



**William H. Sheehan III**

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From: William H. Sheehan III  
Sent: Tuesday, March 04, 2008 12:45 PM  
To: Neal C. Tully  
Subject: FW: Feoffees of the Grammar School of Ipswich, The / Termination of Tenancies at Little Neck Ipswich (28873-1)

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Attachments: Redline By Opposing Counsel (Lease - Seasonal).DOC



91252.DOC (146 KB)

Good morning, Neal. I forward to you a draft lease which takes your most recent draft and shows the changes I am proposing thereto. A few introductory and explanatory comments are in order. First, I was dismayed to learn by receiving a copy of yesterday's DiSalvo letter to the Ipswich School Committee that your clients have already rejected our proposed lease and now wonder whether my client and I have been on a fool's errand the last three weeks. You and Beth requested that I hold off on sending signature counterpart leases to you so that further discussions could be had on language issues in the lease and we did so at your request. We thought progress was being made. It now appears that at least some of your clients are uninterested in evaluating any progress. That said, I send what is the best we can do in responding to the concerns you expressed last week. In particular, I direct your attention to the following paragraphs:  
Par. 7 (b) has been revised to make clear that the only wastewater charges to be paid by the Tenant are the charges incurred by the Landlord.

Par. 9. The Feoffees cannot give the Tenant a right to renew without being in violation of the Landlord's obligation not to enter into a lease for more than 21 years. The tenants have known that is the position of the Feoffees since day 1. I have built into Par. 9 language that will assure continuous rights of first refusal in the Tenant, increased the time period to provide the right of first refusal from 120 to 180 days as requested, and given the Tenant express protections as to lease language and rent formulation for an additional 10 years. There is nothing more we can do here.

Par. 14. I have provided that the Landlord will permit not more than five tenants at any one time to pay during the Sale/Removal Period \$650 per month as opposed to quarterly payments of what was the annual rent so as to accommodate that tenant who must move on because of rental increases and fears an inability to make the full use and occupancy charge during the period. The \$650 number comes from the rent for the first year under the lease. The paragraph also provides the Landlord security, as you agreed was appropriate, in the event the Tenant proposes to remove the dwelling. By the way, I need to add, and have not yet, a provision requiring Tenant to produce to Landlord evidence of liability insurance, naming the Feoffees as insureds, with limits of \$2MM/2MM against personal injury or property damage, prior to removal.

Par. 15. I have added language requiring a financial statement from a proposed assignee to facilitate the consent to assignment.

Par. 23 (g). We need to have language to govern a situation where the lease is deemed a nullity under the UPA and I have provided same. I have spoken with Charlie Grimes in the DA's office who will run by DA Jon Blodgett the possibility of a consent judgment along the lines you and I have discussed regarding the OML and UPA.

Exhibit A. Please review carefully as I have added a series of language changes given the change to adjusting the rent every 3 years.

Neal, I urge your very prompt review and response to our proposed language. I do want to get to you a proposed lease for signature by all tenants, if for no other reason, because I said I was going to do so.

Look forward to hearing from you.

