

**Patton Family Advisory Gift Committee
Report to Town of Hamilton
May 10, 2012 Release 3**





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Residents of the Town of Hamilton,

On December 1, 2011, the Hamilton Board of Selectmen received a letter from Joanne Holbrook Patton, in which Mrs. Patton eloquently yet modestly, offered to the Town of Hamilton, the gift of her home and surrounding acreage. Under Massachusetts General Laws, acceptance of such a gift requires a majority vote at Town Meeting.

The Board of Selectmen determined that a committee should be formed to review the aspects of the Gift and make a recommendation to Town Meeting. Thereafter, the Board of Selectmen selected members of the public and members of other land-use Town Committees to serve on the newly formed, Patton Family Advisory Gift Committee.

After many hours of fieldwork, research and discussion, the Committee is pleased to present the enclosed Report. In sum, the Committee's findings and conclusions are that Town Meeting should accept the generous gift offering of the Patton Homestead, stables and 27 acre estate.

Hamilton's 2012 Annual Town Meeting will consider the acceptance of Mrs. Patton's gift under Warrant Article 2012/5 5-1. The Town Meeting date is Saturday, May 12, 2012 at 9 AM at the Hamilton-Wenham Regional High School.

Respectfully submitted,

Members of the Patton Family Advisory Gift Committee

Robert Baker, Public Representative

Stacy Carpenter, Conservation Committee

Tom Catalano, Community Preservation Committee

Peter Clark, Planning Board

John Cusolito, Recreation Board

Marc Johnson, Board of Selectmen

John Rodenhizer, Zoning Board

Jennifer Scuteri, Board of Selectmen

Phil Tocci, Public Representative

John Vanderwilden, Public Representative

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Executive Summary

On December 1, 2011, the Hamilton Board of Selectmen received a letter from Joanne Holbrook Patton, offering to the Town of Hamilton a gift of the Patton Homestead and surrounding 27 Acres. The Board of Selectmen formed a Committee; the Patton Family Advisory Gift Committee (“PFAGC”). The PFAGC is comprised of members of the public and members of our land-use Boards and Committees. The PFAGC was asked to evaluate the Gift from both a financial and beneficial opportunity to the Town, to consider uses that respect the Property’s military tradition and historic character, and to then make a recommendation to Annual Town Meeting.

At the PFAGC’s first meeting, the Committee was broken into three sub-committees, Recreation, Homestead and Development. The Recreation Sub-Committee was charged with evaluating the use of the 27 acres for recreational uses such as playing fields and boating and trail access to the Ipswich River. The Homestead Sub-Committee was directed to evaluate the carrying costs of the Homestead and ensure that the Homestead is structurally sound. The Development Sub-Committee was given the task of assessing the economic feasibility of alternate uses of the Patton Property and the Patton Homestead (i.e. potential revenue sources to defray ownership costs) for the Town of Hamilton. The Gift is offered with the proviso that it not be a financial burden on the Town.

In February of 2012, Joanne Patton invited the PFAGC to the Patton Property for a site walk and tour of the Homestead where Joanne provided a colorful explanation of its history. This fieldwork allowed the PFAGC to appreciate the unique beauty of the Property, with its rolling hills and access to the Ipswich River, and its place in Hamilton’s town history. As a result, various ideas emerged for the appropriate uses of the Property. The PFAGC concluded that the uses should complement one another and also concluded that certain uses (such as, recreation fields) could occur before decisions were made with regard to the other uses of the buildings, such as uses for the Homestead, swimming pool and Ipswich River landing.

The Sub-Committees continued to meet and evaluate options. Understanding that the Town has a need for 3-4 additional playing fields, the Recreation Sub-Committee devised a plan to create two fields, one that would be multi-used (for football/ soccer/ lacrosse). They also worked with Essex County Greenbelt (an abutter) to devise a plan for access to the River with the possibility of a partnership to build a river walk. The Development and Homestead Sub-Committees worked together to identify the carrying costs of the Homestead and then to identify both short and long-term revenue sources. For instance, in the short-term, it might be proposed that the horse stables be made available for rent while the Committee continues to evaluate potential long-term revenue streams from the Homestead such as, an operating event center to host small weddings and corporate outings, and or country inn / restaurant.

In the meantime, the PFAGC worked with Michael Lombardo, Hamilton's Town Manager, to ensure that potential liabilities and legal issues were identified. At this point a Title 5 inspection has been performed, a home inspection has been scheduled and land title is being certified.

As the process moved forward, the PFAGC was approached by outside, interested groups. These groups included a Wenham resident encouraging partial use of the Homestead as a museum and a young Veteran, who quite passionately, persuaded the PFAGC that more consideration needs to be given to the marketability of the Homestead as a landmark for military history buffs and veterans. The Patton Foundation, a newly-formed organization, and the US Military Academy at West Point have also expressed an interest in using the Patton Homestead.

Further review of the draft Gift Agreement identified areas that might need clarification, such as the ability of the Town to use the Patton name. The PFAGC also worked to clarify with Joanne Patton, through Georgina Keefe-Feldman, Joanne Patton's assistant (who has attended almost all meetings), acceptable expansions or additions to the Homestead and acceptable use of the acreage. Mrs. Patton and Georgina have been extremely helpful and accommodating in all regards and it has been agreed that the Town will have certain rights to use the Patton name.

Finally, the costs and potential revenue of the Gift have been evaluated in pre-feasibility studies. We believe that the house and surrounding buildings can be self-sustaining within two years of the acquisition.

Many of the anticipated costs for construction of the playing fields, parking areas and river access can be offset with Community Preservation Act funds. The land for these town assets will have fulfilled an objective of the Gift – that the Property be used for the benefit of Hamilton residents.

With regard to the Homestead, the committee's short term plan is to find a qualified individual who can be the Property's caretaker until the longer-term plan for the Property is established. In exchange for housing the caretaker will maintain the grounds, conduct routine maintenance such as painting and provide security for the property during its transitional stage. We anticipate that ongoing costs by the town to maintain and insure the Property with a caretaker in place will be approximately \$35,000 - \$40,000 per year, and will likely be less. This is the only anticipated cost that will affect our Property tax rate, and we believe this annual cost will be offset by generated revenue by our third year of ownership.

During the interim years the recreational fields and river access elements can both be planned and constructed. As early as the fall of 2012 the horse stables can be leased out and managed by a stable manager residing in the stable's apartment to generate a small net revenue to offset some of the carrying costs of the Property. By the second year a combination of uses (B&B, Event Center, and ongoing stable operations) will individually, or combined, cover the remaining expenses of operating the Property. New uses may require a capital investment by the town or its outside partners; since the

uses only need to cover respective investments (and not any Property acquisition costs) the payback should occur after just a few years.

While the Committee feels strongly that there are many feasible options under which the Property can generate a sustainable revenue stream, if the outcome is otherwise, the Gift Agreement allows for the Town to sell all or a portion of the Property, and retain 50% of the proceeds. Voters should understand that the spirit of the Gift Agreement is that the Property be retained and enjoyed by Hamilton Residents. However, in the unlikely event that the Patton Property becomes a financial burden, the Town is protected from financial risk in that a sale would allow the Town to recover any costs and most likely, generate a profit as well.

At this point in the process, the Patton Family Advisory Gift Committee believes that the Gift of the Patton Homestead and surrounding 27 Acres has been evaluated sufficiently and we have concluded that the town should accept the gift. This is a unique opportunity for the Town and overall, a wonderful addition to our Town assets.

We ask that citizens review this report and give the acceptance of the gift your consideration on May 12, 2012 at our Annual Town Meeting.

Questions & Answers

What is the Town being asked to Accept as a Gift?

In general, the Town of Hamilton has been presented with the opportunity to accept as a gift, the following:

- The Patton Homestead
- Two barns and a stable and other out buildings
- A swimming pool
- 27 acres of meadows and a pond lying between Asbury Street and the Ipswich River
- Access to the Ipswich River and to a network of ECTA trails and Greenbelt conserved properties for boating and country walks

The Property's current appraised value according to the Hamilton Assessor's office is \$ 2,135,300.

The Homestead Property is adjacent to Green Meadows Farm, a farm and farm stand devoted to organic farming. Green Meadows Farm is not included as part of the Gift and will continue as a CSA project and store.

How is the Gift being formalized?

The terms of the Gift are formalized in a Gift Agreement, which has been negotiated between Joanne Patton and the Town. The Gift Agreement asks that a vote be taken at our Annual Town Meeting. If accepted, the actual transfer will occur in a deed transfer that is intended to occur on or before August 15, 2012.

What are the major restrictions on the Gift?

The Gift Agreement has certain restrictions on uses of the Patton Homestead Property. For instance, the use of the Homestead must respect its historical character and the Patton family retains the right of first offer should any part of the 27 acre property be sold. Also stipulated in the Gift Agreement is that the Property be used for the benefit of Hamilton residents.

What Due Diligence has the Town conducted so far?

The Town has had a Title 5 Septic Inspection, a home inspection and a land title search. We have also reviewed wetlands, conservation, floodplain and wildlife maps. The Master Recreation Plan has evaluated the recreation opportunities of the Property. Conversations have been had with the abutters which are Essex County Greenbelt and Green Meadows Farm. Meetings have occurred with potential Inn, Event Center and Bed and Breakfast operators. We have also spoken with the Massachusetts Department of Environmental Protection.

What costs has the Town incurred so far and what costs will be incurred in total related to the acquisition and closing of the Property?

The Town has already had a Title 5 Septic Inspection, a Home Inspection and anticipates the additional acquisition costs to be as noted below. All of these costs will be funded by Community Preservation Act funds.

Septic Inspection	\$	1,500
Home Inspection		2,500
Property Survey (\$5,000 to 7,000)		7,000
Legal Closing Costs		15,000
Title Costs		2,000
<hr/>		
Total	\$	28,000

Currently, the Town collects about \$34,000 a year in real estate taxes from the Property. If the Town does not accept the Gift, Property may be donated to a charitable organization that would not pay any real estate taxes.

What are the anticipated net carrying costs?

If the Property remains vacant then the carrying costs can be approximately \$35,000 - \$40,000 per year. If we put any of several revenue sources in place, such as renting out the stables, then the annual carrying costs will be lower. Within two years of the acquisition we anticipate that the Property will breakeven and will likely even generate a small profit.

How will the Town pay for these costs?

All of the closing and acquisition costs can be paid by Community Preservation Act funds that have been allocated for preservation of historic buildings, land conservation and development of recreation properties. Almost all of the costs related to the recreation fields, parking and river access (\$650,000) can also be paid for using Community Preservation Act funds. The Town will budget for carrying costs for the Property until the Homestead use or uses are established.

As of July 1, 2012, the Town will have an available balance of about \$1.6M in Community Preservation Act funds. These funds can be used directly to pay for the recreation fields, parking and river access or the Community Preservation Committee may decide to bond and then finance the costs as interest rates continue to be low.

How would the Town benefit from the Gift?

The Committee is still exploring potential uses of the Patton Property and Homestead. It is likely much-needed athletic fields will be built on a portion of the Property and residents will have access to

the Ipswich River for boating and other uses. Among the possible uses of the Homestead would be an event center or a Bed and Breakfast. These uses are complementary to the Patton Homestead as a national historic landmark. Town residents might have access to the Property for camping, swimming, school field trips and birthday parties and we are considering hosting an annual Town Party on the property where residents could enjoy the pool, playing fields and river activities. Many trails cross the property, so hiking is viable and Green Meadow Farms offers organic picnicking options. Town residents may also be able to use the Homestead for meetings, retreats, weddings or as a place for visiting relatives to stay during if attending graduation or other school events. Hiking on trails from the Patton property, one can go over Vineyard Hill, through Brick Ends Farm to the Pingree Reservation and return by way of Bradley Palmer to the Homestead, all off road. Similarly, one can paddle across the Ipswich River to Mass Audubon or up to Topsfield Fair Grounds.

What is our ongoing partnership with Gordon College as part of the Gift Agreement?

The Gift Agreement contemplates but does not require the Town of Hamilton to partner with Gordon College with respect to the College continuing its archiving of the Patton Family collections.

Years Ago, the Town Accepted the Gift of the Brackenside Estate. How do we know this will not be the same result?

The gifting of the Brackenside Estate from the Clark Family was also very generous but it came with challenges we do not have in this instance. We now have a Great Estate Bylaw which supports the use of the Patton Homestead in many other ways than as a residence. The Patton Homestead also does not have the same upkeep requirements. The Patton gift comes with 27 acres, which allows the Town to build playing fields and enjoy river access and the horse stables are a potential revenue source. Finally, the Patton Property has only a few abutters, all of which are supportive of the gift.

If in the unlikely event the Patton Property becomes a financial burden, can the Town sell (all or part) of the Property?

The Gift Agreement allows the town to sell any part of the Property, with the proviso that we first offer for sale that portion to the Patton family. If the Patton family chooses to not purchase the Property, then the town may sell the Property with the obligation that 50% of the gross proceeds will be directed to a charity designated by the Patton family. This means that we can keep the fields and sell the house, or vice versa. We would also have the ability to rent out the house as a private residence while the Town advances a long-term plan for the property. While the spirit of the Gift Agreement is that the Property be retained and enjoyed by Hamilton Residents, the Town is protected from financial risk in that a sale would allow the Town to recover any costs and most likely, generate a profit as well.

What is the timeline for the project?

The Town will endeavor to undertake a thoughtful, public process to properly develop the Patton Property, which will take place over a few years. As scheduled, the Property would be transferred late

this summer and it is envisioned that a caretaker would be installed at the Property until the mix of desired uses is decided with a public input process.

For example, the Property might then be ready for playing fields in the spring of 2013 before a decision is finalized for the Homestead. The Gordon College History Department is already operational at the property, preserving and archiving Patton books, papers, letters, diaries and collectables from three generations of senior military officers.

May Town Meeting	Approval of Gift & CPA Funds for Predevelopment and Planning
June & July	Initiate Playing Field and River Recreation Plan Develop permitting plan Define transition plan (caretaker/stable manager duties/security plan) Negotiate with Gordon College re Patton Archives
August 2012	Close on Gift Commence Feasibility Studies and Due Diligence on B&B, Event Center and other Considered Uses for the Homestead
Sept 2012	Finalize Recreation, River Access & Parking Plans Stable operation can commence Fall 2012
November 2012	Fall Town Meeting to Consider CPA Funding Recreation & River Access
Nov-Dec 2012	Finalize Due Diligence on B&B, Event Center, & Other Options. Hold Public Discussion and Hearings as part of Estate Overlay District Special Permit application for Homestead Development plan.
January 2013	Decide on initial uses for Homestead and commence logistics
May 2013	Spring Town Meeting to consider funding 2 nd year of operating carry costs

After acceptance of the gift, who will be in charge of the Property?

The existing advisory committee will stay in place through the closing in mid-August 2012. Thereafter the committee will be augmented with citizens with specific skills that will help advance both the planning and the logistics of executing decided-upon uses. There will be a more detailed presentation at Fall Special Town Meeting on the likely uses of the Homestead, the recreation and river access, and to consider any CPA funding requests. That presentation will also address the organizational structure of how the Town will manage the Property.

Section I Description of Property

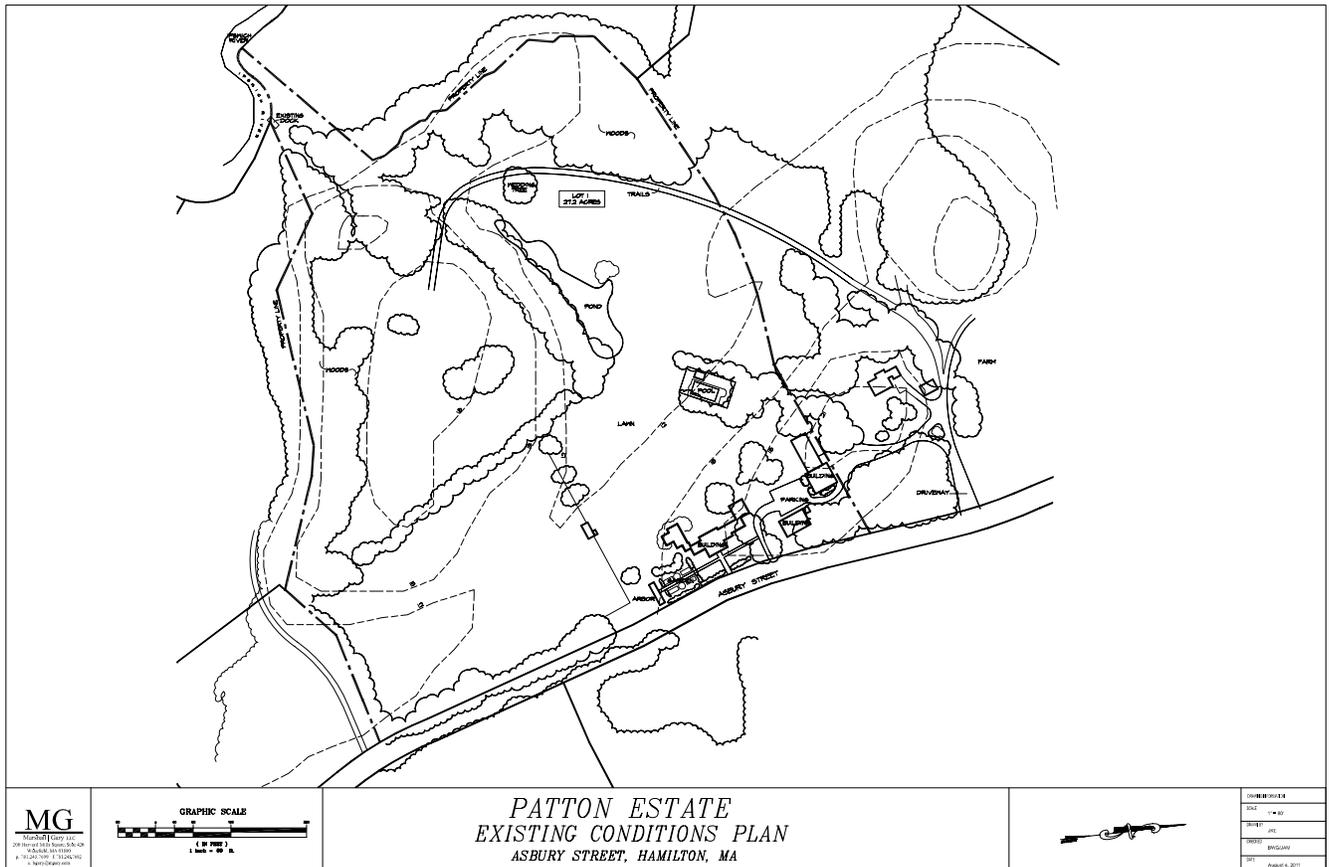
650 Asbury Street
 South Hamilton, MA 01982

The Patton Homestead consists of an eighteenth century farmhouse with nineteenth and twentieth century additions, as well as a barn, a heated stable with an apartment, a generator building, and a shed. Additional improvements on the property include a rose arbor, well, river dock, swimming pool and a pool house.

The building sits on approximately 27 acres; the site is bounded by Asbury Street to the East, Green Meadows Farm to the North, the Ipswich River to the West, and Essex County Greenbelt and Town of Hamilton property to the South. The house contains approximately 7,600 square feet on three floors, and the barns add an additional 5,130 square feet.

The buildings and grounds have been very well maintained and present no obvious maintenance issues. A Title V inspection and a home inspection shall be completed shortly.

Property Plan



Aerial Photos of Patton Homestead



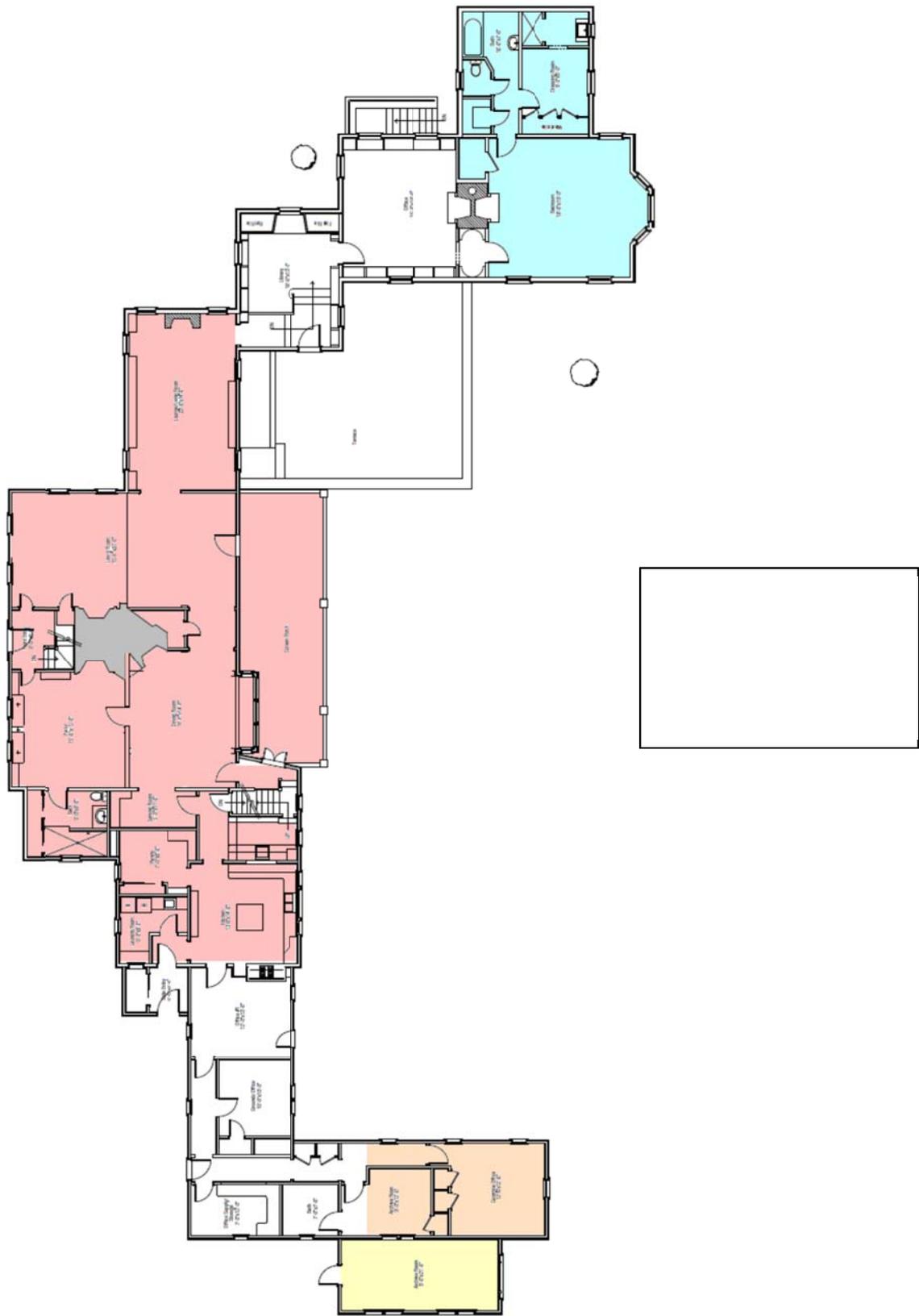
Photos Back to Patton Homestead From Fields



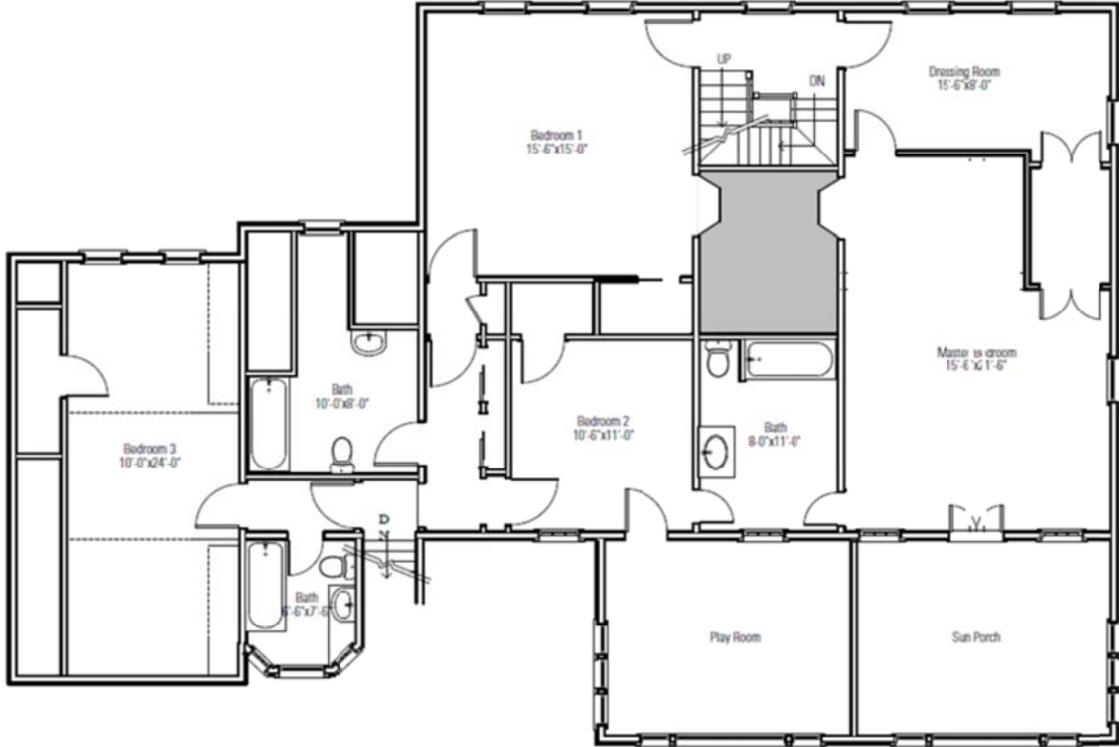
Photos From Patton Homestead Terrace Over Fields



First Floor Plan

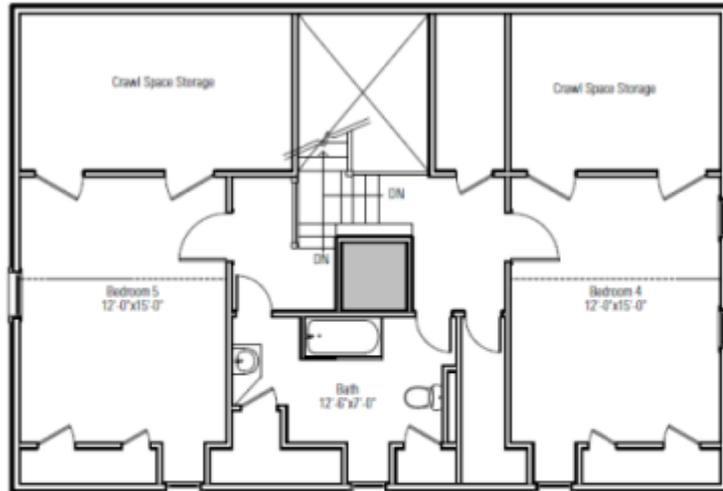


Second Floor Plan



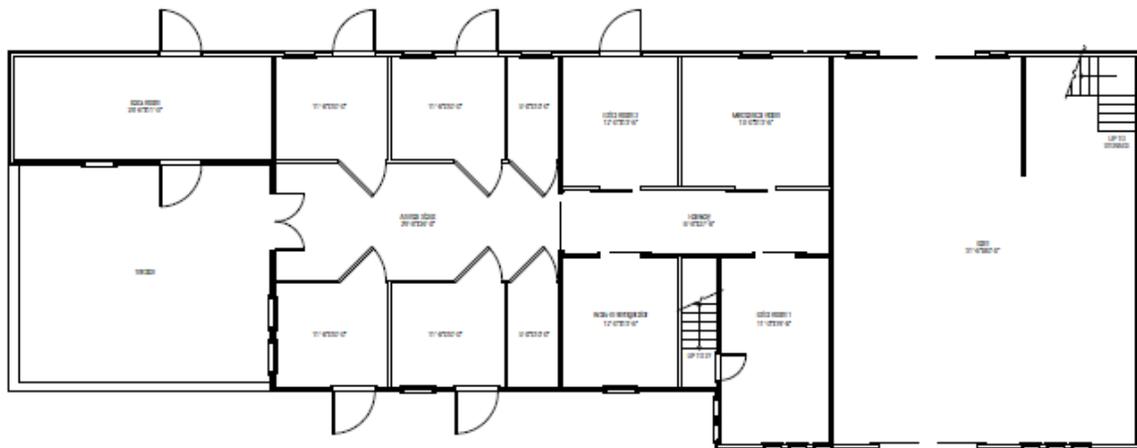
② *Second Floor Plan*
SCALE: 3/16" = 1'-0"

Third Floor Plan



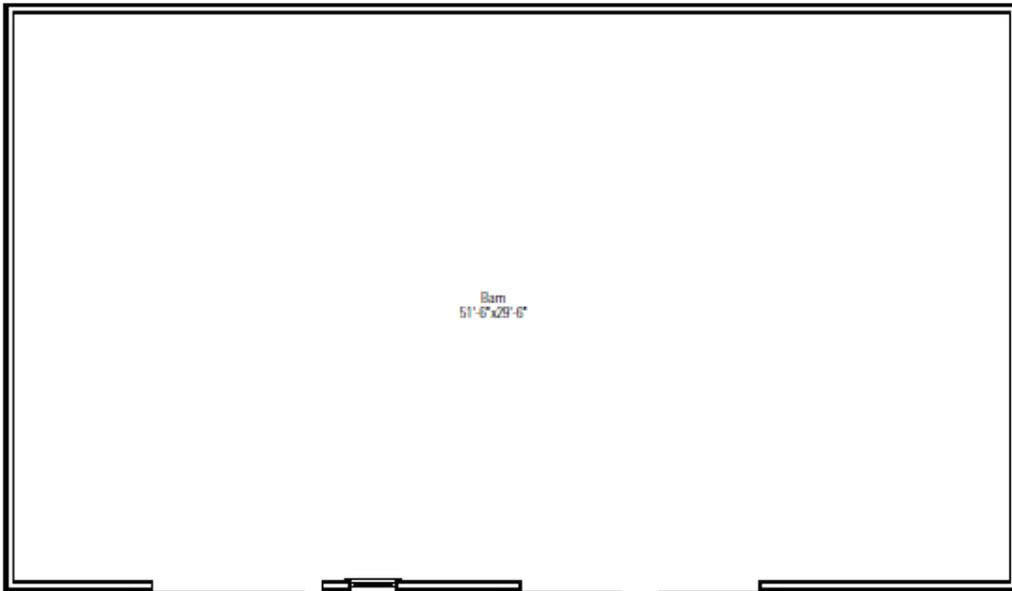
③ *Third Floor Plan*
SCALE: 3/16" = 1'-0"

Horse Barn



1 Horse Barn Plan
SCALE: 1/8" = 1'-0"

Storage Barn



2

Storage Barn Plan

SCALE: 3/16" = 1'-0"

Section II History of Property

The history of the Patton Homestead is most easily understood when described chronologically.

1786-1927:

The home that would become the Patton Homestead, was built in 1786 and due to the surrounding lush meadows, was named "Green Meadows". In 1928, the siblings of Beatrice Ayer Patton surprised Beatrice and her husband, General George S. Patton, Jr. with the purchase of the Green Meadows property. The Pattons had wished for a home of their own and were thrilled with Green Meadows Farm.

1928-1945:

The Pattons and their four children enjoyed Green Meadows as their home base while the family was still traveling and residing elsewhere due to the military commitments of General Patton. They planned to return to Green Meadows right after the end of WWII, but General Patton's untimely death in 1945 meant that his wife, Beatrice, would then preside over Green Meadows, alone.

1945-1953:

Beatrice made the Homestead a welcoming place for friends and relatives to enjoy her rose gardens and displays of military memorabilia. The land was a regular route for the Myopia Hunt in which Beatrice was a participant. In 1953, Beatrice had a heart attack while riding in the hunt, which unfortunately ended her life.

1953 – 1980:

At the time of his mother's death, General George S. Patton III was serving in Korea. He and his wife, Joanne Holbrook Patton, a fifth-generation army daughter, and their family took over the Homestead but not as their permanent residence. The Pattons continued to enjoy the Homestead during summers and on vacation, but George wanted to finish his military career, which required living and traveling abroad.

1980 – Present:

Joanne Patton and General George S. Patton III lived in the Patton Homestead and it is where they continued the raising of their 5 children. Together they planned and developed a CSA (Community Supported Agriculture) organic farm project at Green Meadows. In 2004, her husband George died and Joanne has continued to live in the Homestead and to oversee Green Meadows Farm as a thriving CSA. Joanne has generously welcomed others to enjoy the estate and Homestead, hosting outings for Operation Troop Support, West Point and various other colleges. She was director of the Hamilton-Wenham Community Center for many years. Joanne is an active member of the Hamilton Community and has contributed generously to the town's public life and events.

Section III Possible Uses

Overview of Potential Uses

This report lists out some of the more prominent possible uses for the property. The uses have been segregated into Tier 1, Tier 2 and Tier 3 classifications based on the compatibility of the use with the property's historic character, the compatibility of the uses with one another, the degree of financial risk to the town, and the potential benefit to the citizens of Hamilton. Tier 1 uses would be those whose benefits are strongly identified and which are entirely compatible with the historic nature of the property and the spirit of Mrs. Patton's gift and which have a minimal financial risk profile to the town. Tier 2 uses are those which are likely to be economically viable, but the commitment to those uses should be conditioned on a more detailed analysis and understanding of their inherent risk profiles. Tier 3 uses are those ideas which have conflicts with other potential uses and those which do not have a clearly identifiable plan to deliver the self-sufficiency necessary to achieve the gift's objectives.

Recreation Fields (Tier 1)

The Recreation subcommittee surveyed the property, municipal departments and Master Recreation and Open Space Plan to determine the most needed passive recreational structures. The property offers many opportunities for increasing passive recreation including youth sports, nature observation, outdoor education, picnicking, picnic "events", pavilion, river boardwalk, canoeing and more. A major consideration for all proposed activities is that they be seamlessly integrated and non-conflicting with the surrounding recreation uses, but also that they do not conflict with any of the proposed uses identified for other areas of the Homestead (such as the Residence or back lawn).

In keeping with the intent of the agreement, it is important that all activities pay for themselves and be sustainable. This consideration has been the driving focus for each activity that has been proposed. Those activities proposed that were not found to be financially sustainable were not further considered as a viable option and are not included in this Report. It is additionally important to note that the revenue generated from the recreational activities is sufficient to cover the costs of the recreational activities. Such generation cannot, nor is intended to, cover the operating costs of the entire homestead.

The Recreation Tier is in a position to move forward and be completed more quickly than may for the other two tiers. Due to requirements of design and permitting, it may be between six months and a year before ground is broken for construction. Once construction is initiated, it may proceed rapidly and be available within six months of breaking ground. Thus, timing for completion of the proposed recreation uses can be expected to be between one and a half years to two years from point of Gift acceptance.

Fields:

A Master Recreation Plan being completed by Gale Associates identified the need for three to four fields due to current overuse of our existing fields. This overuse is currently causing increased costs to the town due to increased maintenance requirements. It is recommended and feasible that two fields be located on the Homestead property. One field would be a rectangular multiuse field that would be

used for football, soccer and lacrosse. The field could accommodate these different sports simply through re-stripping the turf. The second field is a baseball diamond that would also be used for softball.

Location of MultiPurpose Field & Ball Field



A conservative total construction investment for both fields would be \$650,000.00. This investment would include parking, walkways and seating areas of a typical design and detail. Maintenance of the new fields needs to be more fully addressed but should be able to be handled by the Department of Public Works with any additional costs offset by tournaments or other outside use of the fields.

River Access (Tier 1)

The River

The Ipswich River and Homestead's existing canoe launch opens up a wonderful opportunity for guests of the Homestead to have direct access to the river for activities such as canoeing or kayaking. A possible boardwalk along the rivers edge on the abutting Essex County Greenbelt property, connecting to the Homestead canoe launch opens the opportunity of a classroom area, a nature walk, an overlook and a municipal/non-profit partnership in one.

Canoe access to the Ipswich River is desirable. The existing access point is currently very small and only able to accommodate one canoe at a time. The canoe launch would need to be expanded to allow for between one and three canoes. There is room to accomplish this expansion with relatively little disturbance.

The Ipswich River meanders by the Patton Property connecting the Topsfield Fair Grounds to the Massachusetts Audubon property that lies almost directly across the river from the Patton dock.

A boardwalk along the river's edge from the canoe launch along the Essex County Greenbelt's existing pathway was discussed. A representative of Greenbelt attended a site walk to discuss such a possibility. At the time, Greenbelt was open to the partnership, providing that all resources for construction and maintenance be absorbed by the town.



The location of the proposed river access is marked in blue at the edge of the Ipswich River bank. Note, you can see the Patton swimming pool in the upper center position in this photo..



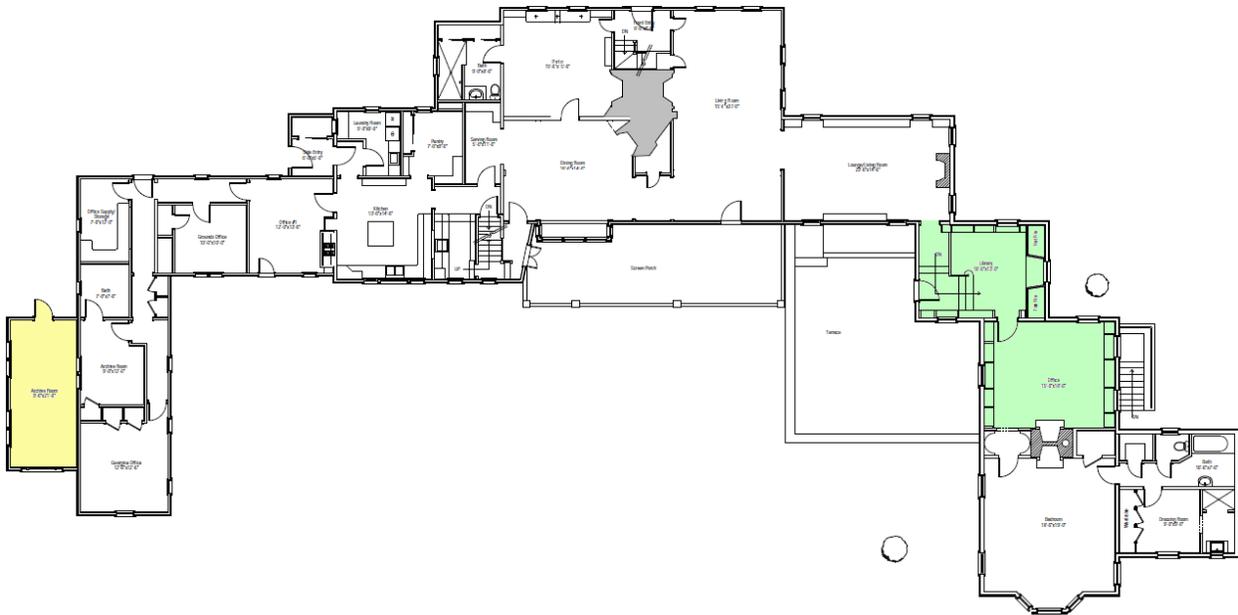
The Patton Well

A town well exists on the municipal property abutting the Homestead property. At this time, the town intends to explore formally abandoning the well. Preliminary conversations with the Department of Environmental Protection have indicated that the State is comfortable with the proposal. There is an existing access road to the town well that can be improved to give access to the area that may be developed with playing fields. There will be room for parking off Asbury Street, that may allow vehicle access to the canoe launching area by the river.

Historical Archives (Tier 1)

Gordon College' Public History Department has been actively conducting archiving activities at the Patton Homestead over the last five years. The archives involve Patton books, papers, letters, diaries and collectables from three generations of senior military officers. It also includes over 150 years of family correspondence and artifacts. The archives are very extensive and have are potentially very significant historic resources for both military and social historians. The archive activities are led by Prof. David Goss, who is the head of the department and founder of the Archives Project, along with Archivist Carol Mori.

The archives are located in the leftmost section of the property, as denoted by the yellow colored section on the homestead plan. That section of the property has a poured concrete foundation that can support the intensely heavy filing cabinets and storage boxes that are already in place. That area of the house is also carefully climate controlled to protect the materials stored in the archives. Archived items and artifacts are currently located throughout the house, although the areas denoted in green highlighting may be suitable places to consolidate future archive exhibits, provided those areas are not committed to other uses. They include the General's library and office (shown in green).



Note also that there are offices along the corridor connecting the kitchen to the archive wing where town organizations, or the Historic Society, could have offices in the building.

Stables (Tier 1)

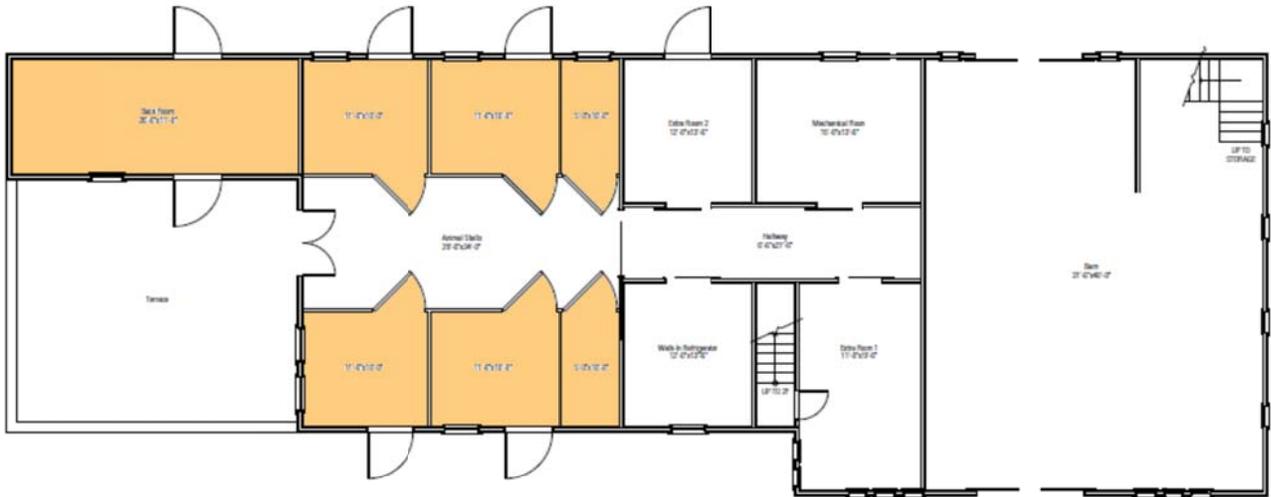
The Patton stable has seven horse stalls and three pony stalls in operating condition that do not require any capital to make them functional. The property has always been friendly to horses and is connected to trails maintained by Essex County Trails Association (ECTA). These trail could be restored to reach into Bradley Palmer State Park and an extensive horse trail network linking all the way to Appleton Farm.

The stable are heated and have an apartment for a stable manager on the second floor. The advantage of this apartment is that it creates the opportunity for the town to have a stable manager who might also serves as the property's caretaker. An individual or family that lives onsite would be a great asset and would augment the property's existing security system.

If the resident stable manager is compensated with free housing, then the existing stall configuration, with no refurbishment of five unused stalls, could generate income which could offset carrying cost of the property. If the five stalls are refurbished, then the stables could generate a much greater positive contribution to the operating costs of the whole property.

In order to attract stabled horses the project will need to restore an existing turn out paddock and field, which can be easily accomplished by re-fencing the existing paddock areas. The timing of deploying the stables could be as soon as the town takes possession of the property.





1 Horse Barn Plan
SCALE: 3/8" = 1'-0"



Bed & Breakfast (Tier 2)

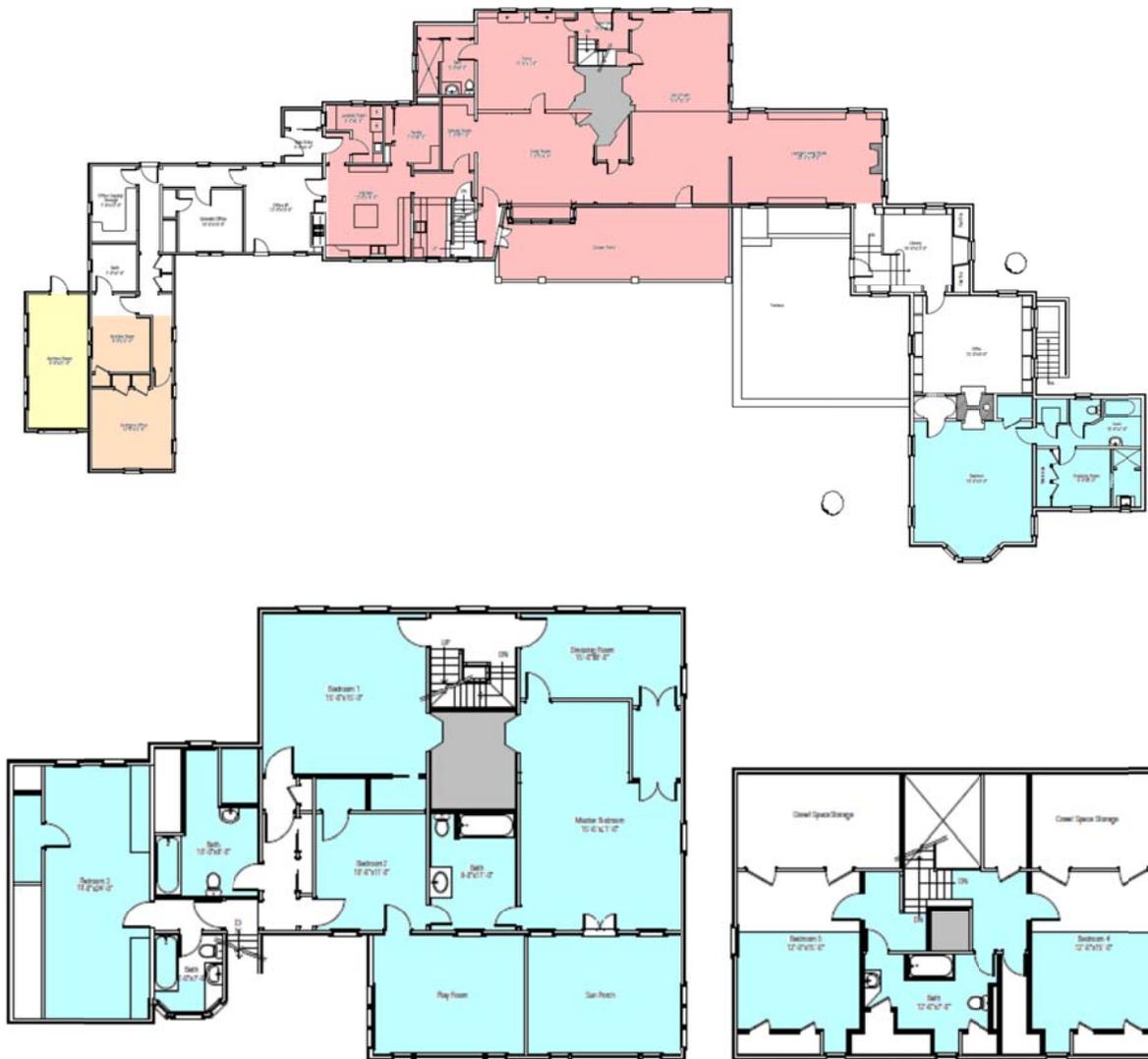
The Development subcommittee has surveyed the market on our Northshore to determine whether the Patton Homestead would be suitable and profitable to be operated as a seven room Bed & Breakfast. The B&B would benefit from the historic nature of the property with its Patton and military history. Areas within the B&B could be dedicated to exhibits and Patton Archives as maintained by Gordon College.

One member of the Development subcommittee operated the Miles River Country Inn on Bay Road in Hamilton for many years and has identified in detail the issues and opportunities of running the property as a B&B. Some of the existing furniture might remain in the rooms during the transition period if there is reliable security in the building and is properly insured, making it easier to convert quickly to a furnished B&B use. After reviewing the market comparables and the typical costs to operate a B&B we have determined that a viable market exists for a B&B in a manner that could be revenue positive to the town. It is one of the uses we recommend that the town more seriously consider should it accept the gift.

The logistics of operating a B&B in the Homestead would require that the town decide to either (i) directly hire a property manager/B&B operator, or (ii) lease out the B&B elements to an operator for an extended term. The benefits of directly hiring the B&B operator would be better synchronization with other activities (e.g. event center, stables, town recreation activities) and would have better bottom line economics. The negatives include that the town does not have experience operating lodging and that the town would be required to fund the necessary room and public area furnishings depending upon what present furnishing may remain and the historical use of the building. Leasing out the operations would minimize the town's capital requirements but give more control of the use of the premises to the B&B operator. In both cases, it should be possible to find an operator who has adequate experience managing and operating B&B facilities.

Location in Main House

A B&B would require use of certain common areas on the first floor, and all of the second and third floors. The common areas that would be used are shown in the below diagrams in a pale color. The residential uses of the B&B are shown in light blue color. The B&B operator residence (shown in tan color) could be in the area adjacent to the current archive activities (shown in yellow). If the archives took over a larger footprint, then the B&B operator residence could be located closer to the common areas on that same floor. The map room and general's office could be additional archive and exhibit areas



Timing & Economics

A B&B use could be deployed almost immediately; however, it would take between six months and a year to get the rooms ready and the market adequately informed to have the property up and running. The B&B operation would be able to cover all of the operating costs of the property. Note that the property is in excellent shape and does not require any structural improvements (kitchen or otherwise) to accommodate a seven room B&B. A B&B operation, however, would require an investment in furniture & equipment (FF&E) for both the rooms and the common public spaces. The amount of capital would be a function of how much furniture was left in place by Mrs. Patton. If the Homestead were left vacant of property it might cost up to \$150,000 to furnish all of the rooms with new furniture plus another \$150,000 to \$250,000 to furnish the public spaces. Much of this capital could be provided by the B&B operator in the case where the property was leased out for a multiple year term (eg. five years). The costs could also be mitigated by buying used furniture during the intervening year while the property is made ready.

The economics have been modeled with a 40% effective occupancy and room rates that are compatible with those charged for an identified set of ten B&B's on the north shore.

Eventually if the economics play out successfully then the B&B could be expanded to as many as ten or eleven rooms. Additionally, the B&B could be used as a platform to generate additional activities at the property, such as having meetings and events in the common areas or even eventually having an inn or tavern on the property. Local inns are popular locations for weddings, where the wedding party rents the inn for a night or two at a higher price than a normal full night inn revenue.

Compatibility with Other Uses.

A B&B use would be complimentary to all of the recreation and river access uses, to a stables, and to the existing archiving activities by Gordon College. It could also be complimentary to a formal event center, although merging both activities at the property would need to be heavily scheduled and has some positive and negative impacts on occupancy.

Event Center (Tier 2 or Tier 3)

Josh Webber, a Hamilton resident and owner of Webber Restaurant Group helped us evaluate the suitability of the property as an event center and as a restaurant. The Webber Restaurant Group owns or leases two restaurants (the Gibbet Hill Grill in Groton and the Scarlet Oak Tavern in Hingham), four event centers in eastern Massachusetts. The following is a summary of his evaluation (full evaluation is attached as Schedule D).

Upfront Costs

Creating an Event Center on the property would require significant upfront costs. A typical capacity for such an event center would be for up to 200 people. The major areas of expense would be:

1. 110 space Parking Lot with lighting
2. 3,000 gallon per day capacity Septic System (code requires 15 gallons per day per seat)
3. A permanent floor should be created for the tent, between 50'x 80' to 50'x 90'
4. Tent (Optional). The most efficient is to purchase a tent and leave it up for the season.
5. Minor Renovations of the house. Including:
 - A small catering kitchen would be created so food could be prepped off-site and finished onsite
 - Minor improvements to the finishes, decorative lighting and art/museum pieces
 - Minor improvements to the Electrical and Plumbing
 - Depending on the view of the Fire Department, the house may need to be sprinkled
 - Upgraded bathrooms
 - Handicap Accessibility throughout the building and the site
 - Minor Landscaping

Rough estimates of the overall costs to transform the building into an event center would be \$350,000 - \$500,000.

Note that Tom Catalano has provided the following rough estimates based on industry standards:

- A new terrace would cost approximately \$90,000 (roughly \$20 per SF)
- A parking lot could cost between \$1.75 and 2.25 per SF and would total approximately \$72,000
- Interior sprinkler systems for the first floor public common area cost between \$3-4 per SF and would total approximately \$20,000.

Compatibility with other uses

Fields: An event center would require thoughtful weekend scheduling of the fields on late afternoons and evenings in order to minimize visual, acoustic and parking conflicts. This schedule would need to be committed to in advance so any potential event operator understood the availability of the space. The more days that are lost to the operator due to the use of the fields the less attractive the lease will be to the Town.

Careful planning would also have to go into the location of the fields. One of the major draws of the event space would be the views and they should not be changed. The fields would have to be located in such a way that they are effectively invisible from the back of the house.

Stables: There would be no problem with the event center and the stables coexisting, and actually if it were designed creatively the stables could enhance the experience and be a draw for the event center.

River Access: No problem as long as there was adequate parking.

Bed & Breakfast: An event center would take up much of the first floor of the original house during events, thus leaving the addition and the second floor as the only available space for the B&B. This would impose scheduling challenges for operating the B&B during wedding season. While event might generate room demand for some nights, they might take away from room demand on others. The presence of an event center might limit potential lease revenue from a B&B operator.

Historical Archives: There would be no problem continuing to use the existing archives, as there would be no need to use the archive space for the Event Center.

Business Potential/Risk

The setting, views, character of the house, privacy and history of the property could make the Patton Estate a viable competitor in the North Shore Event Center market, however, as is the case with any new business, there are risks:

- **Competition.** There are several Event Spaces of similar or higher quality very close to the Patton Property including – Moraine Farm, Turner Hill, Willowdale Estate, Castle Hill, Glen Magna, Misselwood and Appleton Farms.
- **Feel of the Approach.** All of the locations mentioned above have a much grander feel as you approach the property. The sense of importance and history at the Patton Estate is not immediately obvious as you drive up. Most notably, Willowdale Estate is right across the street and is a much more impressive setting. Also, the more of the property that is committed to fields and parking the less impressive the overall space will be compared to other event center options. This is not insignificant and will present challenges with certain potential brides.
- **Tented Location.** As discussed the Patton Estate would be a tented location for weddings, which is less efficient and desirable than having an indoor space. Tented event centers cannot generate the same income as comparable indoor facilities.

Town Implementation Options

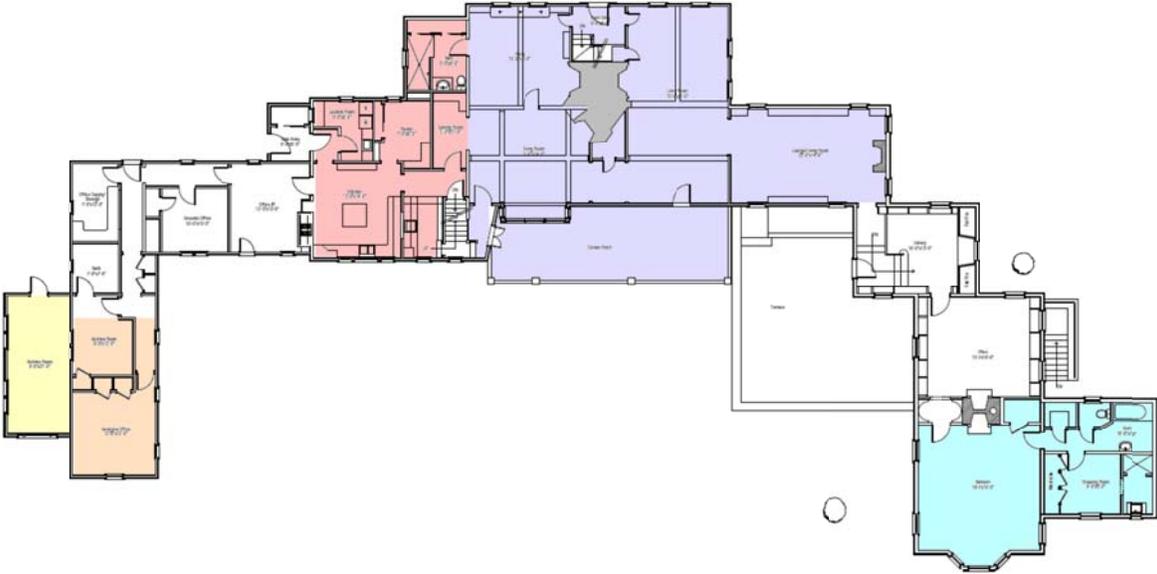
There are two different operational models the Town could choose and both have potential:

1. Hire a Town employee to manage the property and choose a list of 4-8 caterers approved to work the events. This is the approach taken by Glen Magna Farms in Danvers (owned by the Danvers Historical Society) and the Stephens Estate in North Andover (owned by the Town). Under this scenario the Town employee would be responsible for booking the events and then the client would choose a caterer from the list. This is a riskier approach since the town has not experience in the event business, and would be more capital intensive since the town would fund all improvements.

- 2. The second option is to partner with an experienced, established event company who would share in the upfront costs. The partner would assume full and exclusive responsibility of the event center operations. This rent payments would be a function of the available schedule and reflect the proportions each entity paid for capital improvements. Rent could be on a yearly basis, or on a per event basis, or some combination.

An event center use certainly has potential, but needs to be evaluated further. The earlier that event center considerations are considered in activities at the property, the more likely the design will help a qualified parter be able to lease the property with positive economics.

Common Areas of Homestead Used By an Event Center



Area of Great Lawn Possibly Used By an Event Center



Other Considered Uses (all currently rated Tier 3)

We considered other uses, such as a Patton museum, a proposal from the Patton Foundation to build and educational center, a restaurant, retail shops, artist studios, and specialty camps.

In the case of a museum it is very hard to start a museum, curate and maintain interesting exhibits and staff it adequately for attendees and for artifact security without a very substantial endowment. While the Gordon College activities are very dynamic, and the Patton archives are very extensive, it is difficult to see how those uses can be economically self-sustaining for the entire homestead property.

A restaurant use is very capital intensive and requires a restaurateur with a vision. While the concept is interesting, Asbury Street is not a high traffic, easily accessible location, but as a destination, the property would be an attractive destination with strong public draw because of the Patton name. A restaurant is a capital intensive investment with more than moderate risk profile, particularly since many restaurants fail in the first few years of operation. It is difficult to pencil out a restaurant scenario that is profitable for the town. Please refer to Josh Webber's analysis in Schedule F for a more detailed review of the property as a restaurant.

Captain Richard Barbato II has proposed a use that protects the property's unique role as General Patton's homestead. His letter to the PGAFT is attached as Schedule C. . Captain Barbato explains that there is a large army of veterans living throughout the country who would visit to see the Patton Homestead because of its ownership by a fabled US military leader.

The Patton Foundation's proposal to maintain the property as a national heritage center is very interesting, but it would shift a significant financial burden and risk profile onto the town. The Patton Foundation does not yet appear to have the financial resources or membership to staff, manage and advance their vision for the property. Two letters from Douglass Gordon, CEO of the Patton Foundation are attached as Schedule E.

Section IV Closing Costs, Logistics & Timeline

Pre-Acceptance By Town

		CPA	Town
Septic Inspection	\$ 1,500	\$ 1,500	0
Home Inspection	2,500	2,500	0
Property Survey (\$5,000 to 7,000)	7,000	7,000	0
Legal Closing Costs	15,000	15,000	0
Title Costs	2,000	2,000	0
Other Closing Costs			
total	\$ 28,000	\$ 28,000	\$ 0

May Town Meeting	Approval of Gift & Fund CPA Predevelopment
June & July	Initiate Playing Field and River Recreation Plan Develop permitting plan Define transition plan (caretaker/stable manager duties/security plan) Negotiate with Gordon College re Patton Archives
August 2012	Close on Gift Commence Due Diligence on B&B, Event Center and other Considered Uses
Sept 2012	Finalize Recreation, River Access & Parking Plans Stable operation can commence Fall 2012
October 2012	Fall Town Meeting to Consider Funding Recreation & River Access
November 2012	Finalize Due Diligence on B&B, Event Center, & Other Options
January 2013	Decide on initial uses for Homestead and commence logistics
May 2013	Spring Town Meeting to consider funding 2 nd year of operating carry costs

Section V Operating Costs Transition Period

		Costs Including Hired Caretaker		Caretaker Compensated Only With Housing	
		<u>Items</u>	<u>Subtotal</u>	<u>Items</u>	<u>Subtotal</u>
Repairs	General repairs (est)		5,000		5,000
Operating expense	Telephone	720		720	
	Alarm	1,200		1,200	
	Electric - main house	5,220		5,220	
	Electric - stable	420		420	
	Housekeeping (8,840)	0		2,000	
	Oil apartment	840		840	
	Oil main house	8,650		8,650	
	Water	560		560	
	<u>Estate caretaker (est.)</u>	<u>35,000</u>		<u>0</u>	
	Operating expense (Total)		52,610		19,610
Maintenance	Grounds	500		500	
	Painting (7,000)	0		2,000	
	Pest control	360		360	
	Supplies	1,000		1,000	
	Snow Removal (3,500)	0		0	
	Labor gardens	500		500	
	<u>Labor lawns (8,000)</u>	<u>0</u>		<u>0</u>	
	Maintenance (Total)		2,360		4,360
Taxes	Real Estate Taxes	0		0	
Insurance	Insurance - homeowners	<u>4,000</u>		<u>4,000</u>	
	Taxes & Insurance		4,000		4,000
Grand Total			<u>63,970</u>		<u>32,970</u>

Section VI Anticipated Capital Sources

May 2012 Town Meeting

CPA Funding Requested:	\$ 4,000	closing costs from administration account for FY 2012
	\$ 24,000	closing costs from CPA 2013 budget
	\$ 75,000	planning, design and permitting costs from CPA 2013 budget
Town:	\$ 35,000	for operating costs during the transition in FY 2013

Fall 2012 Special Town Meeting

CPA Funding Requested:	\$ TBD	The town anticipates finalizing the designs for the two recreational fields, parking, road access and river access elements and asking the town to approve CPA funding for those components at the Fall Special Town Meeting.
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May 2013 Town Meeting

Town:	\$ 35,000	for operating costs during the transition in FY 2014 to be requested, if needed.
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Schedule A - Gift Agreement

WORKING DRAFT 4/25/12

This Agreement is made and entered this ____ day of _____, 201_, 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, gifts of land must be accepted by vote of Town Meeting, to which the Board of Selectmen are willing to submit the proposal at the next special or Annual Town Meeting, whichever comes first, upon the terms and conditions set forth herein;

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 legal description of the Property is attached as Exhibit A. A sketch depicting the parameters of the Homestead is attached as Exhibit B.
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 C (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 Marshall Gary LLC Schematic Site Plan) where it has been suggested the Town may sell to develop 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 an endowment fund created to maintain and preserve 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, 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. The Donor shall remove all of such items by the date of execution of the deed to the Town, unless agreed to in writing by both parties.

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 identified in Exhibit "D" 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 will not be effective until acceptance by the Town at a Town Meeting. A warrant for acceptance of this gift, upon the terms and conditions set forth herein, will be included by the Board of Selectmen in the warrant for the next annual or special Town Meeting after the date of this Agreement. The vote of acceptance may transfer control or management of the Property to a town board other than the Board of Selectmen or may grant a restrictive covenant or easement to another board or entity, or contain further or different terms or conditions, so long as the vote is consistent with the terms and conditions set forth in this Agreement.

4. Execution of Deed. The Donor, by and through herself, her executor, administrator or personal representative, shall execute a deed within 120 days of acceptance of the gift at a Town Meeting, or by August 15, 2012, whichever date is later.

5. 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

EXHIBIT C

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: the Donor, and her children (the "Offerees").

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 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 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 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.

EXHIBIT D

Historical features Patton Homestead – Exterior

- The little bench under the arbor in the front yard was placed there by Beatrice and George Patton. This was also the site of the wedding of Bea and Peter Britton.
- The sundial in the rose garden was moved there by Joanne Patton in the 1980's from the maze that had been across the street, where the tennis court is now. Deer and storms had not been kind to the maze.
- There are numerous trees that have been planted throughout the property in honor of births, anniversaries etc. A *partial* listing includes:

**The three large copper beeches directly in line with the home (top of hill) were planted by WWII Gen. Patton.*

**Two dogwoods at the top of the hill at the opening of the wall were planted in honor of Margaret Patton – now Mother Margaret Georgina Patton. The birth of Margaret began the tradition of planting a tree to celebrate a birth.*

**The small flowering tree by the pond was planted by Benjamin Patton, to replace his honoring tree, which died.*

**The large cherry tree between the home and the stable honors Helen Patton, who was born in Wash. DC at Cherry blossom time.*

**The faux redwood tree by the pool was planted by the Patton children in 2002, in honor of their parent's 50th wedding anniversary.*

**The very large and beautiful copper beech by the pond (known as the wedding tree) was planted in honor of James Patton Totten, youngest child of Ruth Ellen and James.*

- Older photos of the house show a large ash tree in front of the home. That succumbed to ash blight and had to be cut down. There is a myth attached to that tree, as well as a piece of heavy chain imbedded in the trunk. It was said (by Ruth Ellen Patton Totten) that a settler and an Indian had a fight and the settler chained the Indian to the tree. Legend has it the Indian broke his chains but drowned in the pond behind the tennis court. According to Ruth Ellen evidence of his ghost can sometimes still be found in the form of muddy hand-prints on the front door. A slice of that tree and the chain still exist to the side of the rose garden.
- The green and red lanterns on either side of the front door were installed by Beatrice and George Patton, to show their love of boating.
- The flag pole outside the front entrance– Many different flags representing different military units have been raised here over the years.
- In the back of the house outside of the kitchen is an old millstone that washed up from the river many years ago. Some years ago it was used as the base for a baptismal font for Joanne Patton's church, St. John's Episcopal in Beverly Farms, at a ceremony held at the Homestead.
- The large green cannon off the back patio was washed up on the shores of Morocco early in WWII. Research documents that it is Spanish, made of bronze and cast in Seville. It dates from the 1600's during the reign of King Philip IV of Spain. It is not a navel piece and is presumed to have been part of a fortification under the command of Don Diego Mesia Felipez de Guzman, Captain General, the 1st Marquis of Leganes and the Duke of Sanlucar. We have been told that Gen. Patton's staff put it on an empty aircraft returning home to the States. Beatrice Paton told children she faced it toward the river "in case of pirates."
- Next to the cannon is a memorial to Beatrice Patton.
- The weathervane on the stable was installed by Gen. Patton. (the senior)
- There is a gargoyle from West Point in the rock garden next to the barn. In the 1950's, B. Patton's son-in-law was at West Point and saw a trash truck hauling it away. It had fallen off one of the academic buildings and was bound for the dump. He intervened and said he would take it to a place he thought would want it – Green Meadows. It has been here ever since, with many West Point reunions admiring it. That building at West Point is currently being restored and there is some interest in returning it.

Historical features of the Patton Homestead – Interior

- The center section of the home dates from 1786.
- The old colonial oven, used for cooking, is still visible from closets next to the fireplaces in the living and dining rooms.
- There are eight fireplaces in the home – all work. There is "hidden" storage above each mantle.
- You can see the original staircase to the second floor by opening the closet to the right of the living room fire place. The existing stairwell was built over the original, which was built with square nails.

- What is now known as the Trophy Room was built as a separate cooking room, not attached to the main house. It was attached sometime after 1906.
Also in the Trophy Room, an outside door to a small patio was destroyed during a fire in 1986. It is now a full wall.
- Two closets in the Library were converted to archival shelving several years ago, to accommodate newspaper-sized albums.
- Beatrice and Gen. Patton (the senior) built the addition (library, General's office and the master suite) before WWII – between 1938 -1942. It remains very much the way it was built. The paneling and bookshelves are cherry wood. The display cases between the General's office and the master suite were built to house some of the artifacts Beatrice collected during her travels.
- The front door of the home features bullseye windows.
- There are “speaking tubes” located throughout the house, to communicate with kitchen and house staff.
- There is a small coat closet built half way up the front stairs, next to the chimney. It is thought that this kept the coats warm.
- The upstairs floors are original wide pine. According to JHP, they were covered with 4 layers of deck paint when they moved into the home in 1980.
- The small bedroom over the kitchen was George Patton's bedroom as a boy. When he retired from the Army and moved to Hamilton permanently with Joanne, it became his office.
- The kitchen was built for the era of household help, complete with butler's pantry. What is now the main reception desk was originally the servant's dining room. The other office rooms were servant's bedrooms. The kitchen was updated in 1982 by George Patton as an anniversary gift to his wife.
- Joanne built her office, now the Archives Room, in 1984/85.
- The basement contains an old wine cellar, a walk-in vault put in by Beatrice Patton and a trench that has kept the cellar dry.

Schedule B - Letter from Mrs. Joanne Holbrook Patton

Schedule C - Letter from Captain Richard E. Barbato II

The Patton Home at Green Meadows Farm:

History and Significance

Prepared For the Patton Gift Committee

by

RICHARD E. BARBATO II

Captain, U.S. Army (Prior Service Combat Veteran)

B.A. History, Bradford College

01 APRIL 2012

“The main house has been dated in its central part to 1786. Successive owners added pieces to it over the years, hence its rambling character. Major and Mrs. George S. Patton Jr. bought the property in 1928. The Pattons lived here only occasionally until World War II, when Beatrice Patton took up residence, expecting to welcome her husband home from the war, to retirement. Unfortunately, an untimely vehicle accident caused General Patton's death in 1945, so he was never here in extended residence. Mrs. Patton lived here until her death in the hunting field in 1953. Upon his retirement after 34 years as a career Army officer, the next George Patton and his family moved here permanently in 1980.”¹

Green Meadows & The Pattons: Historical Context

The Patton residence on Asbury Street in Hamilton has, to say the very least, a profound level of national historical importance. In 1928 then Major George S. Patton Jr. and his wife, Beatrice Ayer Patton, purchased the property after the previous owner was involved in a fatal aircraft accident.² The Pattons purchased the property without actually setting eyes on what they were purchasing, as Major Patton and family were stationed in Hawaii. The Pattons arrived at Green Meadows in late Spring of 1928; newly-promoted Lieutenant Colonel Patton received orders and headed to Washington D.C., and Beatrice remained behind to initiate work on renovating their home.³

The Pattons would return intermittently between duty stations up to the entrance of the United States into the Second World War, whereupon Beatrice took up permanent residence at the farm. Upon the conclusion of the war, General Patton returned to the United States on a War Bond drive along with General James Doolittle. He spoke in Hamilton to a large crowd and to an even larger crowd at the Hatch Shell, on the Charles River Esplanade in Boston. A bronze statue of General Patton was erected not far from the Hatch Shell, where it still stands today, the same one as is in place at the U.S. Military Academy at West Point and at Ettlebruck, Luxembourg.

General Patton's ominous warnings of a war to come with the Soviet Union ultimately ended in his relief of command by General Dwight Eisenhower, and re-assignment to the 15th Army at Bad Nauheim (a unit whose sole purpose was in writing an after-action report of the war in Europe).⁴ Shortly after his assignment to the 15th Army, General Patton was critically injured in an automobile accident. He was hospitalized; shortly after Beatrice was able to join him at his side, he succumbed to his wounds. He was buried in the Luxembourg American Military Cemetery along with the 5,075 men who had been killed during the campaign in the Ardennes, the famous “Battle of the Bulge.”

Beatrice Patton returned to Green Meadows, where she began to diligently and faithfully respond to the thousands upon thousands of letters of condolence. She continued to enjoy riding and the outdoors until her death in the hunting field at Green Meadows in 1953. Her funeral took place at Green Meadows, and while part

¹ Green Meadows Farm. “Farm History.” On-Line. Accessed 30 March 2012.

² Farago, Ladislas. *The Last Days of Patton*.

³ D’Este, Carlo. *Patton: A Genius for War*.

⁴ Axelrod, Alan. *Patton’s Drive: The Making of America’s Greatest General*.

of her ashes were placed under a tree near the cannon located in the back yard, some of her ashes were spread by her children over General Patton's grave in Luxembourg.⁵

After a long and distinguished Army career of thirty-four years, Major General Patton and family moved into the house in 1980. General and Mrs. Patton set to work in converting the prized hunting property into a community-supported organic farm, with over two hundred varieties of produce grown on the farm, as well as hills covered in blueberry bushes.

The Home

The central part of the home (which contains the living room) dates to 1786, and is the oldest part of the home. Over the years wings and offices were added on and as such, the house can be visually deceiving from the outside (not divulging up front all of its twists and turns).

The living room contains portraits of both Beatrice Ayer Patton and Joanne Holbrook Patton, created by the artist Donald Squire. Furniture acquired during General and Major General Patton's careers fill the room. From here, the visitor continues along to the famous "Gun" room. Edged weapons, firearms, military hats and helmets worn by many generations of Pattons adorn the walls and beams in the ceiling. Photographs, medals and mementos line the bookcases set into the walls and illustrate the career of not only General Patton but Major General Patton as well. Hanging on the wall is a shadow box filled with Major General Patton's decorations, which include not one but two Distinguished Service Crosses for Valor in combat. This decoration is the second highest award our country can offer, second only to the Medal of Honor.⁶

Also on display are military items and photographs depicting the military service of Joanne Patton's family: her father, a Major General in the armored corps who served with Patton during World War II and who liberated Linz Austria, and her grandfather, who was a Major General himself and who served during the First World War.

Continuing on through the house, the visitor enters the library, which is filled with volumes concerning military history—incredibly, most of these books feature handwritten notations made in the margins by General and Major General Patton. Continuing on, the visitor enters the office built for General Patton. Above the fireplace is a working sketch of the General by Boleslaw Jan Czedekowski, the artist who produced the portrait of General Patton now prominently displayed in the Smithsonian National Portrait gallery.⁷

Reversing back through the house, the visitor enters the dining room, the walls of which are adorned with military artwork depicting American Civil War battles in which the Patton ancestors fought and died, such as Colonel Waller Tazewell Patton at Pickett's charge, Gettysburg, and Colonel George S. Patton at the Battle of Winchester, Virginia.⁸

⁵ Totten, Ruth Ellen Patton. *The Button Box: A Daughter's Loving Memoir of Mrs. George S. Patton*

⁶ Patton, George, MG USA (RET). Interview by Author, South Hamilton, Massachusetts, 16 December, 1997.

⁷ *Ibid.*

⁸ Sobel, Brian. *The Fighting Pattons*.

Continuing on, the visitor proceeds through the kitchen, down a long corridor off of which sit the administrative offices of the Farm, and on into the archival room that Joanne Patton established to house the thousands of papers, letters, photographs and documents pertaining to the military history of the Patton family.

While a substantial amount of Patton memorabilia—books, uniforms and so on—was donated by the Patton family to the Virginia Military Institute, The United States Military Academy at West Point and to the Patton Museum of Leadership at Fort Knox, the amount that remains within the home is overwhelming and awe-inspiring.

National and International Interest

The interest in General Patton by the public indeed eclipses that of many other American generals of our nation's military history, due in great part to the performance of George C. Scott in Francis Ford Coppola's academy-award winning film "Patton." Inasmuch as there was an understanding to the necessity to preserve, protect and sustain the homes of George Washington, Robert E. Lee, and George C. Marshall, so too should the home of General George S. Patton and his son Major General Patton be preserved and open to the public.

Internationally, the countries of France, Luxembourg, Belgium, France, Italy, the Netherlands, the Czech Republic and Germany all hold annual commemorations in gratitude for liberation and reconstruction that was conducted by General Patton and his Third Army. It is altogether fitting and proper that the Patton home not only be established as a museum to the lives of the extraordinary members of this patriotic family, but to serve as an educational facility in which the visitor may learn that the ideals and precepts these men embodied—"Duty, Honor, Country"—are alive and well in the artifacts, books and memories contained within the home they loved so well.

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George S. Patton Prior to Bastogne.
Copyright U.S. Army Signal Corps, 1944



George Patton after assuming command of the 2nd Armored Division, Fort Hood.
Copyright U.S. Army Signal Corps, 1975.



The House at Green Meadows. Photo Courtesy of Rich Barbato.



The "Gun" Room. Photo Courtesy of Rich Barbato.



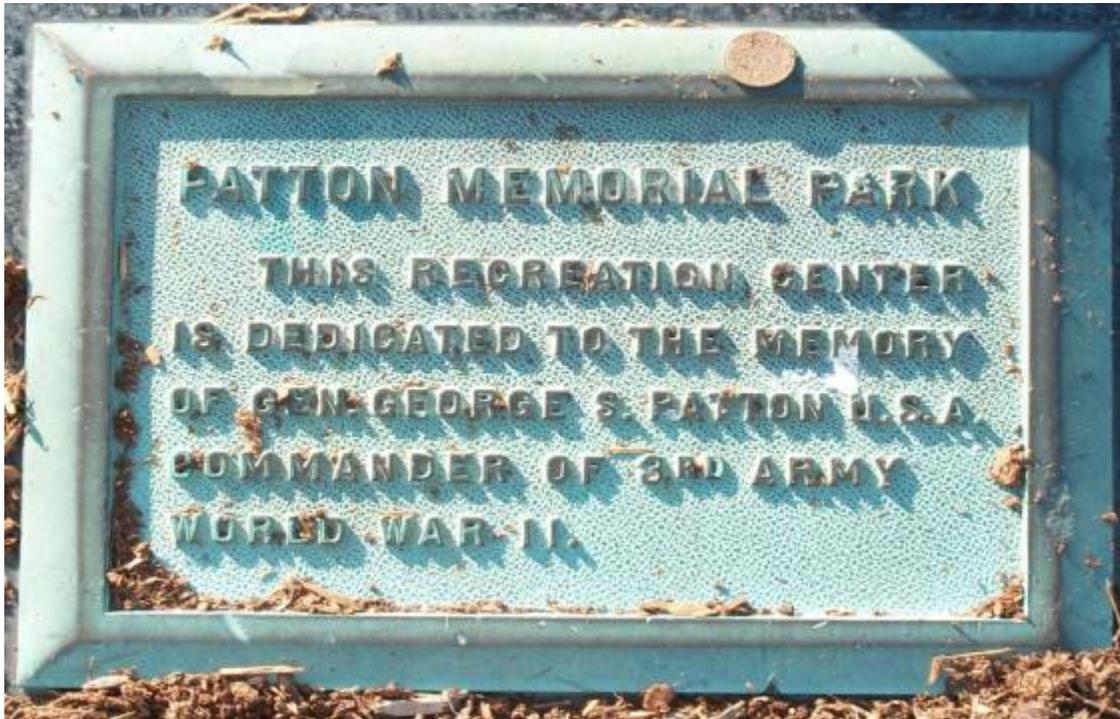
MG Patton's numerous decorations. Photo Courtesy of Rich Barbato.



11th Armored Cavalry Regiment Memorabilia. Photo Courtesy of Rich Barbato.



Cannon Captured during Operation Torch, North Africa, Second World War. Copyright 11th ACR Association, 2004.



Patton Park Dedication Plaque. Photo Courtesy of Rich Barbato.



Sherman Tank, Patton Park. Photo Courtesy of Rich Barbato.



MG Patton's Grave, Arlington National Cemetery, Virginia. Photo courtesy of Rich Barbato

Schedule D – Evaluation By Josh Webber re Event Center Possibility

Evaluation of the Patton Property for use as a Restaurant or an Event Center

This evaluation is prepared by Josh Webber, a Hamilton resident and owner of Webber Restaurant Group. The Webber Restaurant Group owns or leases two restaurants (the Gibbet Hill Grill in Groton and the Scarlet Oak Tavern in Hingham), four event centers (Moraine Farm in Beverly, Fruitlands Museum in Harvard, the Barn at Gibbet Hill in Groton and LaBelle Winery in Amherst, NH) and an off-premise caterer (Fireside Catering in Burlington). There are some financial estimates included which are very rough and solely the estimate of Josh Webber; no construction professionals have been consulted.

Restaurant

Upfront Costs

Converting the Patton Estate into a restaurant would require a significant initial investment. For the purposes of this analysis I will assume an average-sized 150 seat restaurant. For comparison purposes the Black Cow in Hamilton has 100 seats. It would be possible to open a smaller restaurant in the space, however many of the upfront costs will exist regardless of the size of the restaurant, and therefore I believe any operator would want to have at least 150 seats to give the project the scale needed for success over the long run. The major areas of expense would include:

1. 110 space Parking Lot with lighting
2. 5,250 gallon per day capacity Septic System (code requires 35 gallons per day per seat)
3. Significant Renovations of the house. Including:
 - Architectural, Design and Engineering Fees
 - Major upgrades to the infrastructure of the building (HVAC, Electrical, Plumbing, Sprinkler)
 - 1,500 – 2,000 square foot kitchen with equipment
 - New floorplan allowing for a Bar, an open dining room and various service stations
 - Some new finishes throughout the space (some for aesthetics, some for durability)
 - Upgraded bathrooms
 - Handicap Accessibility throughout the building and the site
 - Minor Landscaping

My estimation of the overall costs to transform the building into a restaurant would be \$1.5 - \$2.5 Million.

Compatibility with other uses

Fields: The fields themselves would not conflict with the restaurant use, however the parking for the two uses probably would. I assume the restaurant and fields would share the same parking area, which means the fields would have to be closed while the restaurant was in operation. If this were the case there could be no use of

the fields after 4:00 PM to allow for parking for the restaurant. This would also mean that the restaurant would not be open for lunch, which given the location would probably be the case anyway, so this would not be a major problem. However, it would also mean the fields could not be used on weeknights. If the two uses did not share the same parking area, then there would be no conflict and the two uses could coexist without any problems.

Stables: There would be no problem with the restaurant and the stables coexisting, and actually if it were designed creatively the stables could enhance the experience and be a draw for the restaurant

River Access: No problem as long as there was adequate parking.

Bed & Breakfast: I think it would be challenging to operate both a B&B and a full service restaurant in the space. For the restaurant to be successful it would need to have a full liquor license and it would need to operate until around 11:00PM. This would mean that there would be nightly cleanup of the kitchen and dishwashing well past midnight. Also, often times a cleaning company will come to clean the front house early in the morning to prepare for business the following day. These efforts would be loud and intrusive and I would imagine create problems for those running the B&B.

Historical Archives: There would be no problem continuing to use the existing archives, as it would be unlikely that there would be any need to use the archive space for restaurant operations.

Business Potential/Risk

This is a very high risk option. The initial expense is significant and it will be very challenging to find a partner willing to assume the risk. While the property certainly has the charm necessary to be a successful destination restaurant and the area could support another restaurant, the remote location would be very concerning to potential operators. It would take a well financed, confident restaurateur willing to take such a risk. I believe this partner would be very difficult to find.

Town Implementation Options

If the Town decided to proceed with this option, the obvious key would be to find the right partner. The Town, in my opinion, does not want to be involved in any aspect of restaurant operations so finding a partner willing to sign a lease, make the long term investment and assume full control of operations and responsibility for maintaining the house would be critical. The right partner in this situation would be someone well capitalized who has experience running a similar restaurant in a similar location. The “degree of difficulty” of this project would be very high given the remote location and success would require it becoming a destination restaurant, drawing from all over the North Shore. Given the unique character of the building and the grounds this is possible with the right partner, however marketing and publicity would be extremely important. Finding someone who understands this challenge and has demonstrated success under similar circumstances would be the key.

Event Center

Upfront Costs

Creating an Event Center on the property would not be nearly as expensive as a restaurant, however there would still be significant upfront costs. For the purposes of this analysis I will assume the space will be designed to hold 200 people, which is a sufficient for a facility such as this one. The major areas of expense would be:

6. 110 space Parking Lot with lighting
7. 3,000 gallon per day capacity Septic System (code requires 15 gallons per day per seat)
8. A permanent floor would be created for the tent. Ideally the floor would be 50'x90' however 50'x80' would be acceptable
9. Tent (Optional). The most efficient solution would include purchasing a tent and leaving it up for the season. This would avoid the Bride having to rent a tent for every event, which gets very expensive.
10. Minor Renovations of the house. Including:
 - A small catering kitchen would be created. Food would be prepped off-site and finished on the property
 - Minor improvements to the finishes, decorative lighting and art/museum pieces
 - Minor improvements to the Electrical and Plumbing
 - Depending on the view of the Fire Department, the house may need to be sprinkled
 - Upgraded bathrooms
 - Handicap Accessibility throughout the building and the site
 - Minor Landscaping

My estimation of the overall costs to transform the building into an event center would be \$350,000 - \$500,000.

Compatibility with other uses

Fields: The fields will be slightly problematic for an event center although the two uses could still exist with thoughtful management. As is the case with the restaurant scenario the parking lot would probably need to be shared. A schedule would need to be developed which would limit the use of the fields at certain times. Any time the fields were used after 4:00 PM on Fridays or Saturdays or after 2:00 PM on Sundays it would possibly interfere with an event. This schedule would need to be committed to in advance so any potential event operator understood the availability of the space. The more days that are lost to the operator due to the use of the fields the less attractive the lease will be to the Town.

Careful planning would also have to go into the location of the fields. One of the major draws of the event space would be the views and they should not be changed. The fields would have to be located in such a way that they are effectively invisible from the back of the house.

Stables: There would be no problem with the event center and the stables coexisting, and actually if it were designed creatively the stables could enhance the experience and be a draw for the event center.

River Access: No problem as long as there was adequate parking.

Bed & Breakfast: As I envision the event center it would probably take up all of the first floor of the original house leaving the addition and the second floor as the only available space for the B&B. There would be challenges of having the B&B operating during wedding season however it may be possible. During the prime wedding months there is usually more than one event per weekend, and this could lead to problems if guests for one event were staying at the B&B while another event was taking place. I imagine many operators potential of the event center would rather the B&B not exist due to the inevitable operational conflicts and the presence of the B&B may limit their interest.

Historical Archives: There would be no problem continuing to use the existing archives, as there would be no need to use the archive space for the Event Center.

Business Potential/Risk

An Event Center is a much more viable option than a full service restaurant, although it would still face significant challenges. The upfront costs to develop the property are much lower and the remote location would be a benefit for the business as opposed to hindrance as would be the case for a restaurant. The setting, views, character of the house, privacy and history of the property could make the Patton Estate a viable competitor in the North Shore Event Center market, however it will face stiff competition and some of the other options will be considered superior wedding venues. If the Town were willing to pick up some of the initial costs, they could most likely structure a financial arrangement that meets the limited requirements of the gift. As an additional benefit, as part of the arrangement certain dates could be reserved in advance for Town special events, which would allow the Townspeople access to the property.

As is the case with any new business, there are risks:

- **Competition.** There are several Event Spaces of similar or higher quality very close to the Patton Property including – Moraine Farm, Turner Hill, Willowdale Estate, Castle Hill, Glen Magna, Misselwood and Appleton Farms.
- **Feel of the Approach.** All of the locations mentioned above have a much grander feel as you approach the property. The sense of importance and history at the Patton Estate is not immediately obvious as you drive up. Most notably, Willowdale Estate is right across the street and is a much more impressive setting. Also, the more of the property that is committed to fields and parking the less impressive the overall space will be compared to other event center options. This is not insignificant and will present challenges with certain potential brides.
- **Tented Location.** As discussed the Patton Estate would be a tented location for weddings. Even utilizing a season long tent as proposed, it is still operationally less efficient than having an indoor space. Additionally the season is much shorter when you are outside which makes the economics more challenging to achieve. This is also the case with several of the other event centers on the North Shore and can be overcome, however it is not desirable.

Town Implementation Options

There are two different operational models the Town could choose and both of them have the potential to be a satisfactory solution.

3. Hire a Town employee to manage the property and choose a list of 4-8 caterers approved to work the events. This is the approach taken by Glen Magna Farms in Danvers (owned by the Danvers Historical Society) and the Stephens Estate in North Andover (owned by the Town). Under this scenario the Town employee would be responsible for booking the events and then the client would choose a caterer from the list.

I would classify this as the high risk/high reward option for the town. The town would be in the event business and would be responsible for managing the employee(s). A marketing budget would need to be established and the town would be fully responsible for the repair and maintenance and utilities of the house. Also the Town would in all likelihood be responsible for all of the upfront costs as there would be no partner willing to share the investment. If the project is extremely successful this model would probably provide the most financial benefit to the Town, as the Town would be able to keep all of the site fees and even charge the caterers additional fees per event. If the property were able to book 50-60 events per year (a very aggressive number) the reward would be high. Obviously this comes with significant risk.

4. The other option is to partner with an established event company willing to share in the upfront costs. Under this scenario the Town and the partner enter into an arrangement where the partner assumes full responsibility of the operations. This would include selling and executing the events as the exclusive caterer, marketing responsibilities and most likely a portion of the maintenance of the property. In exchange for this exclusivity the partner would make some form of rent payments to the Town depending on the agreement. These payments could take the form of a yearly lease thus guaranteeing a return and minimizing risk, or the Town could get paid on a per event basis allowing for some participation in the upside should things go well while being exposed if few events are sold, or there could be a combination of the two approaches. There would also need to be a clear understanding of who is responsible for some items such as parking lot and grounds maintenance, repairs to the building, utilities and any property taxes if they exist.

This seems to be a more prudent option for the Town, however it is not without risk. The key would be to find an experienced operator that is willing to assume some of the upfront costs. The operator would need to have experience not only in catering, but also in marketing event facilities. The long term viability of the property as an event facility would depend on the ability of the partner to market and sell events. The Patton Estate has a lot going for it, however it is far from perfect. Great care should be given in choosing a partner that has a proven track record of success in similar situations.

Recommendation

My opinion is that a restaurant would be a very high risk option for the Town. I think the location is too remote and the upfront investment would be significant. The only way for it to work would be to find an experienced

operator that is willing to fund the project, which I think would be very hard to do. Additionally, many restaurants fail in the first few years, so even if you found an operator there is no guarantee that the business would thrive and be a long term solution for the property. There is also the issue that there would have to be two separate parking areas, one for the fields and one for the restaurant which will be challenging to design into the site plan.

I believe an Event center has potential, but needs to be evaluated further. The site has “good bones” however there are still some very important questions that would need to be answered such as, what are the other uses, how much is the upfront investment and what is the financial relationship with the partner. The success or failure of this use will depend largely on the partner, so making the right choice is extremely important.

If either a restaurant or an event center is chosen I would highly recommend finding the partner in the beginning and requiring them to be part of the design process. If there are to be multiple uses sharing the property then having an overall property plan will be critical to the long term success. There will be aspects of the operators business model that will require advanced planning and having the full team working together during the design process will lead to a far more efficient space and a much better long term result to the Town. This would probably require interviewing potential partners and choosing them on their merit rather than submitting an RFP for a fully designed space and choosing whoever submits the “lowest bid”. Perhaps many of the financial requirements could be determined first and agreeing to those terms could be a condition of any potential partner being considered.

Schedule E - Letters from Mr. Douglass Gordon, Patton Foundation Letter dated

April 2, 2012 and April 24, 2012



One Charles Street South, No. 803
Boston, MA 02116
www.thepattonfoundation.org

April 2, 2012

VIA E-MAIL

Michael Lombardo
Town Manager
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

Jennifer Scuteri, Esq.
Chair, Hamilton Board of Selectmen
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

Dear Mr. Lombardo and Ms. Scuteri:

At the request of Mr. Lombardo and to follow-up on my meeting with him, I am pleased to present The Patton Foundation's vision for the Patton Homestead and the surrounding 27 acres ("Estate"). We realize that the Town of Hamilton is also discussing future uses of the Estate and we hope that our vision will capture its imagination.

In short, we propose a nationally and internationally respected heritage site that preserves and capitalizes on the legacy of the actual homestead of General George S. Patton Jr. ("General") and his son, Major General George S. Patton ("Major General"), and a new nationally and internationally recognized Education Center that preserves and capitalizes on the credibility of the iconic Patton name and accomplishments of the General and the Major General.

We propose working closely with the Town to produce a plan that develops the Estate to generate revenue without burdening the Town's budget, preserves the unique heritage of the property, advances education and support of our soldiers, veterans and their families, and invites tourism. Please consider the following key points of our vision:

1. Preserve the Main House just as Mt. Vernon is Preserved.

The Patton Foundation would preserve the Main House as a historical site, just as George Washington's home in Mt. Vernon is preserved. We would treat the homestead of the General and the Major General with the same respect afforded the homes of America's greatest leaders.

We would make no changes to the structure or character of the House. All necessary restoration or improvements would be done to maintain the character and appearance of the House as it was in the 1940's for the original part of the House and the 1980's for the newer parts of the House.

The House is perfect for guided or unguided tours and its use would be limited accordingly. The Patton Foundation would maintain and manage the House for this purpose. No social events or other uses of the House would be permitted except for the continuation of the Patton Family Archives Project that we wholeheartedly encourage and support.

The Patton Foundation considers itself one of the custodians of the legacies of the General and the Major General, and as such, embraces its duty to preserve their home as an American historical treasure. We believe the General's home deserves the same respect as Mt. Vernon and will treat it accordingly.

We understand that the Town is seeking to fund the maintenance and repair of the Estate by using Community Preservation Funds for two years. In that regard, The Patton Foundation intends to raise sufficient maintenance and repair funds and/or an endowed fund to take care of the Estate for the long term (i.e., after the expiration of the two-year period).

2. Build the Patton Education Center.

The Patton Foundation and The Greatest Generations Foundation ("TGGF") share a vision to build and establish a nationally and internationally recognized private education center ("Education Center") on the Estate to be named in honor of the General and the Major General. TGGF is an IRS 501(C)(3) organization dedicated to honoring the sacrifices of veterans and ensuring that their legacies are recorded and retold in perpetuity to future generations (www.tggf.us).

i) U.S. Education Trips to Europe

The Education Center would serve as a platform to prepare TGGF's participants in the "European Connecting Generations Program" before they leave for Europe. Specifically, the Education Center would provide a two-day orientation program for the participants (i.e., U.S. cadets, students, veterans and business leaders). The education

trips to Europe are designed either for U.S. college students or business leaders to accompany U.S. World War II veterans who fought in Europe. Each college student trip is limited to students from one U.S. college who will accompany the veterans.

ii) **Veterans and Community Programs**

The Education Center would serve not only the U.S. education trips to Europe, but also a variety of other programs and events generated by veterans and community organizations that would help returning soldiers, veterans and their families, and the community. For example, we would partner with LifeQuest Transitions, a 501(C)(3) organization dedicated to empowering our military service members with life skills that enable personal growth, promote leadership development and facilitate positive change during transition into, through and beyond military life (www.lqtransitions.org).

iii) **Patton Legacy Programs**

In addition to the U.S. education trips to Europe, and Veterans and Community Programs, the Education Center would develop a long-term sustainable education program to honor the legacies of the General and the Major General. Included in that program would be the General's well-documented life and leadership principles that would form the basis for "Patton Leadership Conferences" to be regularly held at the Educational Center for business, government and community leaders.

The Patton Foundation maintains a deep connection to locations throughout Europe, including Germany, Luxembourg and especially France, where we have a facility in the very heart of Normandy, just outside "Camp Patton", where the General was "hidden" in an apple orchard for seven weeks after D-Day to deceive the Germans. There is enormous interest on the part of many historically interested CEOs to reclaim America's World War II history and the General's life and leadership principles. Our foundation's European presence and connections could help bring European leaders to the Education Center to mix with their U.S. counterparts.

iv) **World War II Curriculum**

The Education Center, with the support of other possible like-minded organizations such as the American Battle Monuments Commission and Presidential Libraries, would develop the first comprehensive interactive curriculum focusing on World War II and equip classrooms and libraries across North America with the tools they need to preserve this history. This World War II Curriculum would be accessible to all education levels and would help develop the stepping-stones for appropriate colleges to participate in the U.S. education trips to Europe.

v) **Construction, Financing and Revenue**

The Education Center would most likely need to be new construction. However, the possibility of remodeling and expanding existing structures such as the barn and stables (but not the main house) could be explored. The design, budgeting and financing for the construction and operation of the Education Center are outside the scope of this letter, but The Patton Foundation and TGGF will continue to work together to secure a development partner and private and/or public financing (i.e., state and federal funding) to establish the Education Center. Revenue from the Education Center would be generated by rental or use fees from groups and individuals using the facility or attending programs there, as well as from sales and licensing of the World War II Curriculum produced by the Education Center.

3. Build a Patton Events Center and a Patton Country Inn.

We would build a Patton Events Center and a separate Patton Country Inn as new construction. The Patton Events Center would be home to theatre, concerts, small conventions, art-house movies, and lectures. The Patton Country Inn would provide an intimate, comfortable and inviting place for visitors to stay while enjoying the offerings of the Patton Education Center and the Patton Events Center, as well as the Town of Hamilton and the North Shore.

Both the Patton Events Center and Patton Country Inn would incorporate expressions of the Patton heritage, so that visitors to each could absorb some Patton history in a subtle and tasteful way. Also, walking and jogging trails that embrace the natural beauty of the Estate, and especially the riverfront, would be built to enhance the visitor's experience to the Estate. Public access to the river, as well as to the walking and jogging trails, would be granted to residents of the Town as a part of the overall Estate plan.

4. Establish a Co-Marketing Arrangement with Green Meadows Farm.

We would encourage Green Meadows Farm to consider a co-marketing arrangement with the Estate to help attract visitors to their respective venues. After all, the Major General founded and built Green Meadows Farm, and named the fields for brave soldiers who lost their lives in service with him in Vietnam. Further, Mrs. Joanne Patton helps oversee the Farm. The synergies between the Estate and Farm run deep and represent a unique opportunity for the Farm to help attract a larger number of younger visitors and female visitors to the Estate, and for the Estate to help attract a larger number of visitors to the Farm.

In conclusion, The Patton Foundation anticipates working closely with the Town of Hamilton to preserve the unique heritage of the Patton Homestead, and to make

Michael Lombardo
Jennifer Scuteri, Esq.
April 2, 2012
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improvements to the Estate that will advance education, support our soldiers, veterans and their families, and bring increased tourism to the Town. We appreciate your consideration and look forward to hearing from you.

Respectfully,

The Patton Foundation

By: 

Douglas B. Gordon, CEO

cc: Helen Patton, Chairman, The Patton Foundation



One Charles Street South, No. 803
Boston, MA 02116
www.thepattonfoundation.org

VIA E-MAIL

April 24, 2012

Jennifer Scuteri, Esq.
Chair, Hamilton Board of Selectmen
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

Marc I. Johnson
Member, Hamilton Board of Selectmen
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

Dear Ms. Scuteri and Mr. Johnson:

In response to our telephone conference in which we discussed The Patton Foundation's April 2, 2012 letter to the Town of Hamilton describing the Foundation's vision for the Patton Homestead and the surrounding 27 acres, we are pleased to provide the following supplemental information:

On August 16, 1945 while in Germany, General George S. Patton, Jr. wrote the attached letter to his wife, Beatrice, in which he described, in significant detail, his plans to build a museum to be attached to their house at Green Meadows.

The letter speaks for itself but to our reading conveys the General's sense of excitement, joy and anticipation about the museum. He even goes so far as to suggest that it will be a "good time to start it now" so when he does get home, "we can have the fun of putting the things in." The Patton Foundation wants to carry out the General's wishes and build the museum.

Although we could only provide the museum posthumously to the General, we can honor the General's vision by building the museum as his gift to all U.S. soldiers, veterans and their families, and to our country. He wanted the museum built at Green Meadows and the Foundation will endeavor to make sure that happens. However, to do this, we respectfully request that the house become the heritage site we described in our April 2 letter, so that its use will remain consistent with the General's wishes. We hope that the Town of Hamilton would share in the General's vision for the house and museum, and allow the Foundation to use its best efforts to make the General's vision a reality.

Jennifer Scuteri, Esq.
Marc I. Johnson
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The Patton Foundation intends to raise, from primarily private sources, the funds necessary to build the museum and preserve the house as a heritage center. We also plan to apply to the Town of Hamilton's Community Preservation Committee for historic preservation funds for capital improvements to the house (i.e., for ADA compliance, and as needed, for replacing capital items such as the roof and heating system).

We thank you for all your cooperation to date and anticipate continuing to work closely with the Town of Hamilton to preserve the unique heritage of the Patton Homestead and to make improvements to it that will advance education, support our soldiers, veterans and their families, and bring increased tourism to the Town.

Respectfully,

The Patton Foundation

By: 

Douglas B. Gordon, CEO

cc: Helen Patton, Chairman, The Patton Foundation

Attachments:

Letter from General George S. Patton, Jr. dated August 16, 1945

The Patton Foundation's Notes to General Patton's Letter

HEADQUARTERS
THIRD UNITED STATES ARMY
OFFICE OF THE COMMANDING GENERAL
APO 403

16 August 1945

Dear Beatrice:

Referring to the Museum, I had the Engineers draw up some sketches which Everett will give to Little Bea, marked respectively A, B and C. The room, as you note, is 16 by 35 feet, inside dimensions. That is about the size of a squash court so you can get a pretty good idea of how big it is. The height to the top of the walls is 9 feet.

My idea is that it could be stuck at right angles to the old house about the point where the stairway goes down to the cellar at the end of the old library. The suggested plan is that the floor be a concrete slab, the sides stone as far as the earth will rest against them, and above that they could be hollow tile. This would be very cheap construction and yet sufficiently good. I think that the heating, if necessary, could be brought in from the heater which now heats our wing. The roof would be of slate or tile. This would give fairly fire-proof construction, certainly more so than any other part of the present house.

The purpose of putting the fireplace in is to facilitate ventilation. I believe that unless building prices are exceptionally high, it will be a good time to start it now. Then when I do get home, we can have the fun of putting the things in.

The artistic drawings are a soldier's idea of what the thing should look like but not mine.

Affectionately,

Mrs. G. S. Patton, Jr.
Green Meadows
South Hamilton
Mass.

By putting it at the place selected quite a lot would be in a cut and the top of the roof could hardly be seen from the road. But any other place you prefer would be just as good possibly in a cut in the hill on the river side of the old shoe shop. In a way that would be safer from the fire than present
G. S. Patton



One Charles Street South, No. 803
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NOTES
TO GENERAL GEORGE S. PATTON, JR.'S LETTER
DATED AUGUST 16, 1945

1. The Patton Foundation's Chief Historian, Kevin Hymel, has confirmed that the handwriting on the August 16, 1945 letter is that of General George S. Patton, Jr.
2. A transcription of the handwriting is as follows:

"By putting it at the place selected quite a bit would be in a cut and the top of the roof could hardly be seen from the road. But any other place you prefer would be just as good possibly in a cut in the hill on the river side of the old shore shop in a way that would be safer from the fire standpoint. George"

3. The original of the letter resides in the Library of Congress.
4. It would appear that General Patton's intent was to give the sketches of the museum referred to as A, B and C in the letter to his friend, General Everett Hughes, to give to General Patton's daughter, "Little Bea." She was living in Washington, D.C. at the time. Unfortunately, the sketches were not with the letter in the Library of Congress and inquiries and searches at the Library of Congress and elsewhere have failed to find the sketches so far.