

## Leo, Vivian

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**From:** Sweeney, Mark  
**Sent:** Monday, August 16, 2004 2:54 PM  
**To:** Leo, Vivian  
**Subject:** FW: Cummings Property - Burlington Recreation Dept.

Vivian -- I believe that this is the last I have on the issue.

-----Original Message-----

**From:** Leo, Vivian  
**Sent:** Wednesday, October 29, 2003 9:12 AM  
**To:** 'Hale, Robert'; Leo, Vivian; Signori, Lisa; Hopkins, Merita; Harrington, Pat; Sweeney, Mark; Harrington, Pat  
**Subject:** RE: Cummings Property - Burlington Recreation Dept.

Bob, Yes, I agree a call should be made to Town Counsel  
Thank You  
Vivian Leo

-----Original Message-----

**From:** Hale, Robert [mailto:RHale@palmerdodge.com]  
**Sent:** Wednesday, October 29, 2003 8:57 AM  
**To:** Leo, Vivian; Signori, Lisa; Hopkins, Merita; Harrington, Pat; Sweeney, Mark  
**Subject:** RE: Cummings Property - Burlington Recreation Dept.

Vivian - all of your points are well taken. No draft lease has been prepared to my knowledge. I suggest we first ask the Town to prepare a proposed Term Sheet for the Lease identifying the property and uses, capital improvements, plans and specs, costs etc. and any key lease terms from their prospective. We can then respond with the City's concerns. After that we can request that they prepare a draft lease or provide one from the City's side. If you concur I will call the Town's counsel.

-----Original Message-----

**From:** Leo, Vivian [mailto:Vivian.Leo@ci.boston.ma.us]  
**Sent:** Tuesday, October 28, 2003 8:58 AM  
**To:** Hale, Robert; Leo, Vivian; Signori, Lisa; Hopkins, Merita; Harrington, Pat; Sweeney, Mark  
**Subject:** RE: Cummings Property - Burlington Recreation Dept.

BOB,

I believe the City would be unopposed in allowing the Town of Burlington use of a portion of the Cummings Estate. However, to my knowledge a draft proposal of the lease has not been forwarded to anyone. Also, I would request from the Town of Burlington specific details (plans, drawings, etc) and costs associated with the development of the property. Further, as part of the lease language, Burlington must be aware that although the City may grant a five (5) year term there must be a provision which would allow the City to terminate the lease with a one hundred eighty day (180) notice to quit in the event the City has entered into an agreement for the sale of the Cummings Estate. Without this provision, the City would not be in a negotiable position to solicit nor entertain a sale of the property with a temporary restricted use (the lease). Thank You Vivian Leo

-----Original Message-----

**From:** Hale, Robert [mailto:RHale@palmerdodge.com]  
**Sent:** Monday, October 20, 2003 12:00 PM  
**To:** Vivian Leo (E-mail); Lisa Signori (E-mail); Merita A. Hopkins (E-mail); Patrick

Harrington (E-mail); Mark Sweeney (E-mail)  
Subject: Cummings Property - Burlington Recreation Dept.

As you may recollect, last spring representatives of the City met with representatives from the Burlington Recreation Department regarding the Town's desire to lease a portion of the City's Mary Cummings property in Burlington for use by the Town for youth athletic fields. At the conclusion of the meeting City officials tentatively agreed to a year-to-year lease for nominal consideration, subject to the negotiation of a "net/net/net" lease providing appropriate provisions for the Town's assumption of expenses for capital improvements, maintenance and restoration and for indemnification to the City for any third-party claims due to the Town's use of the property. The Town representatives were advised to consider the offer and to contact Vivian Leo regarding terms and Merita's office regarding the lease.

Friday I received a call from John Georgio, counsel to the Town, indicating that the Town would like to proceed with the lease. However, the Town has determined that they will have to absorb some significant up-front expenses to prepare the fields for their use. Accordingly, they are requesting a modification of the lease term to at least 5 years to realize the value of those expenses. I told John that I would pass on the request to the responsible City officials (and do so by this e-mail). I await your thoughts on the matter.

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