

**REQUEST FOR PROPOSALS (RFP) PACKET
TO LEASE OR MANAGE THE PATTON HOMESTEAD
650 ASBURY STREET
OWNED BY THE TOWN OF HAMILTON**

ISSUED: November 18, 2016

PROPOSAL SUBMITTAL DEADLINE: March 1, 2017, 2:00 p.m.

**NOTICE
REQUEST FOR PROPOSALS**

**LEASE AND/OR MANAGE THE PATTON HOMESTEAD
OWNED BY THE TOWN OF HAMILTON**

In accordance with M.G.L. c. 30B, §§ 6 and 16, the Town of Hamilton invites proposals from persons or entities to lease and/or manage approximately fourteen (14) acres of land and the buildings and structures at 650 Asbury Street, commonly known as the Patton Homestead. The Town seeks a person or entity to lease or manage the Property with an intended purpose to enrich the lives of Hamilton residents and generate revenue to preserve the historic site.

The request for proposals (RFP) may be obtained at the Town Clerk's Office, Hamilton Town Hall, 577 Bay Road, Hamilton, MA 01936 after **November 18, 2016** (Mon. – Fri. 8:00 a.m. – 4:30 p.m.).

Proposals will be evaluated on: 1) responsiveness (whether the respondent agrees to meet the Town's terms and the proposal contains all the required documents and forms properly completed); and 2) responsibility (whether the respondent has the capability, integrity, and reliability to perform under the contract). The Town reserves the right to reject any or all proposals. The contract will be awarded to the respondent offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price¹.

Proposals will be evaluated and awarded by the Town Manager. Separate sealed price and non-price proposals (3 copies) must be submitted and stamped no later than 2:00 p.m., **Wednesday March 1, 2017**, to the Hamilton Town Clerk, 577 Bay Road, Hamilton, Massachusetts 01936 (phone: 978-468-5570; fax: 978-468-2682; email: acarlson@hamiltonma.gov).

Proposals will be opened at the Town Hall Memorial Room at 2:30 p.m. If at the time of scheduled proposal opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until March 2, 2017 at 2:00 p.m., on the next normal business day. Proposals will be accepted until that date and time. Questions regarding this RFP must be submitted in writing to Michael A. Lombardo, Town Manager, Hamilton Town Hall, P.O. Box 429, Hamilton, Massachusetts 01936. Any addendum, if necessary, will be mailed to all respondents at the address each provided for such purpose on record as having requested a copy of this RFP. Failure of any respondent to receive any such addendum shall not relieve that respondent from any obligation under his or her submission. All addenda shall become part of the RFP documents.

¹ Since the Town is seeking in-kind services over the duration of the Agreement to Manage rather than services for cash, the Town will assume that the value of the in-kind services offered by all respondents is at least \$35,000.

A lease of the Property or execution of a long-term management agreement must be approved by Town Meeting. A Lease or Management Agreement will be awarded within thirty (30) days after approval by Town Meeting. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the responsive and responsible respondent offering the most advantageous proposal, as determined by the Town.

**General Instructions and Specifications for
Proposal to Lease and/or Manage the Patton Homestead**

I. General Description of the Project

The Town of HAMILTON is requesting proposals from persons or entities to lease and/or manage approximately fourteen (14) acres of land and the buildings and structures at 650 Asbury Street, commonly known as the Patton Homestead, Assessor Map 19, Parcel 1 (the "Property"). The Property is owned by the Town of Hamilton pursuant to a gift from Joanne Patton, and is subject to the terms of the Gift Agreement, as amended. The successful respondent must manage the Property in accordance with the terms of the Amended Gift Agreement dated February 3, 2014, a copy of which is attached as Exhibit A. This Property is to be used for the benefit of the Town's residents and in a manner that preserves the Property, respecting its historic character.

Either through a lease or a management agreement, the successful respondent will be responsible to carry out all the functions pertaining to the operation, care, maintenance, and improvement of the Property for ten (10) years commencing [DATE _____] and ending June 31, 2026 with the possibility of up to an additional 10 year extension term. Proposal procedures shall be in accordance with Massachusetts General Laws, Chapter 30B, Sections 6 and 16.

The Property must be kept in good order. All structures and associated utilities must be provided and maintained by the successful respondent. The successful respondent is expected to keep the Property in good condition by mowing and maintaining and improving the landscaping, maintaining, repairing and improving the buildings and structures, and managing the Property for the benefit of the Town's residents.

It is intended that the Property will be managed and improved such that the operations of the Property will fund the Property's operating and capital costs. The Town maintains a Gift and Grant Fund that holds proceeds that are to be used to maintain and preserve the Property. The Town understands that at the beginning of the Agreement's term, Town

funds may be necessary to augment funds for the necessary preservation and maintenance of the Property. Such appropriations will require Town Meeting approval, which cannot be guaranteed.

Use of the Property must respect the current use of a portion of the residence by Gordon College for its archival program to maintain, restore, and preserve documents, photographs, personal papers, and artifacts of the Patton family. Respondents must describe how their potential uses will avoid impacting or disrupting the archival program.

The Board of Selectmen has determined that the Property is not needed for municipal purposes and has declared it available for disposition, provided that it is used to serve a public purpose. The Town will seek approval of the Lease or the Management Agreement at a future Town Meeting.

II. General Description of the Property

The description of the Property is taken from the report of the Patton Family Advisory Gift Committee dated May 10, 2012.

The home that would become the Patton Homestead was built in 1786. The Property was purchased as a gift for Beatrice Ayer Patton and General George S. Patton, Jr. in 1928. The Patton family returned to the Property when Gen. Patton's military duties permitted, and after the General's death in 1945, Beatrice made it her permanent residence. It remained the Patton Family Homestead until it was gifted by Joanne Holbrook Patton to the Town in 2012, a gift which was accepted at Town Meeting.

The Property consists of a single family wood-framed residential structure and an equestrian barn with seven horse and three pony stalls. The barn is heated and has apartment space on the second floor. The paddock area is in disrepair. The Property also has a multi-car garage, landscaping, and space for parking.

The residential structure currently houses in one wing Patton family archival materials that remain the property of the Patton family. The archives are curated and maintained by Gordon College under an agreement between the college and Mrs. Patton. Respondents

must accommodate the continued use of this portion of the residence in their proposed uses.

III. Lease and Management Agreements

The successful respondent will be expected to execute a Lease or a Management Agreement that will detail the ten (10) years of agreement, insurance, maintenance responsibilities, conditions for termination, and Management Plan to be reviewed with the Town Manager annually. The Lease or Management Agreement will provide the possibility of up to an additional 10 years extension term, solely at the Board of Selectmen's discretion.

Respondents have the option of submitting a proposal for the lease or for the management agreement. The Town will evaluate all proposals on the basis of the criteria described in this RFP and award a lease or a management agreement to the responsive and responsible respondent offering the most advantageous proposal, as determined by the Town. The successful respondent shall be required to enter into a lease or management agreement provided by the Town. The Town reserves the right to accept or reject any proposal, in whole or in part, and to alter or waive conditions of these specifications that may be in the best interest of the Town.

IV. Instructions for Submitting Proposals

Attached are the proposal forms (Form A and Form B). **Forms are to be submitted no later than 2:00 p.m., March 1, 2017**, to the Hamilton Town Clerk, 577 Bay Road, Hamilton, Massachusetts 01936 and **clearly** marked "**Patton Homestead Proposal**". Three (3) copies of each proposal must be signed by the respondent and, if the respondent is a corporation, by the corporation's authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation. A corporate respondent must include the current Articles of Incorporation. If the respondent is tax-exempt, it must provide a copy of its letter from the Internal Revenue Service that certifies its tax-exempt status. The Town will consider proposals from entities acting as joint venturers to

lease and manage the Patton Homestead, although one entity must be identified as the lead venturer.

If a prospective respondent has a question concerning the terms of the RFP, said questions must be submitted to the Town Manager in writing at the above stated address no later than *January 13, 2017*. Any additional information provided in response to such a submission shall be provided to all parties on record as having requested a copy of the RFP at the address each has specified for such purpose.

All respondents may make arrangements to inspect the Property by contacting the Town Manager, Michael A. Lombardo at (978-468-5572).

Prior to the date and time specified as the deadline for submission of proposals, respondents may correct, modify, or withdraw a previously submitted proposal. Notice of withdrawal of a proposal shall be in writing addressed to the Town Manager. Any corrections, modifications or withdrawal must be submitted in a sealed envelope clearly marked either **“Patton Homestead Proposal – Modification No. _”** or **“Patton Homestead Proposal – Withdrawal”** and must be delivered to the Town Manager as specified above prior to the submission deadline. After proposal opening, a respondent may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the respondent will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the respondent will be notified in writing; the respondent may not withdraw the proposal. A respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident.

The proposals will be evaluated by the Town Manager. The Town will award the Agreement to the respondent offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.²

All respondents must submit with their proposals a signed Certificate of Non-Collusion (Attachment). The successful respondent will also be required to submit the following before signing the Agreement, draft copies of which are attached: 1) Statement of Tax Compliance (Attachment); 2) a Disclosure of Beneficial Interests (Attachment) and 3) Proof of Maintenance of Applicable Insurance Coverage.

The Town of Hamilton reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing.

The Town of Hamilton reserves the right to reject any and all proposals if it deems such rejection(s) to be in the best interest of the Town.

The Town of Hamilton also reserves the right to waive minor discrepancies, to permit a respondent to clarify discrepancies, and/or to conduct discussions with all qualified respondents in any manner necessary to serve the best interests of the Town.

Any fees or other expenses of the respondents associated with this RFP process are solely the responsibility of the respondents.

It is the Town's intention that a lease or a management agreement will be executed no later than thirty (30) days after Town Meeting approves a lease or a long-term management agreement of the Property, unless the time for execution is extended by mutual consent of the parties.

Sealed Proposals will be received until the deadline of March 1, 2017 at 2:00 p.m.

Proposals submitted after this deadline will be rejected as untimely. If Town Hall is

² Since the Town is seeking in-kind services over the duration of the Agreement to Manage the Property rather than services for cash, the Town will assume that the value of the in-kind services offered by all respondents is at least \$35,000.

closed due to uncontrollable events such as an Act of God or manmade disaster at the time that proposals are due, then the proposal submission deadline shall be postponed to the same time on the next business day.

Proposals will be opened and evaluated by the Town Manager immediately after the deadline has passed for proposal submissions. The successful respondent will be notified of selection in writing within ten (10) business days of proposal opening.

V. Proposal Content

The primary purpose of this RFP is to select a person or entity that submits the most advantageous Proposal, taking into consideration both the evaluation criteria and the generation of potential revenue to preserve the Property for public purposes.

The Proposal must include a narrative of the proposed uses, and provide evidence that the respondent has the relevant experience or focus and is sensitive to the needs and concerns of the Hamilton community and the neighborhood.

The Proposal must include a business plan assessing the respondent's capacity to successfully manage and utilize the Property. The plan should address the following:

A. Program Plan: Provide detailed description of uses both open to the public (whether with or without a charged fee), and potential for private events and uses. Provide an overview of plans to make the Property available to Town departments, the Hamilton-Wenham Regional School District, local recreational organizations, and other non-profit organizations.

B. Space Plan: Provide plans and a statement depicting the respondent's vision for the physical design of the Property and provide a detailed cost estimate for the build-out of the respondent's vision.

C. Marketing Plan: Provide a detailed marketing analysis and strategy to support the proposed uses; assess opportunities based upon comparable uses in the eastern Massachusetts area; provide a profile of the respondent's target audience, projecting the data through the first ten year term; analyze opportunities for

shared programming or cross-marketing with complimentary organizations in the Cape Ann area; articulate the benefit of the proposed uses to Hamilton's residents, businesses, and civic organizations; and describe how the marketing plan will be implemented.

D. Operations Plan: Provide a detailed plan for operating the programs and the facility, including costs of programming, staffing and labor, maintenance, etc.; provide projections for all expenses relating to the operation of the facility and programs; describe strategies for income generation through events, retail operations, admissions, etc.; provide projections of revenues and corresponding cash flow projections; describe financial controls, including auditing and monitoring.

E. Implementation Plan: Demonstrate how the respondent would realize its vision and goals for operating the facility and programs, including proposed management and organizational structure, comprehensive staffing plan, legal and financial agreements anticipated to be necessary for operating the facility and programs and defining the relationships between the respondent and other private and public entities related to the respondent's programming.

F. Fundraising Plan: Describe fundraising strategies to meet the financial obligations outlined in the proposal, respondent's vision and goals, including prospective funding sources, donors, levels of proposed requests, campaign schedules, and a description of the background(s) of the individuals or firms that will run the campaign.

G. Financial Report: Provide financial data that supports the business plan.

Price Proposal:

- For respondents proposing to lease the Property, the price proposal shall specify the Town's share of the revenue from the commercial uses envisioned by the respondent. It is expected that the base rent for each year of the initial term of a

lease shall be One Dollar and Zero Cents (\$1.00) and that the Town's share of the revenue will be at least twenty percent (20%).

- For respondents proposing to manage the Property for the Town, the price proposal shall specify Town's share of the revenue from the commercial uses envisioned by the respondent. It is expected that the Town's share of the revenue generated will be at least twenty percent (20%). The remaining percentage of revenue generated from the operation and management of the Property will compensate the selected respondent for any services provided in managing the Property and the Town will not provide any additional compensation to the respondent.

Respondents shall include plans for coordination with other service providers and Town departments to minimize duplication of programs. The Town will only consider proposals that meet the following requirements:

- A. **Building and Structure Maintenance:** All maintenance shall be provided by the lessee. Any proposed color scheme must have prior approval of the Town Manager. The respondent will be required to maintain the Property in compliance with all applicable laws, regulations, by-laws, and building codes.
- B. **Grounds Maintenance:** All grounds maintenance shall be provided by the respondent. The respondent is specifically on notice that the copper beeches on the Property are of particular concern to the Patton family and the Town. The proposal should specify what the respondent will put in place to maintain the health of the copper beeches.
- C. **Snow and Ice Removal:** Snow and ice removal is part of respondent's maintenance responsibilities.
- D. **Capital Repairs and Renovations:** All capital repairs and renovations will require prior approval by the Town. It is expected that the Town will fund initial

capital repairs and renovations, but that the respondent will be expected to present a plan that will generate revenue before the end of the initial term of the lease or management agreement to fund all capital repairs and renovations.

E. Access: The respondent shall agree to permit the agents and authorized representatives of the Town to access the premises at all reasonable times.

VI. Evaluation Criteria

In order for a Proposal to be considered complete and responsive, the Proposal shall include the following information. Proposals lacking this information or failing to meet criteria in this section shall be deemed non-responsive and will not be considered for further review.

1. Completion of all forms attached hereto.
2. Commitment to the Community
3. Insurance
4. Outstanding Financial Obligations to Town of Hamilton
5. Articles of Incorporation (if applicable)
6. A clear intention to lease, occupy, and maintain or manage and maintain the Property
7. CVs and a description of relevant experience of all potential managers

Comparative Evaluation Criteria

Proposals that satisfy the minimum evaluation criteria set forth above will be further evaluated based on the following comparative criteria. Each of the following criteria will be evaluated as: highly advantageous; advantageous; not advantageous or unacceptable to the Town.

8. Vision for Use of the Property

a. Unacceptable: Requires Zoning Change or Ten + Years Until Self-Supporting

b. Not Advantageous: Special Permit Use or Five to Ten Years Until Self-

Supporting

c. Advantageous: Use Permitted As of Right and Two-Five Years Until Self-

Supporting

d. Highly Advantageous: Use Permitted As of Right and One Year Until Self-

Supporting

9. Plan for Property Capital Improvement or Expansion

a. Unacceptable: Removal of existing structures and replacement with new structures

b. Not Advantageous: Major capital improvements or structural changes necessary before any use

c. Advantageous: Minimal capital improvements or structural changes necessary before any use

d. Highly Advantageous: No capital improvements or structural changes needed

10. Experience With Private Fundraising and Securing Grants

a. Unacceptable: No experience by the organization or any of its directors

b. Not Advantageous: Less than one year's experience by the organization or any of its directors, officers and/or employees

b. Advantageous: One to three years' experience by the organization or one or more of its directors, officers and/or employees

c. Highly Advantageous: More than three years' experience by the organization or one or more of its directors, officers and/or employees

11. Proposed In-Kind Services

The Town will not pay for the management services provided by the successful respondent. Instead, the respondent will retain the proceeds derived from the use of the Property, except for the percentage of the revenue (defined as gross annual income less the costs and expenses incurred by the respondent in managing and maintaining the Property) that shall be remitted to the Town to be held in an endowment fund to be used to maintain and preserve the Property. The Town will appropriate money from the endowment fund for use for such projects as are approved by the Town Manager, and will be managed by the successful respondent.

Below are in-kind services that the Town expects the successful respondent to provide for use of the Property. Describe your proposal for each in-kind service (*Essential* are required while *Optional* are desired by the Town), understanding that the actual services rendered will be subject to the contractual terms in the Lease or Management Agreement.

Essential in-kind services:

- 1) Prevent deterioration of the buildings and structures.
- 2) Maintain and preserve the copper beeches.
- 3) Weed and maintain the foundation plantings.
- 4) Mow the lawn.
- 5) Routine maintenance of the house for occupancy, including necessary maintenance of the water pump, hot water heater, septic disposal, electrical, and heating systems; and seasonal maintenance (such as water shutoff and draining in winter months if unoccupied). Such routine maintenance may be beyond monthly expenses, such as utility costs for electricity and heating fuel. The respondent will

be responsible for major capital repairs to the premises after contribution by the Town from endowed funds.

- 6) Participation and cooperation in Town sponsored inspections of the Property, annual or otherwise, by qualified third-party inspector(s).
- 7) Cooperation with Town sponsored review of maintenance practices for the purposes of verifying/revising the Lease.
- 8) Adhering to a set of reporting requirements to the Town of Hamilton that may include informal quarterly reports and/or meetings or formal annual meetings to review completed activities and planned activities.

Optional in-kind services:

- 9) Improve the barn and stalls for equestrian use.
- 10) Provide space for community gardening.
- 11) Host holiday and special events free and open to the public.

Respondents' proposals will be evaluated as follows:

- a. Unacceptable: Failure to account for all essential in-kind services
- b. Not Advantageous: Fails to provide at least one optional in-kind service
- c. Advantageous: Provides two to three optional in-kind services
- d. Highly Advantageous: Provides more than three optional in-kind services

VII. Evaluation Process

The Town Manager will review the Proposals and award a lease or a management agreement. Proposals will be evaluated based upon fulfillment of the minimum criteria and a ranking of the comparative criteria. The Town will determine the most advantageous Proposal from a responsible and responsive respondent taking into comparative evaluation criteria set forth in this RFP and price.

FORM A

**LEASE AND/OR MANAGEMENT PRICE PROPOSAL
PATTON HOMESTEAD**

Submit this form in a separate envelope clearly marked on the outside as
"Price Proposal – Patton Homestead"

Name of Respondent: _____

Firm: _____

Address: _____

Town: _____ State: _____ Zip: _____

Telephone: _____

The Town will not pay for the management services provided by the successful respondent and, in the case of a lease agreement, the successful respondent will not be required to pay the Town a fixed amount of rent. Instead, in each circumstance, the respondent will retain the proceeds derived from the use of the Property, except that a percentage (at least 20%) of the Revenue (defined as the gross annual income less the costs and expenses incurred by the respondent in managing and maintaining the Property) shall be remitted to the Town to be held in an endowment fund to be used to maintain and preserve the Property. Please provide Respondent's proposed percentage of Revenue that will be remitted to the Town:

_____ Percent (_____ %)

Signature _____

Print Name _____

Date _____

FORM B

**LEASE AND/OR MANAGEMENT TECHNICAL PROPOSAL
PATTON HOMESTEAD**

Submit this form (pages __ – __) in a **separate envelope** clearly marked on the outside as
“**Technical Proposal – Patton Homestead**”

Name of Respondent: _____

Firm: _____

Address: _____

Town: _____ State: _____ Zip: _____

Telephone: _____

Minimum Evaluation Criteria

The respondent must meet and complete Criteria #1, 2, & 3 to be considered.

1. Completion of all forms attached to the RFP
2. Commitment to the Community
3. Insurance
4. Outstanding Financial Obligations to Town of Hamilton
5. Articles of Incorporation (if applicable)
6. A clear intention to lease, manage, occupy, and maintain or manage and maintain the Property
7. CVs and a description of relevant experience of all potential managers

Comparative Evaluation Criteria

Each of the following criteria will be evaluated as: highly advantageous; advantageous; not advantageous or unacceptable to the Town.

8. Vision for Use of the Property
9. Plan for Property Capital Improvement or Expansion
10. Experience With Private Fundraising and Securing Grants
11. Proposed In-Kind Services

MINIMUM CRITERIA

Criteria #1 – Required Forms

I have filled out and enclosed all forms required by the RFP.

Yes or No

Criteria #2 – Commitment to the Community

The Patton Homestead is a local and national historical site. The Property was gifted to the Town to be used for the Town citizens. Describe respondent’s knowledge of the site, respondent’s history with the Town, the Town’s involvement with the Patton family, and the terms of the gift.

Criteria #3 – Insurance

Insurance coverage by the respondent is required as described below in A., B., and C. Respond to statements below of proposed insurance coverage.

A. I will provide Workmen’s Compensation Insurance for the company employees to the statutory levels.

_____ Yes or _____ No

B. I will provide comprehensive general liability insurance, naming the Town of Hamilton as additional insured, with limits no less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

_____ Yes or _____ No

C. I will provide automobile liability insurance, including coverage for owned, hired or borrowed autos, naming the Town of Hamilton as additional insured, with a minimum coverage of \$1,000,000 Combined Single Limit.

_____ Yes or _____ No

D. I will provide umbrella or excess liability insurance following form of underlying form of general and automobile liability coverage, naming the Town of Hamilton as additional insured, with a minimum coverage of \$5,000,000.³

_____ Yes or _____ No

Criteria #4 – Outstanding Financial Obligations to Town of Hamilton

I have no outstanding obligations (fees, taxes, rent), owed to the Town of Hamilton.

_____ Yes or _____ No

Criteria #5 – Articles of Incorporation (if applicable)

I have Articles of Incorporation

_____ Yes _____ No or _____ Not Applicable

Criteria #6 – A clear intention to lease manage, occupy, and maintain or manage and maintain the Property

I intend to (pick one)

_____ Execute a Lease with the Town whereby I will agree to manage, occupy and maintain the Property

_____ or

_____ Execute a Management Agreement with the Town whereby I will agree to manage and maintain the Property on behalf of the Town.

_____ or

³ Note: Existence of umbrella coverage in excess of \$5,000,000 may serve to satisfy underlying limits for automobile and general liability where existing limits do not meet the requirements under B and C above.

COMPARATIVE CRITERIA

(Use Additional Paper, if necessary)

Criteria #8 – Vision for Use of the Property

List your top two preferred options for use of the Property. Identify likely revenues generated by each proposed use, the expected time it will take the use to fund the Property’s costs, availability of the Property for use by Town residents, and the involvement of the Town. Identify how the proposed uses will respect and preserve the historic importance of the Property. Identify any public benefits as part of the proposed uses.

- Requires Zoning Change and/or Ten + Years Until Self-Supporting = Unacceptable;
- Special Permit Use and/or Five to Ten Years Until Self-Supporting = Not Advantageous;
- Use Permitted As of Right and Two-Five Years Until Self-Supporting = Advantageous;
- Use Permitted As of Right and One Year Until Self-Supporting = Highly Advantageous

Criteria #9 – Plan for Property Capital Improvement or Expansion

Identify All Capital Improvements or Structural Changes Necessary to Realize Uses Identified in Criteria #8.

- Removal of existing structures and replacement with new structures = Unacceptable;
- Major capital improvements or structural changes = Not Advantageous;
- Minimal capital improvements or structural changes = Advantageous;
- No capital improvements or structural changes needed = Highly Advantageous

Criteria #10 – Experience with Private Fundraising and Securing Grants

Experience in the past five (5) years with private fundraising and securing grants, whether by the respondent or the respondent’s personnel who will be working with respondent to secure outside funding.

- No experience = Unacceptable;
- Less than one year’s experience = Not Advantageous;
- One to three years’ experience = Advantageous;
- More than three years’ experience = Highly Advantageous

Criteria #11 – Proposed In-Kind Services

Below are in-kind services that the Town expects the successful respondent to provide for use of the Property. Describe your proposal for each in-kind service (*Essential* are required while *Optional* are desired by the Town), understanding that the actual services rendered will be subject to the contractual terms in the Lease or Management Agreement.

Essential in-kind services:

- 12) Prevent deterioration of the buildings and structures.
- 13) Maintain and preserve the copper beeches.
- 14) Weed and maintain the foundation plantings.
- 15) Mow the lawn.
- 16) Routine maintenance of the house for occupancy, including necessary maintenance of the water pump, hot water heater, septic disposal, electrical, and heating systems; and seasonal maintenance (such as water shutoff and draining in winter months if unoccupied). Such routine maintenance may be beyond monthly expenses, such as utility costs for electricity and heating fuel. The respondent will be responsible for major capital repairs to the premises after contribution by the Town from endowed funds.
- 17) Participation and cooperation in Town sponsored inspections of the Property, annual or otherwise, by qualified third-party inspector(s).
- 18) Cooperation with Town sponsored review of maintenance practices for the purposes of verifying/revising the Lease.
- 19) Adhering to a set of reporting requirements to the Town of Hamilton that may include informal quarterly reports and/or meetings or formal annual meetings to review completed activities and planned activities.

Optional in-kind services:

- 20) Improve the barn and stalls for equestrian use.
- 21) Provide space for community gardening.
- 22) Host holiday and special events free and open to the public.

- Fail to account for all essential in-kind services = Unacceptable;
- Fail to provide at least one optional in-kind service = Not Advantageous;
- Provides two to three optional in-kind services = Advantageous;
- Provides more than three optional in-kind services = Highly Advantageous

I understand that this proposal information will be evaluated by the Town Manager.

Signature _____

Print Name _____

Date

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting proposal

Name of business

DATE

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the pains and penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting proposal

Name of business

DATE

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL
PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

1. (1) REAL PROPERTY:
2. (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
3. (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
4. (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
5. (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
 _____ Lessor/Landlord _____ Lessee/Tenant _____ Seller/Grantor
 _____ Buyer/Grantee

 _____ Other (Please describe): _____

6. (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of

which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time- shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

EXHIBIT A

Patton Gift

Agreement

GIFT AGREEMENT

This Agreement is made and entered this 13 day of August, 2012, by and between Joanne Holbrook Patton (the "Donor"), 650 Asbury Street, Hamilton, MA and the Town of Hamilton, 577 Bay Road, Hamilton, MA (the "Town").

WHEREAS, the Donor desires to donate to the Town of Hamilton a 27.22 acre, more or less, parcel of land, improved by a single-family home and other outbuildings, and owned exclusively by her (the "Property"), for the benefit of the Town and subject to certain restrictions; and

WHEREAS, the Town of Hamilton, acting by and through the Board of Selectmen, accepts the terms under which the Donor is willing to donate the Property; and

WHEREAS, the gift of land was accepted by vote of Town Meeting on May 12, 2012 subject to agreement upon terms and conditions acceptable to the Board of Selectmen;

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions set forth herein, the parties agree to the following:

1. Property Description. The Property comprises 27.22± acres on which there is a single family residence, a barn, gardens, and a swimming pool. The approximately one-acre area surrounding the single family residence and outbuildings and plantings shall be referred to as the "Homestead." The Property is shown as Lot 4 on a Plan of Land in Hamilton & Topsfield, MA prepared for George S. Patton dated November 12, 1997, sheet 1 of 2, by Wayne C. Jalbert, Hancock Survey Associates, Inc., a reduced copy of which is attached as Exhibit A.
2. Donor Intention. The Donor intends to execute a deed with quitclaim covenants for nominal consideration to transfer fee simple interest in the Property to the Town of Hamilton, subject to these terms, conditions and restrictions:
 - a. Should the Town at any time decide to sell, convey or transfer a fee interest in any or all of the Property, except as provided in subparagraph 2 (b) herein below, the Town shall first offer the same to the Donor and her children to the extent then living and legally competent, in accordance with the provisions of Exhibit B (which shall also be incorporated in the deed by which the Donor transfers the Property to the Town). The offerees shall have sixty (60) days from date of first offer to exercise their right to accept. The right of first offer shall be extinguished when neither the Donor nor any of her children are living and legally competent.
 - b. The Donor specifically exempts the Town from the requirement of first offering the Property for sale to the Donor and her children that land situated in the northwest quadrant of the Property (as per the Marshall Gary LLC Schematic Site Plan attached as Exhibit C) where it has been suggested the Town may sell to

develop or develop to sell moderately priced housing provided that all of the following conditions are met:

1) The development of the parcel will be consistent with the rural nature of the neighborhood and the number of units will not exceed twelve; and

2) Twenty-Five percent (25%) of the gross proceeds will be placed in one or more trust, gift, or endowment funds created to maintain and preserve the Homestead and the property.

If all of the conditions are met, in this case only, the terms of subparagraph 2(h) shall not apply. Land outside of the northwest quadrant may be sold, conveyed or leased in whole or in part for housing or other purposes, but shall be subject to the right of first offer set forth in subparagraph 2(a).

- c. None of the items of tangible personal property currently situated in the Homestead are included in the gift. Any request for retention of any of such items must be negotiated separately. Recognizing the complexity of removing items to multiple venues, the Town shall allow the Donor a reasonable period following the date of execution of the deed to the Town, to remove the tangible personal property, as agreed upon by the Donor and the Town. Some items may be loaned to the Town by the Donor or her children, but such lease agreement shall be negotiated separately by the parties. Some items may remain as part of Gordon College's archival project, but shall remain the property of the Donor. If the Town and Gordon College enter into an agreement as described in paragraph 2(e) hereinbelow the Donor shall not be required to remove the items of tangible personal property to be utilized by Gordon College until such date in the future as is agreed upon by the parties in writing.
- d. There will be no endowment funds given by the Donor or members of her family included with the gift. The Town may separately solicit gifts to support the Property and may also rent the Property on a short- or long-term basis to generate income to provide for its support.
- e. In determining the future use of the Homestead residence, the Town shall first offer to Gordon College, of Wenham, Massachusetts (the "College"), the use of the residence for its archival program to maintain, restore and preserve documents, photographs, personal papers and artifacts of the Patton family. If the College does not agree to use the residence for its archival program but proposes a different appropriate use by the College that is acceptable to the Town, it shall have the right to so use the residence. Any use of the residence by Gordon College must be compatible with the use by the Town of the remainder of the Property and will be governed by a lease agreement between the Town and the College, the terms of which may call for the payment of an appropriate rent by the College to offset the cost of maintaining the residence. The Town and Gordon College must coordinate their uses so as to minimize disruption of any one use. If Gordon College ever declines to use, or continue to use, the residence, use of the residence shall devolve exclusively to the Town.

- f. The Town shall establish a Patton Homestead Account (the "Fund"), to be managed by the Town's Treasurer, and shall deposit twenty percent (20 %) of the annual surplus revenues from rental or any other income derived from the use of the Property. (i.e., the gross income received from the rental or other use of the Property during the fiscal year, less the costs and expenses incurred by the Town in managing and maintaining the Property during that year) as an endowment fund to maintain and preserve the Property. Further, should the Town sell any portion of the Property, other than as described in subparagraph 2(b) hereinabove, the terms of subparagraph 2(h) hereinbelow shall govern. The Town may supplement the Fund with other gifts received to support the Property and shall hold and administer the Fund in accordance with the Town's investment policies and applicable law. The Town may use any amount of the net income and principal of the Fund for the support of the Property and may make withdrawals from the Fund for such purposes in any amounts that the Town determines to be prudent, taking into account the purposes of the Fund, the present and anticipated future cost of maintaining the Property and administering the Fund, the expected total return on the Fund's investments and present and anticipated future economic trends.
- g. Any use of the Homestead must acknowledge and respect its historic character. The Town shall have the right to make exterior and interior changes to the buildings and structures, and change the landscaping and topography within the Homestead area without consulting the Donor or her children, but must preserve any historical features of the Homestead unless it is impossible or impracticable to do so given the proposed use and the expected cost of preserving such features. The Town shall also have the right to use for any purposes the last name "Patton" in any marker or description of the Homestead and Property.
- h. Except as provided under subparagraph 2(e) above in connection with the use of the Property by the College, the Property shall be used for the benefit of the Town's residents. If, in the judgment of the Town, it should become impossible or impracticable to use the Property in that way, the Town may sell any part or all of the Property, subject to compliance with the provisions of subparagraph 2(a) above, and shall donate fifty percent (50%) of the gross proceeds of such sale to a charity or charities qualified under Section 501(c)(3) of the Internal Revenue Code to be named by the Donor, if living and competent, and if not by those of her children who are living and competent. The Town may use and retain the remaining proceeds as it shall determine.

Any substantial deviation from the purposes described in this paragraph 2 shall require the written approval by the Donor, if she is living and competent, or otherwise by a majority of the Donor's children who are then living and competent.

3. Approval by Town. The parties recognize that the gift has been accepted by the Town at a Town Meeting on May 12, 2012.

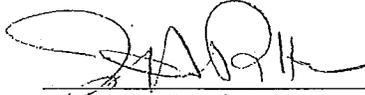
4. Notice to Donor and Her Children. Notice to the Donor and her children required to be provided pursuant to Paragraph 2 shall be sufficient when provided in writing, by first class mail, postage prepaid, in care of The 1911 Trust Company, LLC, 400 Essex Street, P.O. Box 5600, Beverly Farms, MA 01915-0512.

5. Execution of Deed. The Donor, by and through herself, her executor, administrator or personal representative, shall execute a deed on or before September 15, 2012.

6. Entire Agreement. The terms of this Agreement are final and binding on all parties, including their respective successors, assigns, executors and personal representatives. This instrument contains the entire agreement of the parties with respect to the subject matter contained herein. This Agreement may be modified or waived only by written instrument signed by the parties.

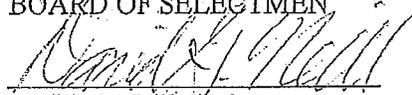
IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day first written above.

DONOR



Joanne Holbrook Patton

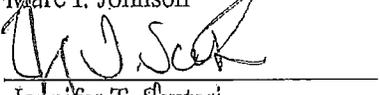
TOWN OF HAMILTON
BOARD OF SELECTMEN



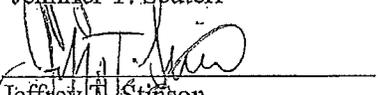
David G. Neill Chairman



Marc I. Johnson



Jennifer T. Scuteri



Jeffrey T. Stinson



Jeffrey M. Hubbard

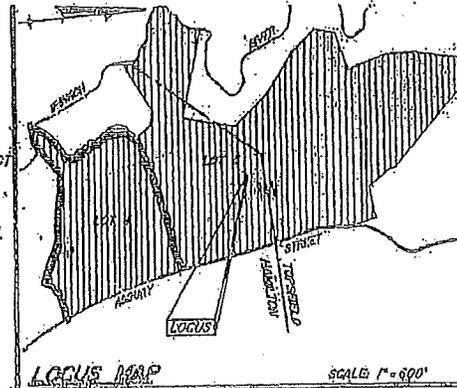
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61
321 (APL)

ASSESSORS:
MAP 19, LOTS 1 & 4 - HAMILTON
MAP 8 LOT 3 - TOPSFIELD

ZONING:
HAMILTON:
RA - RESIDENCE - AGRICULTURE
FLOOD PLAIN DISTRICT
GROUNDWATER PROTECTION OVERLAY DISTRICT
CONSERVANCY DISTRICT
TOPSFIELD:
ORA - OUTER RESIDENTIAL & AGRICULTURAL
IPSWICH RIVER PROTECTION DISTRICT
FLOOD PLAIN DISTRICT

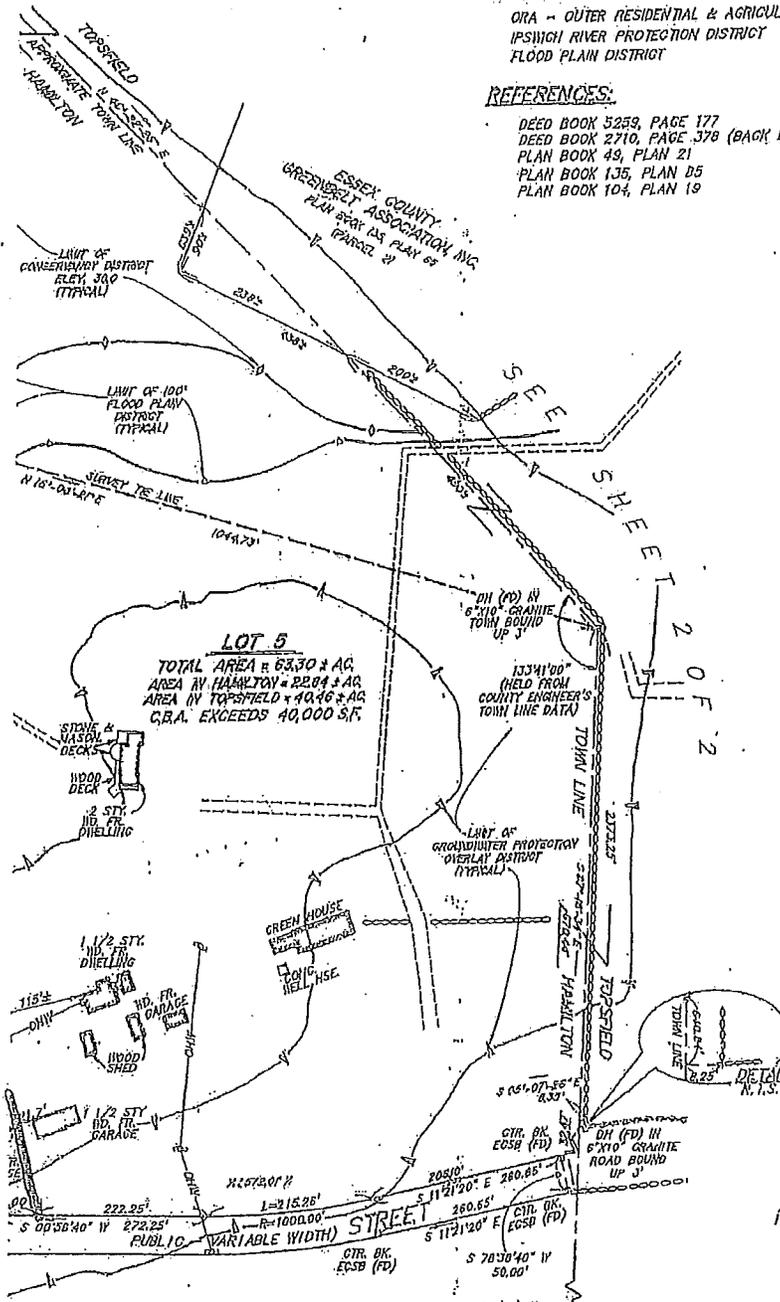
REFERENCES:
DEED BOOK 5259, PAGE 177
DEED BOOK 2710, PAGE 378 (BACK DEED)
PLAN BOOK 49, PLAN 21
PLAN BOOK 135, PLAN D5
PLAN BOOK 104, PLAN 19



RECORD OWNER:
GEORGE S. PATTON

NOTES:

- 1) THE FLOOD PLAIN DISTRICT SHOWN HEREON IN HAMILTON IS SCALED FROM THE FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 250084 DATED JUNE 4, 1990, AND IS APPROXIMATE.
- 2) THE FLOOD PLAIN DISTRICT SHOWN HEREON IN TOPSFIELD IS SCALED FROM THE FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 260106 DATED JUNE 2, 1984, AND IS APPROXIMATE.
- 3) THE GROUNDWATER PROTECTION OVERLAY DISTRICT SHOWN HEREON IS SCALED FROM THE "TOWN OF HAMILTON, MA. GROUNDWATER PROTECTION OVERLAY DISTRICT" MAP, AND IS APPROXIMATE.
- 4) THE CONSERVANCY DISTRICT SHOWN HEREON IS SCALED FROM THE TOWN OF HAMILTON ZONING MAP, AND IS APPROXIMATE. THE 30' CONTOUR WAS NOT FIELD LOCATED.
- 5) THIS PLAN IS COMPILED FROM DEEDS AND PLANS OF RECORD AND A PARTIAL FIELD SURVEY.
- 6) THE IPSWICH RIVER SHOWN HEREON IS SCALED FROM PLANS OF RECORD AND IS APPROXIMATE.



PLAN OF LAND
IN
HAMILTON & TOPSFIELD, MA
PREPARED FOR
GEORGE S. PATTON

SCALE 1" = 100' NOVEMBER 12, 1997
0 50 100 200 400

HANCOCK SURVEY ASSOCIATES, INC.
338 NEVBRURY STREET, DANVERS, MASSACHUSETTS 01923
VOICE 978-777-3050 FAX 978-774-7816

CHECKED BY: C.W.E. SHEET 1 OF 2



EXHIBIT B

RIGHT OF FIRST OFFER

The parties agree that the Property is subject to rights of first offer as provided below:

1. In the event that the Town intends to sell, convey or otherwise transfer any part or all of the Property to a third party (other than a board, committee, department or other governmental entity within the Town), the Town (the "Offeror") must first deliver a written offer (the "Offer") to sell such property (the "Sale Property") to the each of the following persons who are then living and legally competent or the legal representative of an Offeree who is living and is not legally competent: the Donor, Joanne Holbrook Patton, and her children, Mother Margaret Georgina Patton, George S. Patton, Jr., Robert H. Patton, Helen Patton and Benjamin W. Patton (the "Offerees"), in care of The 1911 Trust Company, LLC.

2. The Offer shall state the sale price for the Sale Property, which shall be an amount equal to the fair market value of the Sale Property as determined by an independent real estate appraiser having at least ten years' experience in the appraisal of comparable property, selected by the Offeror, and any other terms and conditions on which the Offeror is willing to sell the Sale Property.

3. The Offerees shall have thirty (30) days from the date of the Offer to accept the Offer by written notice to the Offeror; provided, however, that if any one or more of the Offerees disputes the fair market value of the Sale Property as stated in the appraisal obtained by Offeror, such Offeree(s) shall give written notice of such dispute to the Offeror within said 30-day period and shall, within sixty (60) days of the date of the Offer, obtain and deliver to Offeror a second appraisal at the sole cost and expense of said Offerees from an independent appraiser having at least ten years' experience in the appraisal of comparable property of his, her or their own choosing, and said second appraisal shall be averaged with the first appraisal obtained by Offeror to determine the fair market value of the Sale Property. If the fair market appraisals of the two independent appraisers diverge by more than ten percent the two appraisers shall agree on a third similarly qualified appraiser, whose expenses and costs shall be shared by the Offeror and the Offeree(s) and the fair market value shall be the average of the three appraisals. If the fair market value of the Sale Property is adjusted as provided in this paragraph 3, the period in which the Offerees may accept the Offer shall expire fifteen (15) days after the date Offeror receives the second appraisal from Offerees.

4. If only one Offeree accepts the Offer, the Offeror and said Offeree shall have an additional forty-five (45) days from the date of the Offeree's acceptance to negotiate in good faith and execute a purchase and sale agreement reasonably acceptable to all parties. If more than one Offeree accepts the Offer and any of them notifies the Offeror in writing prior to the deadline for accepting the Offer that said Offeree is unwilling to take title as tenants in common with the other Offeree(s), the Offeror shall notify the Offerees in writing that the Sale Property will be sold to the highest bidder and shall require each Offeree to submit a written bid for the Sale Property within fifteen days of receipt of such notice at a price which is not less than the

original offering price (as adjusted in accordance with paragraph 3, above). The Offeror and the Offeree making the highest bid shall then negotiate in good faith and execute a purchase and sale agreement within 45 days after the determination of the identity of the winning bidder.

5. If none of the Offerees timely accepts the Offer, or if one or more Offerees accepts the Offer but, despite good faith efforts, the parties are unable to timely negotiate and execute a purchase and sale agreement, the Offeror may sell the Sale Property to a third party within one (1) year of the date of the Offer at a price not less than that contained in the Offer (as adjusted in accordance with paragraph 3, above), and on such terms and conditions as are not more favorable to the third party buyer than those contained in the Offer.

6. In the event the Town shall attempt to sell any part or all of the Property without offering the Offerees the right of first offer as provided above, such sale shall be null and void.

7. If the Offeror shall make and record with the Essex County Registry of Deeds an affidavit stating (1) that a conveyance made by the Offeror is made pursuant to a bona fide offer to purchase; (2) that the Offeror has given notice to the Offerees and has otherwise complied with the provisions of this right of first offer; (3) that the Offeror has not received written notice of election to purchase from any Offeree in accordance with the provisions hereof, or that any Offeree who has given notice has failed to complete the purchase in accordance with the provisions hereof; and (4) that the conveyance is made to the third party buyer within one (1) year of the date of the Offer at a price not less than that contained in the Offer (as adjusted in accordance with paragraph 3, above), and on such terms and conditions as are not more favorable to the third party buyer than those contained in the Offer, such affidavit shall be conclusive evidence of compliance with the provisions hereof with respect to such conveyance in favor of the grantee therein and all persons claiming through or under such grantee.

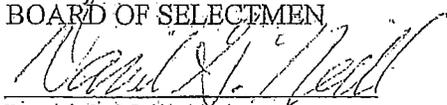
8. The right of first offer reserved in this instrument shall not affect the right of the Town to subject the Property to a mortgage or other security instrument. Any first lender coming into possession of the Property, or any part thereof, pursuant to the remedies provided in a mortgage or foreclosure or deed in lieu of foreclosure shall be exempt from any right of first offer.

DONOR


Joanne Holbrook Patton

9/7/2012
Date

TOWN OF HAMILTON
BOARD OF SELECEMEN


David G. Neill Chairman

8/13/2012
Date



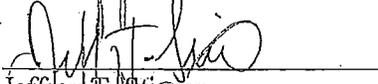
Marc A. Johnson

8/13/2012
Date



Jennifer T. Scuteri

8/13/2012
Date



Jeffrey T. Stinson

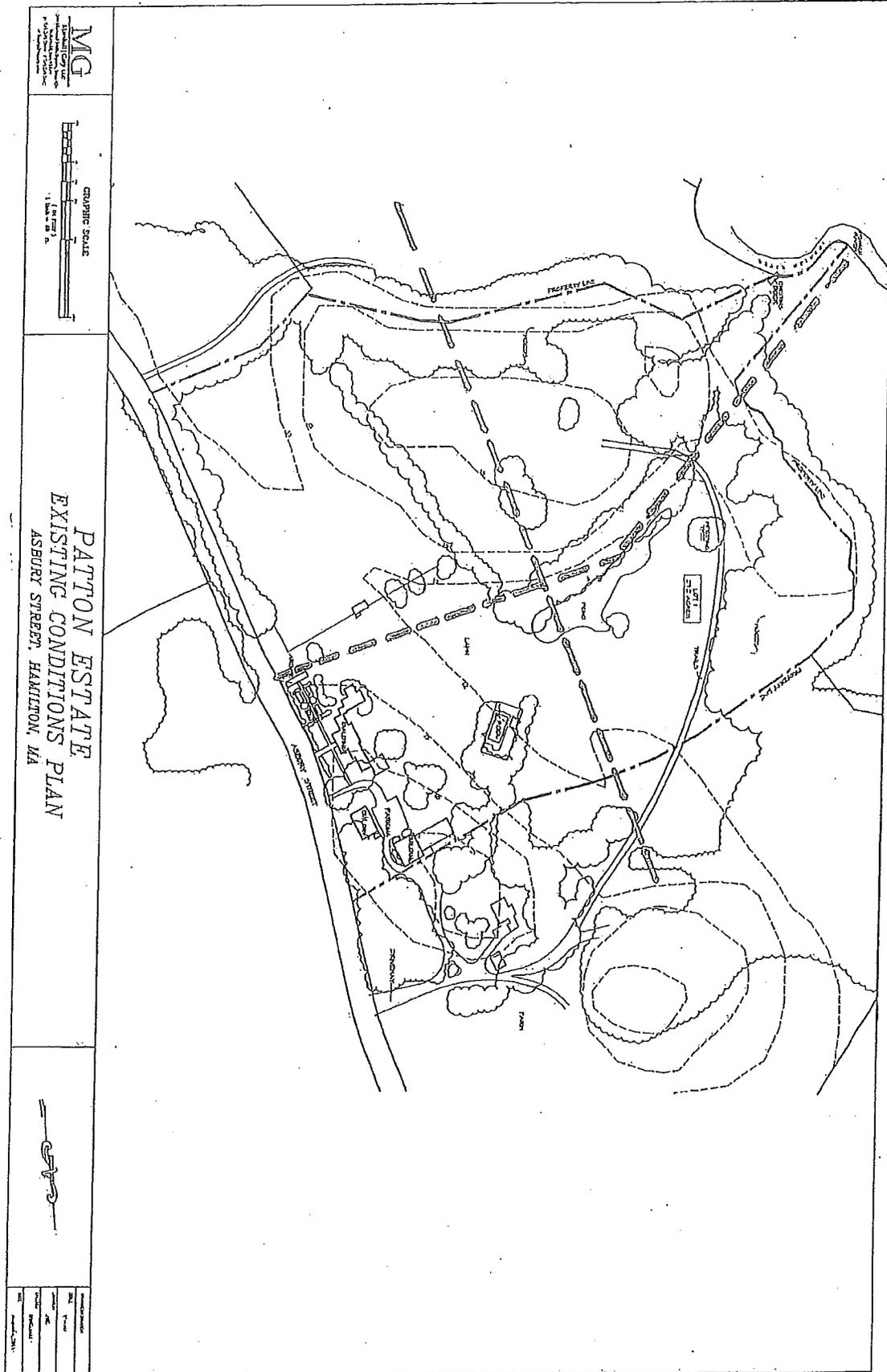
8/13/2012
Date



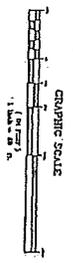
Jeffrey M. Hubbard

8/13/2012
Date

EXHIBIT C



MG
 MERRILL GARDNER
 ARCHITECTS
 100 STATE STREET
 BOSTON, MASSACHUSETTS 02109
 TEL. 552-4800



PATTON ESTATE
EXISTING CONDITIONS PLAN
 ASBURY STREET, HAMILTON, MA



DATE	10/1/78
BY	M.G.
CHECKED BY	
SCALE	AS SHOWN
PROJECT NO.	100-100

AMENDED GIFT AGREEMENT

This Amended Gift Agreement is made and entered this 3rd day of February, 2014, by and between Joanne Holbrook Patton, 135 Asbury Street, Topsfield, MA (the "Donor") and the Town of Hamilton, 577 Bay Road, Hamilton, MA (the "Town").

WHEREAS, the Donor donated to the Town of Hamilton a 27.22 acre, more or less, parcel of land, improved by a single-family home and other outbuildings, (the "Property"), for the benefit of the Town and subject to certain restrictions; and

WHEREAS, the Town of Hamilton, acting by and through the Board of Selectmen, accepted the terms under which the Donor is willing to donate the Property; and

WHEREAS, the gift of land was accepted by vote of Town Meeting on May 12, 2012 subject to agreement upon terms and conditions acceptable to the Board of Selectmen;

WHEREAS, the gift and acceptance of gift were memorialized in a Gift Agreement executed by the parties dated August 13, 2012 ("Gift Agreement"), and by deed of gift recorded at the Essex South Registry of Deeds at Book 31761, Page 217; and

WHEREAS, the parties now desire to amend the Gift Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions set forth herein, the parties agree to the following:

1. Superseding Amendment. This Amendment supersedes and replaces in its entirety the Gift Agreement.
2. Property Description. The Property comprises 27.22+ acres on which there is a single family residence, a barn, gardens, and a swimming pool. The approximately one-acre area surrounding the single family residence and outbuildings and plantings shall be referred to as the "Homestead." The Property is shown as Lot 4 on a Plan of Land in Hamilton & Topsfield, MA prepared for George S. Patton dated November 12, 1997, sheet 1 of 2, by Wayne C. Jalbert, Hancock Survey Associates, Inc., a reduced copy of which is attached as Exhibit A.
3. Donor Conditions. The Donor executed a deed with quitclaim covenants for nominal consideration transferring fee simple interest in the Property to the Town of Hamilton. That transference is subject to these terms, conditions and restrictions, amending and replacing all prior terms, conditions and restrictions:
 - a. Should the Town at any time decide to sell, convey or transfer a fee interest in any or all of the Property, and except as provided in subparagraph 3 (b) below, the Town shall first offer the same to the Donor and her children to the extent then living and legally competent, in accordance with the provisions of Exhibit B (which has been incorporated in the deed by which the Donor transfers the Property to the Town). The offerees shall have sixty (60) days from date of first

offer to exercise their right to accept. The right of first offer shall be extinguished when neither the Donor nor any of her children are living and legally competent.

- b. The Donor specifically exempts the Town from the requirement of first offering the Property for sale to the Donor and her children that land the Town may sell to develop or develop to sell Moderately Priced Housing provided that all of the following conditions are met:
 - 1) The development of the parcel will be consistent with the rural nature of the neighborhood such that no one footprint shall contain more than four (4) attached housing units and the aggregate number of units will not exceed twelve and including only such land as is necessary for access to the units; and
 - 2) Twenty-Five percent (25%) of the gross proceeds will be placed in one or more trust, gift, or endowment funds created to maintain and preserve the Homestead and the Property.

If all of the conditions are met, in this case only, the terms of subparagraph 3(h) shall not apply. Land may be sold in whole or in part for any purpose other than for the development of Moderately Priced Housing, but in such instance the land shall be subject to the requirements set forth in subparagraph 3(a).

- c. None of the items of tangible personal property currently situated in the Homestead are included in the gift. If the Town and Gordon College enter into an agreement as described in subparagraph 3(e) below the Donor shall not be required to remove the items of tangible personal property to be utilized by Gordon College until such date in the future as is agreed upon by the parties in writing.
- d. There are no endowment funds given by the Donor or members of her family included with the gift. The Town may separately solicit gifts to support the Property and may also lease the Property on a short- or long-term basis to generate income to provide for its support.
- e. In determining the future use of the Homestead residence, the Town shall first offer to Gordon College, of Wenham, Massachusetts (the "College"), the use of the portion of the residence shown on Exhibit D hereto for its archival program to maintain, restore and preserve documents, photographs, personal papers and artifacts of the Patton family. If the College does not agree to use the identified portion of the residence for its archival program but proposes a different appropriate use by the College that is acceptable to the Town, it shall have the right to so use that portion. Any use of any part of the residence by Gordon College must be compatible with the use by the Town of the remainder of the Property and will be governed by a lease agreement between the Town and the College, the terms of which may call for the payment of an appropriate rent by the College to offset the cost of maintaining that portion of the residence. The Town

and Gordon College must coordinate their uses so as to minimize disruption of any one use. If Gordon College ever declines to use, or continue to use, the portion of the residence shown on Exhibit D, use of the entire residence shall devolve exclusively to the Town.

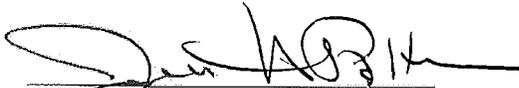
- f. The Town shall establish a Patton Homestead Account (the "Fund"), to be managed by the Town's Treasurer, and shall deposit twenty percent (20%) of the annual surplus revenues from rental or any other income, not including real property taxes, derived from the use of the Property. (i.e., the gross income received from the rental or other use of the Property during the fiscal year, less the costs and expenses incurred by the Town in managing and maintaining the Property during that year) as an endowment fund to maintain and preserve the Property. Further, should the Town sell any portion of the Property, other than for the purpose and subject to the conditions described in subparagraph 3(b) above, the terms of subparagraph 3(h) below shall govern. The Town may supplement the Fund with other gifts received to support the Property and shall hold and administer the Fund in accordance with the Town's investment policies and applicable law. The Town may use any amount of the net income and principal of the Fund for the support of the Property and may make withdrawals from the Fund for such purposes in any amounts that the Town determines to be prudent, taking into account the purposes of the Fund, the present and anticipated future cost of maintaining the Property and administering the Fund, the expected total return on the Fund's investments and present and anticipated future economic trends.
- g. Any use of the Homestead must acknowledge and respect its historic character. The Town shall have the right to make exterior and interior changes to the buildings and structures, and change the landscaping and topography within the Homestead area without consulting the Donor or her children, but must preserve any historical features of the Homestead unless it is impossible or impracticable to do so given the proposed use and the expected cost of preserving such features. The Town shall also have the right to use for any purposes the last name "Patton" in any marker or description of the Homestead and Property.
- h. Except as provided under subparagraph 3(e) above in connection with the use of a portion of the residence by the College, the Property shall be used for the benefit of the Town's residents. If, in the judgment of the Town by and through its Board of Selectmen, it should become impossible or impracticable to use the Property in that way, the Town may sell any part or all of the Property, subject to compliance with the provisions of subparagraph 3(a) above, and shall donate fifty percent (50%) of the gross proceeds of such sale to a charity or charities qualified under Section 501(c)(3) of the Internal Revenue Code to be named by the Donor, if living and competent, and if not by those of her children who are living and competent. The Town may use and retain the remaining proceeds as it shall determine, after compliance with subparagraph 3(b), if applicable.

Any substantial deviation from the purposes described in this paragraph 3 shall require the written approval by the Donor, if she is living and competent, or otherwise by a majority of the Donor's children who are then living and competent.

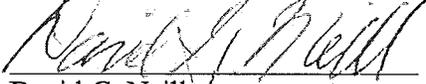
4. Approval by Town. The parties recognize that the gift was accepted by the Town at a Town Meeting on May 12, 2012.
5. Notice to Donor and Her Children. Notice to the Donor and her children required to be provided pursuant to Paragraph 2 shall be sufficient when provided in writing, by first class mail, postage prepaid, in care of The 1911 Trust Company, LLC, 400 Essex Street, P.O. Box 5600, Beverly Farms, MA 01915-0512.
6. Entire Agreement. The terms of this Agreement are final and binding on all parties, including their respective successors, assigns, executors and personal representatives. This instrument contains the entire agreement of the parties with respect to the subject matter contained herein. This Agreement may be modified or waived only by written instrument signed by the parties.

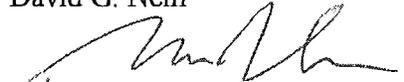
IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day first written above.

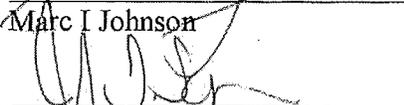
DONOR


Joanne Holbrook Patton

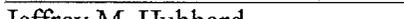
TOWN OF HAMILTON
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