

## DEVELOPMENT AGREEMENT

Agreement made this 17th day of August, 2005, by and between the CITY OF NORTHAMPTON, 210 Main Street, Northampton, MA 01060, a municipal corporation acting by and through its Mayor (hereinafter "CITY") and THE TRUSTEES OF THE SMITH COLLEGE, College Hall, Northampton, MA 01063 (hereinafter the "COLLEGE").

WHEREAS the COLLEGE intends to develop its campus in the Green Street, West Street, Belmont Avenue area of Northampton (the "Area"); and

WHEREAS the CITY wants to maintain residential housing in the downtown area of Northampton and not incur a loss to its tax base as a result of the COLLEGE's development in the area; and

WHEREAS it is the COLLEGE'S intent to direct and develop further campus expansion in the Area. Specific plans include the present one for a three story, approximately 140,000 square foot engineering and molecular sciences building. Over the next two decades, the COLLEGE anticipates planning for other academic buildings in the Area; and

WHEREAS, development of the West Street corridor is an important aspect of the CITY's long term planning and this Agreement is to facilitate the CITY's planning process in connection with the COLLEGE's future development plans for the Area;

NOW, THEREFORE, the CITY and the COLLEGE agree as follows:

1. Housing—The COLLEGE and the CITY have agreed to the principle that the COLLEGE's development in the Area will result in no "net" loss of housing in the CITY. The COLLEGE makes the commitment that its development of academic buildings in the Area during the term of the Agreement will cause no net loss in the number, quality, or affordability of housing units in the CITY. Replacement housing units will be within walking distance of downtown (defined as within one mile from Main Street). The COLLEGE commits itself to the goal that replacement housing units shall include deed restrictions for a period of 99 years co-held by the CITY to ensure their continuing affordability to people earning no more than 80% of median income. Notwithstanding the foregoing, in order to facilitate desirable housing replacement projects, the advisory committee for the Smith Affordable Housing Replacement Fund may recommend exceptions to the norm of deed restrictions, subject to approval of the Mayor and the COLLEGE. If no acceptable location for replacement housing units is available within one mile of Main Street after diligent search, the parties agree to cooperate to identify other locations. The COLLEGE's commitment applies only to housing in the Area that is displaced by action of the COLLEGE.
2. Residential Tenants—The COLLEGE will continue to work with residential tenants in the Area that will be displaced (the "Tenants") on a case-by-case basis to provide transition and relocation assistance, with an allowance of \$2,500 per unit, for Tenants displaced from the Area as a result of the COLLEGE's development in the Area during the term of the

Agreement. The COLLEGE will provide a minimum of sixty days notice of termination to the Tenants. If a Tenant does not vacate the premises on the date specified in the notice, no allowance or relocation assistance shall be due the Tenant. Tenants whose tenancies are terminated for reasons other than cause and for whom alternative housing is not located will be offered housing in the replacement housing outlined under item one as part of the COLLEGE's assistance. This section shall apply only to tenants whose housing unit is left permanently vacant by the COLLEGE subsequent to their tenancy. Relocation assistance shall be paid only once for each unit. Any sums due the COLLEGE by a tenant entitled to relocation assistance shall be deducted from the relocation assistance payment.

3. Commercial Tenants—The COLLEGE will negotiate payment of relocation or transition assistance, on a case-by-case basis, with commercial tenants in the Area affected by termination or non-renewal of leases. If a commercial tenant requests participation by the CITY in the negotiations, the COLLEGE will include the CITY in the negotiations.
4. Commercial Space—The COLLEGE will continue to allow commercial use in the building at the southwest corner of West Street and Green Street until July 1, 2015. After that date, if the COLLEGE no longer wishes to maintain that location for commercial use, the COLLEGE will engage in a planning process with the CITY to locate 10,000 square feet of replacement commercial space in the Area if it is deemed commercially viable, or in another agreed upon location. The CITY and the COLLEGE agree to reach a mutually acceptable solution before the COLLEGE proceeds with development of its campus. If the Mayor and the COLLEGE agree, commercial space may be replaced by other publicly accessible space designed to add vibrancy to the street.
5. Real Estate Taxes—The COLLEGE and the CITY agree to the principle that the COLLEGE's development in the Area will result in no "net loss" of real estate taxes to the CITY. The time at which "no net loss" is determined is the time any property is removed from the tax rolls. At the time the property is removed from the tax roll by the Assessors, the COLLEGE will make quarterly payments to the CITY in the amount of the tax that was exempted (removed from the tax roll). The amount of the payment shall increase effective July 1<sup>st</sup> of each year by the same percentage as the increase for the City's average tax bill for that fiscal year. This payment shall be reduced by the amount of real estate tax from any exempt property the COLLEGE returns to the tax roll, and the tax on any property assessments that are added to the tax roll as a result of the COLLEGE's compliance with the terms of this Agreement at the time the property is returned or the increase is assessed and added to the tax roll. This shall specifically include any increase in the assessment of 36 Bedford Terrace and adjacent parking lot after its refurbishment and new construction. This paragraph shall survive the expiration of the agreement.
6. Zoning—The Mayor will sponsor and the Office of Planning and Development will support zoning that will accommodate the COLLEGE's plans for development of the Area and integration into its campus. The CITY will adopt an Educational Use (EU) overlay zoning district for the COLLEGE's campus, bounded by Kensington Avenue, Elm Street, Round Hill Road, State Street, West Street and the property of the former Northampton State Hospital. The overlay district will provide for educational uses as an allowed (A) use. The dimensional requirements shall remain the same as the underlying district for land within thirty (30) feet of the line of the overlay district, but shall have no frontage, area, open space or set back requirements inside the thirty (30) foot line. The height requirement shall be at

least fifty-five (55) feet at the thirty-foot line and increasing on a one to one slope (1 x 1) for each foot in back of the line to a maximum of eighty-five (85) feet. The parking requirements will be resolved as a result of the study in Paragraph #7. This Agreement and the COLLEGE's obligations under this Agreement are expressly contingent upon the adoption or approval by the CITY of the foregoing ordinances, permits or votes.

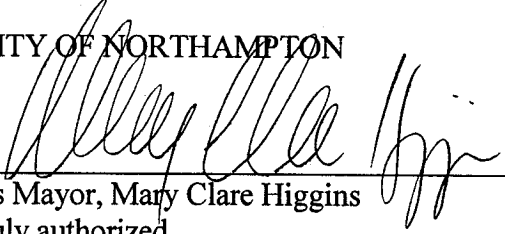
7. Parking Study—The CITY and the COLLEGE agree that when the COLLEGE completes a parking master plan in cooperation with the CITY and the parties mutually reach an agreement on how many parking spaces are needed to serve all COLLEGE uses, the location of parking spaces, opportunities for shared Smith/public parking facilities, transportation demand measures Smith can undertake to reduce parking demand, and Smith's schedule to implement these changes, the Mayor will sponsor and the Office of Planning and Development will support a zoning change so that parking is based on the agreed-upon documented needs and not based on a per-square-foot requirement. This Agreement and the COLLEGE's obligations under this Agreement are expressly contingent upon the adoption or approval by the CITY of the foregoing ordinances, permits or votes.
  
8. Streets—(a) The Mayor will sponsor and the Office of Planning and Development will support the discontinuance of the unused fifteen-foot stub at the end of Arnold Avenue and the discontinuance of some on-street parking on Belmont Avenue to allow two-way traffic north of the new loading dock, provided the COLLEGE replaces the lost parking. This Agreement and the COLLEGE's obligations under this Agreement are expressly contingent upon the adoption or approval by the CITY of the foregoing ordinances, permits or votes.  
  
(b) The CITY further agrees to work with the COLLEGE on the future discontinuances of Green Street and of portions of Belmont Avenue as part of the COLLEGE's development of the Area. The COLLEGE will do a comprehensive circulation and traffic study for the Green Street/West Street precinct prior to the COLLEGE petitioning for discontinuance of Green Street or Belmont Avenue.
  
9. Site Plan—The CITY and the COLLEGE agree that the commitments contained in this letter of intent are contingent on the Planning Board granting a Site Plan Approval Permit to the COLLEGE for the engineering and molecular sciences building.
  
10. Future building design—The COLLEGE agrees that during the term of this Agreement, any future COLLEGE plans for buildings in the Area will integrate buildings and landscape design with the campus, streetscape and neighborhood, consistent with the following principles:
  - a. Locate new buildings along West Street in a manner that is densely developed, oriented to the street and frames the street, enhances the streetscape, and creates an urban, pedestrian-friendly corridor at the ground floor, connecting downtown, the Smith/Green/West Street neighborhood, and the Village at Hospital Hill. For buildings along West Street, among the building alternatives considered will be massing and scale that is similar to the existing residential scale, such as use of stepped-up facades, bays, courtyards and other design options, and/or more urban-style facades built near the sidewalk edge that include ground floors with active uses.

- b. Pay particular attention to the campus/neighborhood interface; i.e., porous facades facing public streets as well as inner campus; balance of interior and exterior focus/views; sensitive siting and design of back side of buildings, dumpsters, loading docks, mechanicals, and parking lots to support the urban corridor.
  - c. Minimize new curb cuts onto public ways; i.e., limit new service access driveways onto West Street.
  - d. Extend pedestrian-focused core campus to the science complex and create pedestrian pathways linking green spaces, buildings, streets, campus, neighborhood, and the parking garage, considering elements such as sidewalk width and street trees.
11. Information Sharing—The COLLEGE agrees to notify the CITY in a complete and timely manner of any issues or planning direction that would have a significant impact on the issues in this Agreement.
12. Term—The term of this Agreement shall be thirty (30) years from the date of signing, except for Section 5.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 17th day of August, 2005.

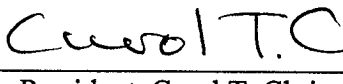
CITY OF NORTHAMPTON

BY:

  
Its Mayor, Mary Clare Higgins  
duly authorized

THE TRUSTEES OF THE SMITH COLLEGE

BY:

  
Its President, Carol T. Christ  
duly authorized