

## DEVELOPMENT AGREEMENT

WITNESS this Development Agreement (hereinafter referred to as "Development Agreement") dated as of the day of , 2022 made by and between the City of Northampton, a Massachusetts municipal corporation with a usual place of business at City Hall, 210 Main Street, Northampton, Massachusetts, acting by and through its Mayor "Northampton"),

Florence Congregational Church ..... 130 Pine Street, Florence, Massachusetts (hereinafter referred to as The Church,

### RECITALS

WHEREAS, Florence Congregational Church has tenants at (Parcel Id No. 23A-146-) as more particularly described in a deed dated recorded in Hampshire County Registry of Deeds, Book (hereinafter referred to as "130 Pine Street"); and

WHEREAS, The Church has petitioned Northampton to have the zone classification of the Property changed from Urban Residence-B (URB) to Office Industrial (hereinafter referred to as the . Zone Change"); and

WHEREAS, as a means ensure the preservation of the historic church building that is currently a space used by the Florence Congregational Church as well as others The Church has offered to impose a permanent historic preservation restriction on the historic elements of the building and to maintain the building on the site in order to preserve the nature of the property while allowing a variety of reuse options within the property.

NOW THEREFORE, for ONE (\$1.00) DOLLAR and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. The parties hereto shall properly execute this Development Agreement and a Historic Preservation Restriction and have same recorded in the Hampshire County Registry of Deeds.
2. The above-described Property shall be subject to the following restrictions:  
An historic preservation restriction granted to the City of Northampton in the care and custody of the Historical Commission, preserving the key character-defining features visible from the road (and not necessarily meeting federal or state preservation standards for the entire building). The existing building may be expanded. Portions of the building that are not part of the original architecture of the building and which do not contribute to the historical or architectural significance of the building as determined by the Planning Board, with input from the Historical Commission, may be demolished.

The above-described limitations are perpetual and can be modified or extinguished only by approval of the Mayor upon positive recommendation of the Northampton City Council.

3. Northampton, and The Church agree that if the Zone Change is not approved by City Council within five (5) months from the date hereof, or the Zone Change is subsequently determined to be invalid, illegal, or unconstitutional by the Attorney General of the Commonwealth of Massachusetts or by a court of competent jurisdiction the provisions of this Development Agreement shall be null and void.
4. In that event, the parties hereto agree to act in good faith and with reasonable promptness in executing a notice stating that the above-described restrictions are null and void so that said notice can be recorded in the Hampshire County Registry of Deeds.

5. It is the intent of the parties hereto that this Agreement shall supersede the interest of any mortgagee encumbering the property so that said mortgage will be subordinated to this Development Agreement.
6. 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.
7. This Development Agreement is binding upon and shall inure to the benefit of and shall be enforceable by the parties hereto, their respective agents, representatives, officers, directors, divisions subsidiaries, affiliates, assigns, heirs, successors in interest, and shareholders.
8. This Development Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

EXECUTED AS A SEALED INSTRUMENT THIS DAY OF , 2022.

Witness

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this day of , 2022, before me, the undersigned notary public, personally appeared , proved to me through satisfactory evidence of identification, which was to be the persons whose names are signed on the preceding document in my presence and acknowledged to me that they signed it voluntarily for its stated purpose.

, ss.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Date

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this day of , 2022, before me, the undersigned notary public, personally appeared , Mayor of the City of Northampton, proved to me through satisfactory evidence of identification, which was : , to be the person whose name is signed on the preceding document in my presence and acknowledged to me that she signed it voluntarily for its stated purpose as the free act and deed of the City of Northampton, Massachusetts.

Notary

My Commission Expires: