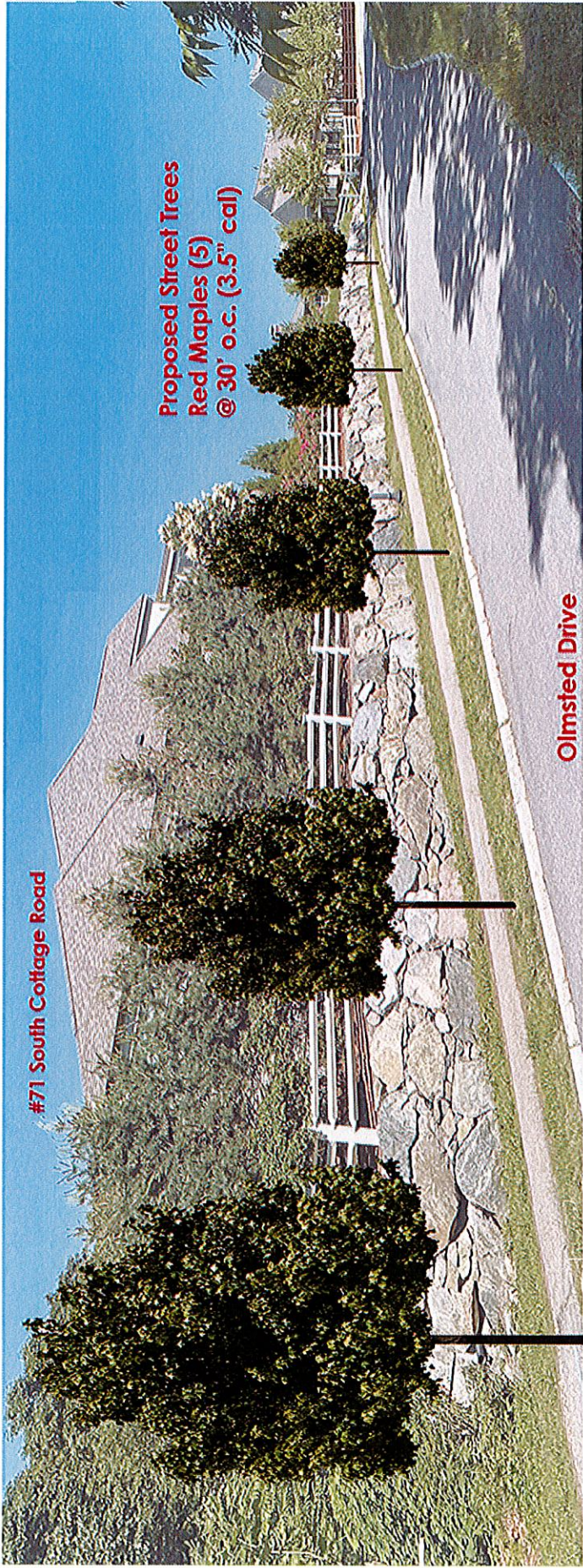
	Date
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Stan and Janet Rome

	Date
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Bill and Sandra Chen

	Date
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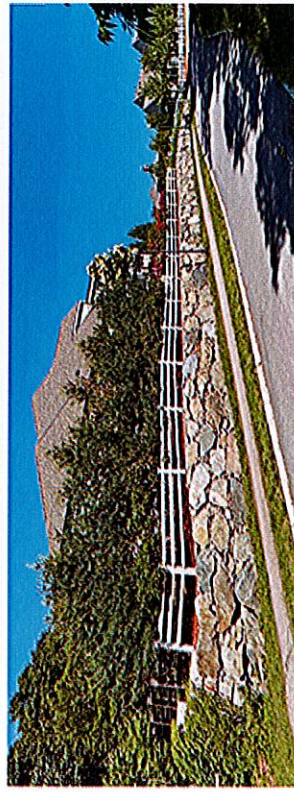


View 1 (Area 1)

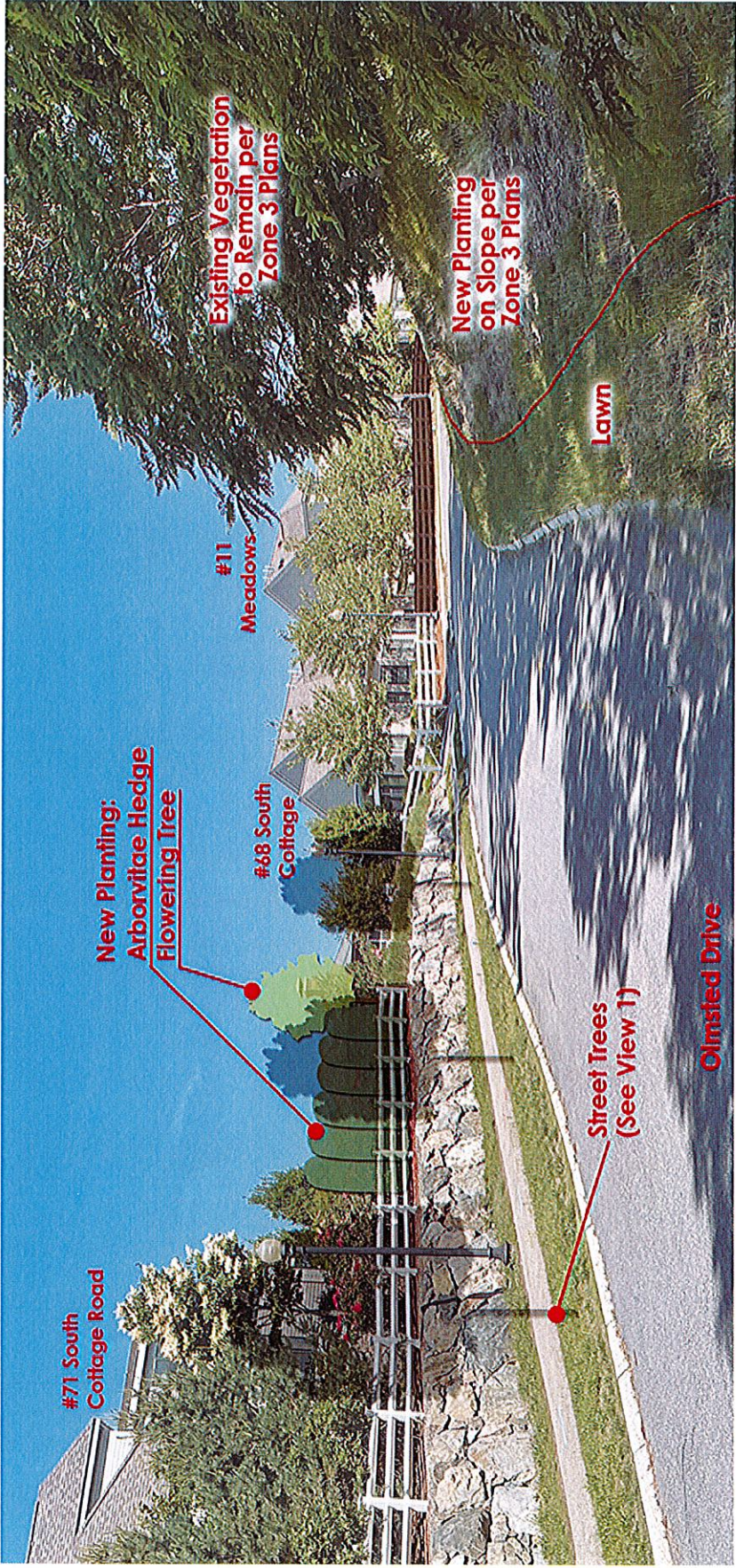
ZONE 2 / 3 BUFFER @ 71 South Cottage Road

- Zone 3 Street Trees (By Northland Residential, Inc)
- Zone 2 Planting (see View 2)*

*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



01/03/22

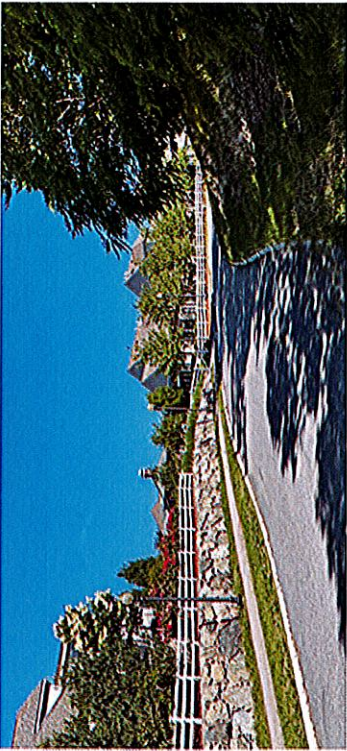


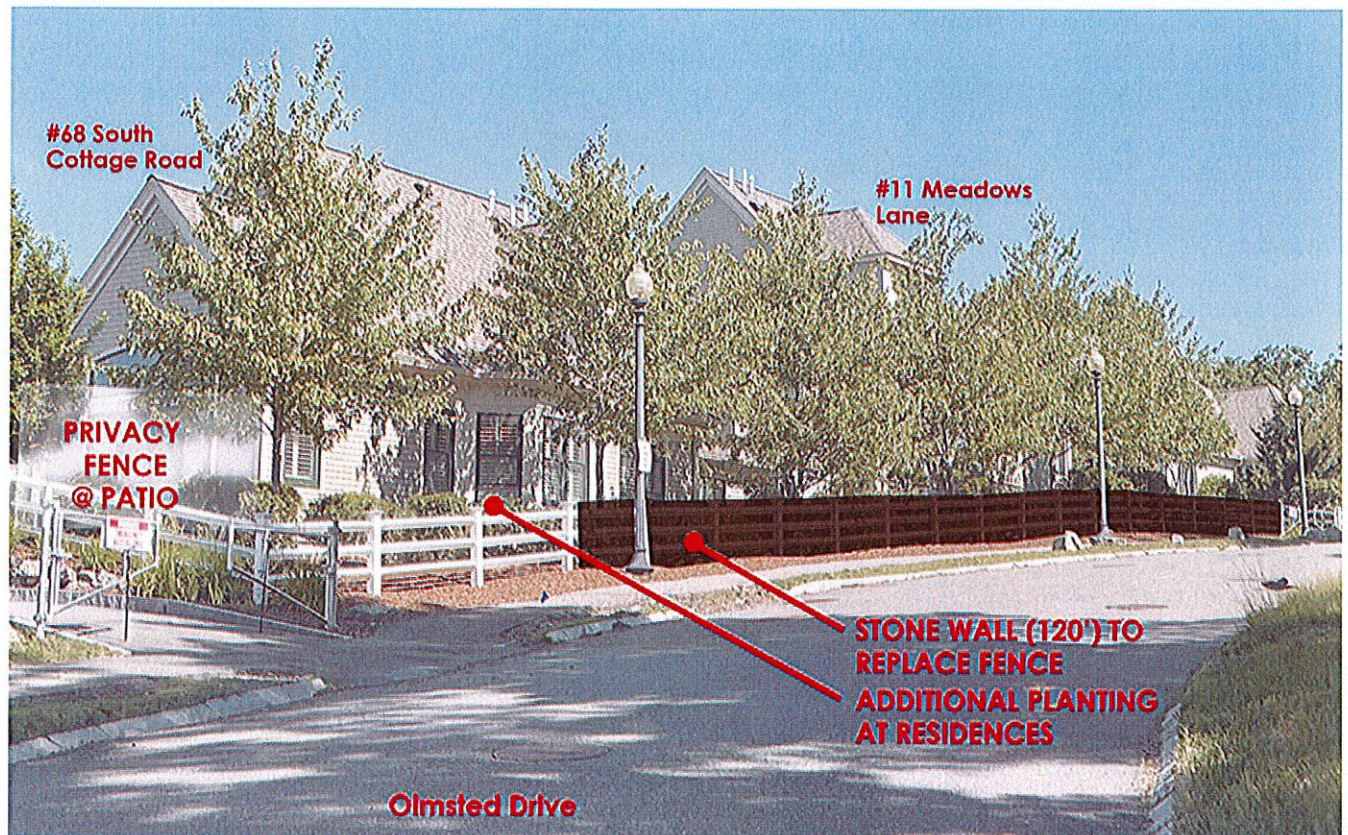
View 2 (Area 1)

ZONE 2 / 3 BUFFER @ 71 South Cottage Road

- Zone 2 Planting at Fence Line*
- Zone 3 Street Trees (see View 1)
(By Northland Residential, Inc)

*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.





View 3 (Area 2)

ZONE 2 / 3 BUFFER

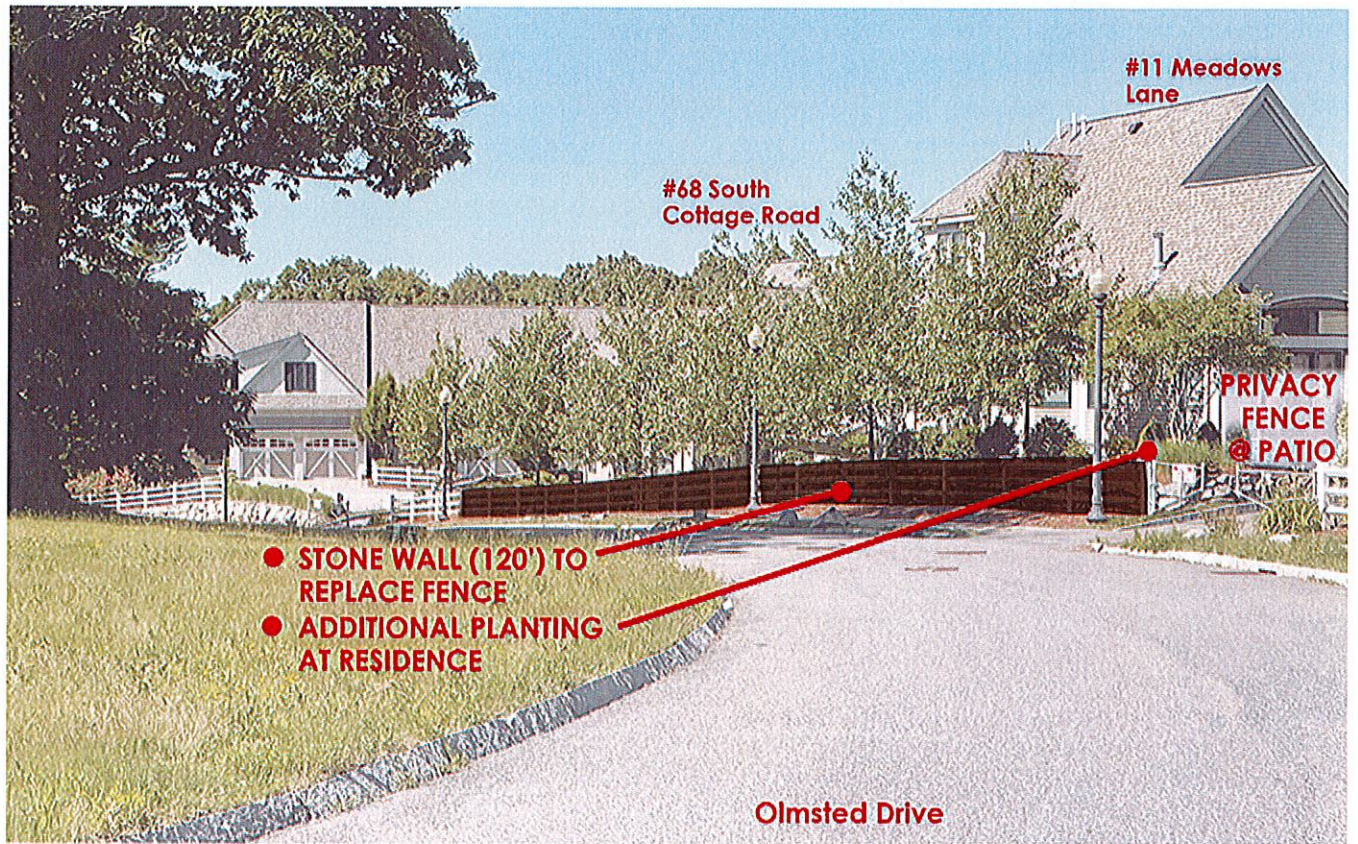
@ 68 South Cottage &
#11 Meadows Lane

- Stone Wall (By Northland Residential, Inc)
- Zone 2 Planting at Residences*
- Zone 2 Privacy Fence @ Patio*

*By the Woodlands at Belmont Hill II Condominium Trust
per agreement with Northland Residential, Inc.



01/03/22



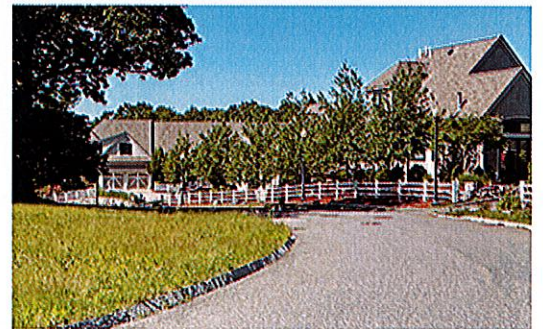
View 4 (Area 2)

ZONE 2 / 3 BUFFER

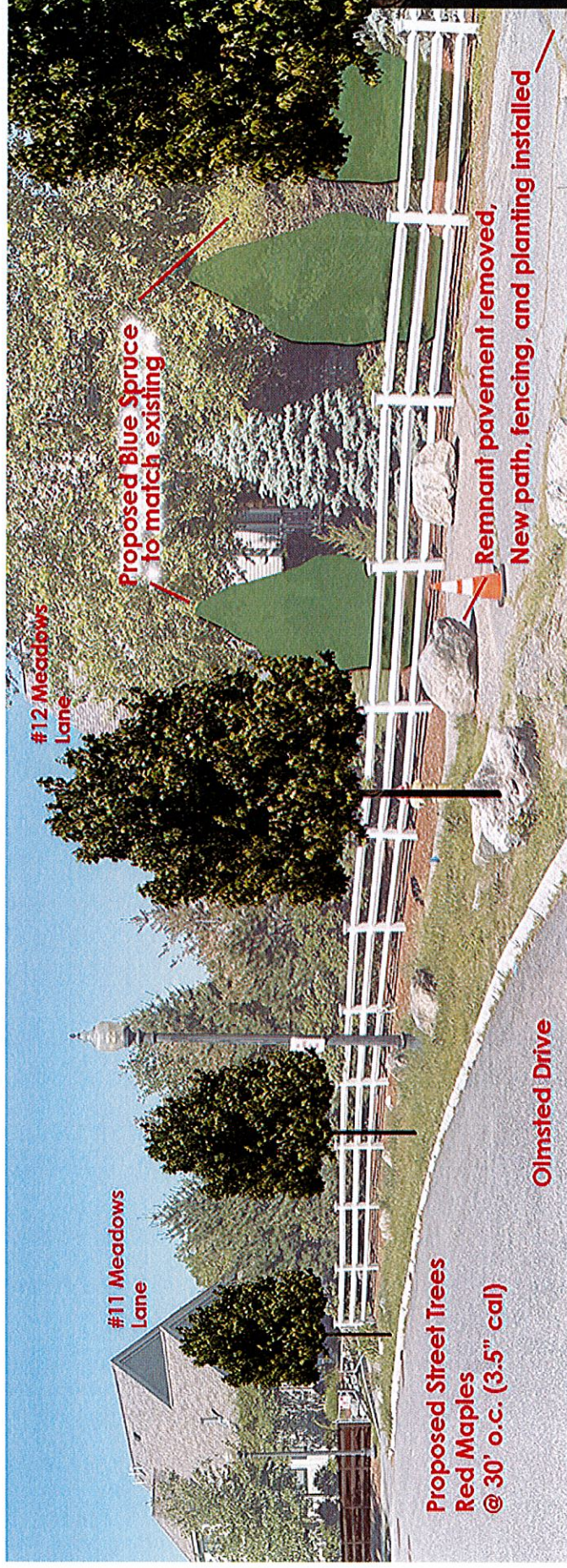
@ 68 South Cottage & #11 Meadows Lane

- Stone Wall (By Northland Residential, Inc)
- Zone 2 Planting at Residence*
- Zone 2 Privacy Fence @ Patio*

*By the Woodlands at Belmont Hill II Condominium Trust per agreement with Northland Residential, Inc.



01/03/22

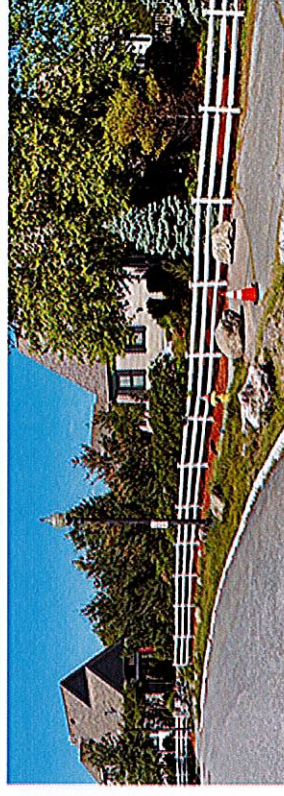


View 5 (Area 3)

ZONE 2 / 3 BUFFER @ 12 Meadows Lane

- Zone 3 Street Trees (By Northland Residential, Inc)
- Zone 2 Evergreen Planting*
- Zone 3 Sidewalk and Site Improvements
(By Northland Residential, Inc)

*By the Woodlands at Belmont Hill II Condominium Trust
per agreement with Northland Residential, Inc.



01/03/22

ACCESS AND INDEMNIFICATION AGREEMENT

This Access and Indemnification Agreement (the "Agreement") made this ____ day of _____, 2022, by and between Northland Residential Corporation and/or its successors, assigns or nominees ("NRC"), a Massachusetts corporation with an address of 80 Beharrell Street, Suite E, Concord, MA 01742, and the Board of Trustees (the "Trustees") of The Woodlands at Belmont Hill II Condominium Trust (the "Trust") u/d/t dated July 28, 2009, and recorded with the Middlesex South Country Registry of Deeds in Book 53286, Page 1, with an address of c/o UNKNOWN as of 3.1.22. NRC and the Trust may be hereinafter collectively referred to as the "Parties."

WHEREAS, NRC has an agreement to purchase certain parcels of land known as Zone 3 of the Mclean District located in, Belmont, Massachusetts (the "NRC Land"), which land directly abuts the common areas of the Woodlands at Belmont Hill II Condominium (the "Condo Land");

WHEREAS, in the event NRC consummates its purchase of the NRC Land, NRC intends to develop residential housing on the NRC Land;

WHEREAS, in the event NRC develops the NRC Land as intended, the Trustees desire for NRC, at its sole cost and expense, to install a masonry wall along the entire shared property line commencing at the South Cottage Emergency Access Lane and proceeding northerly to the Meadows Lane Emergency Access Lane, between the NRC Land and the Condo Land;

WHEREAS, in the event NRC purchases and develops the NRC land as intended, NRC agrees to install such masonry wall at its sole cost and expense in said location, but will require access to and use of a portion of the Condo Land to do so;

WHEREAS, in connection with the development of the NRC Land, NRC intends to erect a masonry wall on the boundary line between the NRC Land and the Condo Land in the approximate location as shown in an agreement among the Parties dated January 10, 2022, Updated January 28, 2022 and March 1, 2022, (the "Agreement") attached hereto, and in connection therewith, NRC will need access to a portion of the Condo Land to erect said retaining wall; and

WHEREAS, the Trustees are willing to grant NRC access to the Condo Land for the purpose of the installation of the retaining wall upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. In the event NRC purchases the NRC Land and develops the NRC Land as intended, the Trustees on behalf of the Trust hereby grants to NRC and its employees, agents, and contractors, temporary access onto the Condo Land for the purpose of the installation of a masonry wall along the shared property line between the NRC Land and Condo Land.
2. The masonry wall will be installed in the location as shown generally in the Agreement.

3. NRC shall give the Trustees or its agent at least forty-eight (48) hours advance notice prior to NRC commencing any work for which access is needed to the Condo Land pursuant to this Agreement.
4. NRC will use only experienced and insured contractors for the erection of the masonry wall.
5. NRC shall be fully responsible for all costs of installation, permitting and insurance for the masonry wall.
6. NRC shall obtain all requisite permits and indemnify and protect the Trust from any responsibility for permitting, compliance with permit terms or failure to obtain permits.
7. The masonry wall shall be the property of NRC, and/or its successors and assigns, which shall be fully responsible for the continuing operation, maintenance, repair and/or replacement.
8. NRC acknowledges the present condition of the Condo Land and acknowledges that the Condo Land are in their present "as-is" condition.
9. NRC shall indemnify and holds harmless the Trustees, the Trust, the unit owners of the Condominium, and the Trust's managing agent from all claims, actions, costs and expenses, including reasonable attorney's fees, coming from any personal injury or property damage caused by any work in connection with the installation, use, maintenance, repair or replacement of the masonry wall, except which may be a result of gross negligence by the Trust.
10. Each of the undersigned represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to the Agreement and that this Agreement, when executed by those parties, shall become a valid and binding obligation, enforceable in accordance with its terms.
11. This Agreement may be executed in multiple counterparts.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal as of the date noted above.

NORTHLAND RESIDENTIAL CORPORATION

By: _____, Date: _____
John C. Dawley, President and CEO

DRAFT

MAJORITY OF THE BOARD OF TRUSTEES OF
THE WOODLANDS AT BELMONT HILL II CONDOMINIUM TRUST

By: _____,
Trustee

By: _____,
Trustee

By: _____,
Trustee

DRAFT