

April 2, 2021

Thomas Mayo
Town Administrator
Town of Hingham
210 Central Street
Hingham, MA 02043

RE: Gift Letter – M.G.L. c. 44, § 53A
Proposed Amazon Facility at 100 Industrial Park Road, Hingham, MA

Dear Mr. Mayo:

This gift letter shall memorialize the terms by which JEB Group, LLC, a Massachusetts limited liability company, of 430 East First Street, P.O. Box E-62, Boston, MA 02127, its successors and/or assigns (hereafter “JEB”), shall make a gift to the Town of Hingham in the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) (the “Infrastructure Gift”) in accordance with and subject to the following terms and conditions.

JEB Group, LLC is the record owner of that certain property located at and known as 100 Industrial Park Drive, Hingham, MA 02043 (the “Property”). JEB Group has applied for site plan approval and a Special Permit A3 in connection with the redevelopment of its Property by Amazon to be used as a Last Mile Distribution Center, as more particularly shown and described on the plans consisting of multiple sheets, entitled “Land Development Plans Issued for Town of Hingham Conservation Commission and Planning Board Approval,” dated March 6, 2020 prepared by BL Companies, as amended from time to time (the “Project”). JEB is offering the Infrastructure Gift freely in order to support improvements to the public road infrastructure within the vicinity of the Project in the Town of Hingham.

In consideration and recognition of the foregoing, JEB agrees to make the Infrastructure Gift to the Town of Hingham subject to the following terms and conditions. This Infrastructure Gift shall be made by JEB to the Town of Hingham if and only after (1) the issuance and receipt by JEB and/or Amazon.com Services LLC (“Amazon”) of all local and/or state permits and authorizations of every type and kind (excluding the final occupancy permit only as expressly set forth below) (collectively, the “Permits”) required for the above referenced Project; and (2) the irrevocable expiration of all appeal periods without appeal or with any and all appeals of Permits resolved in JEB and/or Amazon’s favor. Upon satisfaction of the foregoing conditions, in order

to allow for the potential coordination of Town infrastructure improvements with the infrastructure improvements to be completed by JEB/Amazon as conditions to the Permits, namely, the modifications to the 90-degree turn on Industrial Park Road adjacent to the Property (the "JEB/Amazon Off-Site Work"), JEB shall pay \$100,000.00 of the Infrastructure Gift to the Town of Hingham prior to the issuance of a Certificate of Occupancy for the Project and upon the commencement by JEB/Amazon (which shall include their successors, assigns, tenants, contractors and/or agents) of the JEB/Amazon Off-Site Work associated with the Project. JEB shall pay the balance of \$100,000.00 to the Town of Hingham upon the issuance of a final Certificate of Occupancy for this Project. Notwithstanding the foregoing, JEB shall not be required to make the Infrastructure Gift if JEB or Amazon, in each of their sole and absolute discretion, decides not to proceed with obtaining the Permits or construction of the Project so long as the Special Permit A3 has expired as a matter of law without rights therein having vested or JEB has relinquished in writing its rights in the Special Permit A3.

This Infrastructure Gift shall be deposited by the Town of Hingham Treasurer into a separate gift account under the provisions of M.G.L. c. 44, § 53A and may be used by the Town of Hingham for any and all purposes associated with improving any public infrastructure in the area surrounding the above referenced project as determined in the sole discretion of the Town of Hingham. Any interest earned on said gift funds shall remain with and become part of said gift account and may be expended by the Town of Hingham for said purposes.

This gift shall in no way limit or replace the obligations of JEB for any project mitigation requirements expressly contained in any Permit.


JEB hereby agrees that all terms and conditions of this letter shall be enforceable by the Town of Hingham against JEB in an action at law or equity.

Thank you for your attention to this matter.

Sincerely,

By: 
Timothy C. Casey, Manager

Accepted by the Town of Hingham:


Thomas Mayo, Town Administrator
under the provisions of M.G.L. c. 44, § 53A
and Chapter 263 of the Acts of 2016