

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF HAMILTON AND GORDON CONWELL THEOLOGICAL SEMINARY

This Agreement (“Agreement”) dated this __ day of November, 2025, by and between the TOWN OF HAMILTON, a Massachusetts municipal corporation with an address of 577 Bay Road, Hamilton, MA (“Hamilton” or “Town”) and GORDON-CONWELL THEOLOGICAL SEMINARY, a Massachusetts nonprofit corporation with an address of 130 Essex Street, South Hamilton, MA (“GCTS”); together with Hamilton, “the Parties”.

WHEREAS, GCTS is the owner of the Campus (as hereinafter defined) which contains approximately 102 acres of real property in the Town as shown on Attachment “A” (“Campus Plan”), currently used in a campus setting for religious and educational purposes such that the land and structures have been entitled to certain exemptions from the Town’s Zoning Bylaw pursuant to G.L. c.40A §3;

WHEREAS, as indicated on the Campus Plan, the Campus contains five (5) ~~subareas~~ ~~sub-~~ ~~districts~~ referred to herein as the “Upper Campus”, “Middle Campus”, “Lower Campus”, “Heritage Landscape” and “Natural Zone”;

WHEREAS, GCTS wishes to work with the Town to plan for and adopt amendments to the Zoning Bylaw and Zoning Map applicable to the Campus that may include permitting enumerated ~~residential and~~ nonresidential uses and structures on the Upper Campus ~~and Middle Campus~~;

WHEREAS, GCTS wishes to sever approximately 12 acres located in the Lower Campus containing the Apartment Lots (as hereinafter defined) historically used for student housing and convey the same to a third party for conversion of the structures into 209 privately-owned rental units;

WHEREAS, GCTS will agree that upon conveyance of the Apartment Lots to a private party, no fewer than twenty-five (25%) percent of the apartments within the Lower Campus Apartment Lots shall be available for rent by individuals and families that qualify for below market rate housing as set out herein;

WHEREAS, the Town wishes to ensure that the Commonwealth of Massachusetts include the entirety of the Apartment Project on the Subsidized Housing Inventory (“SHI”) maintained by the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”);

WHEREAS, within the limits of the law, the Parties support and wish to cooperate in plans for the 102 acres, particularly the conversion of the Lower Campus Apartment Lots into private rental housing, and the rezoning necessary to facilitate the Apartment Project;

WHEREAS, the Town seeks to provide for and manage the zoning of the remaining land within the GCTS campus including the Middle and Upper Campuses;

WHEREAS, the Planning Board is proposing to accomplish the necessary rezoning through the adoption of a revision to the Zoning Bylaw that includes the Campus (“Zoning Amendment”);

WHEREAS, the parties intend to seek approval of the Zoning Amendment from Hamilton Town Meeting anticipated to be held on December 9, 2025; and,

WHEREAS, GCTS intends to divide the Campus and sell the Apartments and the Apartment Lots pursuant to approvals under the Zoning Amendment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Terms of the Agreement

A. Definitions

1. “Apartments” are each of the six apartment buildings as identified on the Campus Plan.
2. “Apartment Lots” are the two (2) lots of real property, containing approximately 12 acres, on which the Apartments and related infrastructure is located as shown on the Campus Plan as the Lower Campus.
3. “Apartment Project” shall mean the redevelopment, alteration, maintenance, operations and occupancy of the Apartments under private ownership for leasing to the public.
4. “Campus” shall mean the 102 acres owned by GCTS containing five (5) areas referred to as “Upper Campus”, “Middle Campus”, “Lower Campus”, “Heritage Landscape” and “Natural Zone”; as identified on the Campus Plan.
5. “Gordon-Conwell Theological Seminary” or “GCTS” shall mean the current owner of approximately 102 acres, inclusive of the Apartments, with an address of 130 Essex Street in South Hamilton, Massachusetts as identified on the Campus Plan.
6. “Preexisting Structures” shall mean the buildings and improvements currently located on the Campus, as those may be renovated and reconstructed ~~within the existing footprint and with the same total square footage~~ pursuant to the Zoning Amendment.

B. Apartment Project: Total Number of Dwelling Units and Bedrooms

The Parties agree that the Apartment Project shall consist of no more than ~~the current~~ 209 rental dwelling units ~~and not exceeding the current number of bedrooms~~.

C. Apartment Project: Affordability Requirement

GCTS ~~and its successors and assigns~~ shall restrict 25% of the dwelling units on the lower campus for occupancy by households earning no greater than 80% area median income for the Hamilton region as that number is calculated from time to time by the Commonwealth pursuant to G.L. c.184, ss.31-32, with said restriction to be enforceable and applicable to any third-party private party purchasing the Apartments.

D. Apartment Project: Project Qualification for Subsidized Housing Inventory

The Town and GCTS, **and its successors and assigns**, agree that they will work cooperatively and in good faith to request from the appropriate state agencies the inclusion of the dwelling units contained within the Apartment Project on the Town's subsidized housing inventory as the same is maintained by the Commonwealth.

E. Monetary Contribution to Town of Hamilton

To cover the Town's consulting, legal and other expenditures associated with the process of creating the Brown's Hill **Zoning Overlay** District, and as a further act of goodwill to the community, GCTS offers and agrees to donate to the Town unrestricted funds in the amount of One Million, One Hundred Thousand (\$1,100,000.00) Dollars as follows:

1. One Hundred Thousand (\$100,000.00) Dollars to be paid upon the passage of the Brown's Hill Zoning District Zoning Bylaw by Hamilton Town Meeting;
2. Three Hundred Fifty Thousand (\$300,000.00) Dollars to be paid upon the conveyance of the Apartment Project to an unrelated third party (with deeds on record with all monies paid and received);
3. Four Hundred Thousand (\$400,000.00) Dollars to be paid upon the conveyance of the Upper Campus **or any portion thereof, with said payment to be apportioned according to the acreage conveyed in relation to the total acreage of the sub-district**, to an unrelated third party; and,
4. Three Hundred Fifty Thousand (\$300,000.00) Dollars to be paid upon the conveyance of the Middle Campus **or any portion thereof, with said payment to be apportioned according to the acreage conveyed in relation to the total acreage of the sub-district**, to an unrelated third party.
5. At GCTS's cost, not to exceed Twenty Thousand (\$20,000) Dollars, GCTS has agreed to engage a qualified transportation planning and engineering consultant to analyze the impact of change in ownership of the Apartments, if any, on traffic including onsite and on adjacent roadways and to provide any recommendations.

F. New Zoning District

The Town, in coordination with the Planning Board, shall draft and submit to Town Meeting the Zoning Amendment specifying details of use and development within the 102 acre campus consistent with terms herein and with content similar to that as attached hereto as Exhibit A. Notwithstanding, the Parties agree that revisions to the Zoning Amendment as attached hereto may be made by the Planning Board following the Board's public hearing(s) pursuant to G.L. c.40A §5 and Town Meeting prior to adoption of the Zoning Amendment.

G. Certain Developments Approved Pursuant to G.L. 40B §§20-23

Upon passage of the Zoning Amendment and its approval by the Attorney General,

GCTS agrees to impose a restriction pursuant to G.L. c.184 §27 with the Town of Hamilton as an intended beneficiary that neither it nor its successors or assigns shall apply to develop the Campus pursuant to G.L. c.40B, ss. 20-23 and, accordingly, waives any right to claim that the Town of Hamilton is not “consistent with local needs” as that phrase is defined in G.L. c.40B, s.20 but excluding 40B applications pursuant to a Select Board endorsed “local initiative program” or similar initiative.

H. Preservation of Public Access

GCTS agrees to continue permitting access to the Campus (excluding the Apartment Lots) by Hamilton residents for walking, horse-riding, and other recreational purposes upon the same conditions and in the same manner as it has done historically within the Campus. The Town agrees that such uses by any member of the public shall be pursuant to and subject to ~~General Laws, Chapter 21, Section 17C.~~ G.L. c. 21 §17C. The Town acknowledges that GCTS’s permission provided hereunder may be modified, conditioned or terminated by GCTS upon written notice to the Town.

I. Construction within the Heritage Landscape Portion of the Campus

Upon the satisfaction of the conditions found in Section II. H., below, GCTS agrees to impose a deed restriction pursuant to G.L. c.184 §27 upon that portion of the campus identified on the Campus Plan as the “Heritage Landscape”. Said restriction to be in force for the longest period permitted by law, but in no event, less than thirty (30) years and shall include prohibitions on the construction of any new structure, alterations or changes to existing structures, ~~pursuant to the Zoning Amendment~~, other than as required due to threats to public health or safety by the Building Commissioner, Board of Health or relevant state agency and provided further that said deed restriction is not intended to and shall not restrict or in any manner limit beyond that authorized by law, those uses, improvements, construction or structures otherwise protected by G.L. c.40A §3. In addition, the provisions of this paragraph are not intended to prohibit or restrict improvements to utilities, parking, roads, pathways, passive recreation, landscaping or other nonstructural alterations within the Heritage Landscape.

J. Required Connection to On-Site Wastewater Treatment Plant

GCTS agrees that all residential and commercial wastewater generated on the Campus, including the proposed Apartment Project and those uses and structures entitled to protections pursuant to G.L. c.40A §3, shall be treated by means of an onsite wastewater treatment plant in full compliance with 314 CMR 5.00 et seq. and relevant regulations adopted by the Hamilton Board of Health generally applicable to all properties in the Town.

K. No Change for Current Permitted Uses

This Agreement shall not operate or be interpreted to restrict any lawful or currently permitted uses of the Campus unless the same is expressly limited or prohibited by this Agreement. Notwithstanding, unless protected by G.L. c.40A §3, no expansion,

alteration or change to a preexisting structure or use lawfully in existence or lawfully begun as of the effective date of the Zoning Amendment shall be permitted unless authorized by the Zoning Bylaw as modified by the Zoning Amendment.

L. Cooperation and Prompt Review Efforts by the Town

Cooperation: The Town, acting within the respective jurisdiction of Select Board, Planning Board, Zoning Board of Appeals, Conservation Commission, Building Department, Water Department, Fire Department and Police Department, to the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, will cooperate with GCTS to support the passage of the Zoning Amendment and in applications and approvals required for the Apartment Project.

Prompt Review: To the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, the Select Board shall facilitate prompt review of the Project and the cooperation of all Town Boards Commissions, Departments and staff in the review and implementation of the Project.

M. Successors and Assigns

This Agreement shall run with the Campus and shall be binding upon and inure to the benefit of the Town, and the burden of the GCTS, and its successors in interest and assigns and all persons claiming any rights under GCTS including its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all the Campus. The parties further agree that this Agreement, once executed, ~~may~~ shall be recorded by ~~either party~~ the Town in the Essex County Registry of Deeds against the title of the Campus.

N. Certain Commercial Uses Prohibited

GCTS agrees that, except as set forth in the Zoning Amendment, any use otherwise permitted by Section 3.1 (D) (Table of Use Regulations) of the Zoning Bylaw and designated as "Commercial" shall be prohibited within the Upper or Middle Campus as defined and identified herein. For the avoidance of confusion, as set out in the Zoning Amendment, commercial uses are permitted in Pilgrim Hall, Retreat House, and Gate House.

II. Additional Terms and Conditions

- A. Except for the provisions permitting unilateral termination by either Party contained in Section II.H., below, no modification or termination of this Agreement will be effective unless it is in writing and is signed by GCTS and the Select Board on behalf of the Town.
- B. The Parties agree that this Agreement is a fully integrated document and constitute the entire Agreement between them. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly

contained in this Agreement.

- C. The Parties and their counsel agree that each party and counsel for each party to this Agreement has reviewed and had the opportunity to revise this Agreement and accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) will not be employed in any interpretation of this Agreement.
- D. The Parties acknowledge that this Agreement shall be considered a public document pursuant to the Massachusetts Public Records Law and may be offered in evidence by either Party in any judicial or other legal proceeding to enforce any of its provisions against the other Party.
- E. The Parties agree that if any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability; all other terms hereof shall remain in full force and effect.
- F. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.
- G. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- H. The Agreement shall become binding on and enforceable against the parties hereto only at such time as the Zoning Amendment in form and content acceptable to GCTS has been adopted by the Hamilton Town Meeting and approved by the Attorney General, with all rights of appeal exhausted or terminated and all permits and authorizations, if necessary, have been issued by the Town or its applicable boards and officials for the Apartment Project.
- I. Except as extended by written agreement signed by both parties, in the event the contingency contained in paragraph H is not satisfied by June 9, 2026, then, no later than December 31, 2026, either party may rescind this Agreement by delivering written notice of rescission to the other party and this Agreement shall be null and void and of no further legal effect on the parties.
- J. In the event that the Agreement is recorded and thereafter terminated, the parties agree to record a notice of termination of this Agreement at the Essex County Registry of Deeds.

