



Dr. Yvonne M. Spicer
Mayor

Thatcher W. Kezer III
Chief Operating Officer

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By Certified Mail, Return Receipt Requested and Hand Delivery

Tutor Perini Corporation
73 Mount Wayte Avenue
PO Box 9160
Framingham, MA 01701-9160

Attn: Robert Band, Senior Vice President, Tutor Perini Corporation
Paul E. Lloyd, Senior VP/General Manager, Perini Management Services Inc.
Donna Tannar, Tutor Perini Corporation

**Re: Notice of Lessee Intentions and Potential Holdover Tenancy
73 Mt. Wayte Avenue, Framingham, MA
& Response to Mr. Robert Band's Letter of January 24, 2020**

January 28, 2020

Dear Mr. Band, Mr. Lloyd and Ms. Tannar:

This letter is written by the Lessee, City of Framingham ("Lessee"), pursuant to section 25 of the January 21, 2015 Commercial Lease ("Lease"), for a portion of the land and building at 73 Mount Wayte Avenue ("Property") to provide notice of the intentions of the Lessee, and to respond to Mr. Band's letter of January 24, 2020 on behalf of the Lessor, Tutor Perini Corporation ("Lessor").

At the outset I wish to emphasize that the City of Framingham, inclusive of the Mayor, City Council, School Committee, and School Department, appreciates Tutor Perini's long-term presence and commitment to the community. The School Committee and School Department also specifically appreciate your positive and productive relationship as their landlord over the terms of the current lease from 2015 to present. This letter seeks to ensure that we both outline the necessary steps the current situation requires from our end as a governmental entity, and also to keep the focus on the collaborative steps and mutual goals we have been discussing with you over the past several months.

Mr. Band's January 24th letter states that the Lease expires at midnight on January 31, 2020. As you know, on Tuesday, January 21, 2020, the Framingham City Council voted to authorize the Mayor to enter into a one-year extension of the Lease for a period of up to one year pursuant to Lease Paragraph 35.d. and the October 30, 2019 memorandum from Dr. Robert Tremblay to Mr. Lloyd ("Memorandum"), a copy of which is enclosed. That Memorandum served as timely and proper notice to extend the Lease for an additional one-year term, as provided for in the original lease and it is our view that it should be honored by the Lessor. A copy of a one-year Lease extension is enclosed for your consideration and comes with the required authorizations the City requires under Massachusetts General Law.

In accordance with the Memorandum and the City Council's January 21, 2020 vote, on January 27, 2020 the City (through FPS Executive Director of Finance and Operations Lincoln Lynch) tendered rent checks for January and February 2020 to Mr. Lloyd, including a rent check for February 2020 at the increased "market rate" of \$39,833.33 as a monthly rent based on Perini's October 2019 five-year RFP response offering rent of \$478,000 per year, which established the market rate. I am informed that Mr. Lloyd declined to accept the rent check for February 2020 and asked for the City's intentions as to the leased premises, and this letter responds to Mr. Lloyd's request as well as to Mr. Band's January 24th letter.

Should the Lessor take the position that the City has not established a one-year lease as provided for in the original lease, this letter shall serve as notice that the City additionally exercises its holdover tenant rights set forth in Lease Paragraph 26 of the Lease to secure its tenancy and continue to pay rent while the Lessee continues its discussions with the Lessor regarding the pending five-year Lease under RFP # 6637 and the possible acquisition of the Property. While reserving all rights, this letter also serves as the Lessee's Notice pursuant to Lease Paragraph 26 and the Memorandum, and pursuant to M.G.L. c. 186, § 12, that it will continue its use and occupancy of a portion of the land and building at 73 Mount Wayte Avenue after January 31, 2020. Please advise how you wish to proceed and whether the Lessor will now accept the February rent and the February receptionist payment previously tendered on January 27, 2020 declined by Mr. Lloyd.

The City looks forward to Perini's response to this letter, and to working amicably towards a long-term lease extension and/or possible purchase of the Property, which the City is pursuing in good faith and we believe would be in the best long-term interests of both Perini and the City if consummated. Should the Lessor take the position that the City has established a one-year lease, the City Council Chair and School Committee Chair have both confirmed that they will advocate that their respective boards vote an accelerated schedule to review the purchase and five year lease proposals, with final vote(s) to be completed within 60 days of the Mayor's submission of the five-year lease and purchase requests to the City Council. While we understand this schedule may not be the original timeline anticipated, I assure you that the City is

pursuing the matter in good faith and intends to implement this new timeline to achieve resolution one way or another. If you have any questions concerning this correspondence, please contact me. Thank you for your consideration.

Sincerely,



Dr. Yvonne M. Spicer, Mayor

cc: City Council
School Committee
Dr. Robert Tremblay, Superintendent, FPS
Lincoln Lynch, Executive Director of Finance and Operations, FPS
City Solicitor

2020.01.22 Letter to Perini responding to P. Lloyd Jan. 2020 Letter and Providing Notices Under Lease (600-441)

EXTENSION OF COMMERCIAL LEASE OF OFFICE SPACE

In consideration of the covenants herein contained, **MT. WAYTE REALTY, LLC**, a Delaware corporation authorized to do business in Massachusetts, whose wholly owned subsidiary is **Tutor Perini Corporation**, a Massachusetts corporation with a usual place of business at 73 Mount Wayte Avenue, PO Box 9160, Framingham, Massachusetts 01701-9160, hereinafter called "LESSOR" or "LANDLORD", which expression shall include successors and assigns where the context so admits), does hereby lease to the **CITY OF FRAMINGHAM**, a municipal corporation with an address of 150 Concord Street, Framingham, MA 01702, (hereinafter called "LESSEE" or "TENANT" which expression shall include successors, executors, administrators, and assigns where the context so admits), and LESSEE hereby leases from LESSOR the premises hereinafter described, to have and to hold and to quietly enjoy **Lease Extension Term** as hereinafter defined, subject to the terms and conditions hereinafter set forth:

This Extension of Commercial Lease Agreement ("Lease Extension") is entered into this **1st day of February 2020** between LESSOR and the LESSEE, acting by and through its Mayor, for a portion of the real property, with includes a portion of the building and parking area located at **73 Mt. Wayte Street, Framingham, MA ("Property")** described more fully below.

1. SUMMARY OF LEASE PROVISIONS:

- a. **Description of the Leased Premises ("Premises" or "Leased Premises"):**
The Leased Premises is located at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701 containing approximately twenty thousand (20,000 ±) gross square feet within the building ("Building") at 73 Mt. Wayte Street (hereinafter the "Total Floor Area of the Leased Premises") and includes the use of 80 parking spaces within the paved parking lot adjacent to the building.
- b. **Parking Spaces:** 80
- c. **Permitted Uses:** Office
- d. **Lease Extension Term:** One year commencing on February 1, 2020 and expiring on January 31, 2021 ("Extension Term").
- e. **Rent for the Lease Extension Term: Four Thousand Seventy-Eight Thousand and 00/100 Dollars (\$478,000.00)**, which rent includes the cost of electricity for the Leased Premises. Rent shall be **payable in advance on the first day of each calendar month in the sum of Thirty Nine Thousand, Eight Hundred Thirty-Three and 30/100 (\$39,833.33)** to Tutor Perini Corporation, 73 Mount Wayte Avenue, Framingham, Massachusetts 01701, or at such other place as LESSOR shall from time to time in writing designate.

2. **USE OF PREMISES.** LESSEE shall use the Leased Premises only for the purpose specified in Article 1 and for no other purpose.

3. **NOTICES.** Any notice from LESSOR to LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if delivered to LESSEE by certified mail, return receipt requested, postage prepaid, addressed to LESSEE at the as set forth below. Any notice from LESSEE to LESSOR relating to the Leased Premises, the occupancy thereof, or this Lease shall be deemed duly served if delivered to LESSOR by certified mail, return receipt requested, postage prepaid, addressed to LESSOR as follows or at such other address as LESSOR or LESSEE may from time to time in writing designate.

As to LESSOR	As to LESSEE
Tutor Perini Corporation 73 Mount Wayte Avenue, PO Box 9160 Framingham, MA 01701-9160 Attn: Paul Lloyd/Donna Tannar Telephone: Email:	City of Framingham 150 Concord Street Framingham, MA 01702 Attn.: Mayor Telephone: (508) 626-9117 Email:

Notice shall also be sent certified mail, return receipt requested, postage prepaid, addressed to the Framingham School Department, at 73 Mt. Wayte Street, Framingham, MA 01702 and at 454 Water Street, Framingham, MA 01702.

With copies to:

As to LESSOR	As to LESSEE
	Christopher J. Petrini, City Solicitor 372 Union Avenue Framingham, MA 01702 Telephone: (508) 665-4310 Email: cpetrini@petrinilaw.com

The undersigned parties expressly agree that with the exception of Rent for the Lease Extension Term herein, the terms and provisions of the Commercial Lease between the parties dated January 21, 2015 remain in full force and effect through the Lease Extension Term.

IN WITNESS WHEREOF, LESSOR AND LESSEE have hereunto set their hands and common seals and intend to be legally bound hereby this _____ day of January 2020.

LESSOR: MT. WAYTE REALTY, LLC

By:
Its duly authorized

LESSEE: CITY OF FRAMINGHAM BY ITS MAYOR:

By: Dr. Yvonne M. Spicer, Mayor
Authorized under Order No. _____

Approved as to Legal Form:

By: Christopher J. Petrini,
City Solicitor

2020.01.27 PROPOSED One-year Extenson of Lease 73 Mt. Wayte Street (606-17)



Framingham Public Schools

Robert A. Tremblay, Ed. D., Superintendent of Schools

OFFICE OF FINANCE AND OPERATIONS
Lincoln D Lynch IV, Executive Director of Finance and Operations
73 Mount Wayte Avenue, Suite #5
Framingham, Massachusetts 01702
Telephone: 508-782-6808 Fax: 508-877-4240

MEMORANDUM

Date: October 30, 2019
To: Paul Lloyd, Senior VP/General Manager, Perini Management Services Inc
From: Dr. Robert Tremblay, Superintendent
Re: Perini Building Lease

Please consider this communication, before the October 31, 2019 deadline, as a request to keep the extension of the term of the current lease, for up to an additional One (1) Year, as an option. Per the current contract, the extension will include all of the terms and conditions of the current lease. It is understood that the annual fixed rent will be at the market price to be mutually agreed upon by the Lessor and Lessee. The current lease ends January 31, 2020 and it is the District's interest to make sure the one year extension from February 1, 2020 to January 31, 2021 is an option that is left on the table among the potential purchase of the building and a potential new five year lease based on the recent response received to the District's Request for Proposals. Thank you.