



March 26, 2014

Mr. David Mohler
Executive Director
Office of Transportation Planning
Massachusetts Department of Transportation
10 Park Plaza, Room 4150
Boston, MA 02116-3969

RE: Foxborough Station

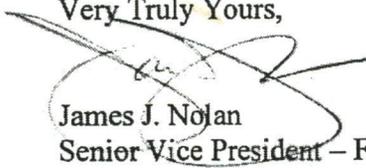
Dear David:

Enclosed please find one original partially executed Letter of Intent for the Secretary to countersign.

Please provide me a fully-executed copy for my records. We appreciate your assistance with this matter.

Thank you.

Very Truly Yours,


James J. Nolan
Senior Vice President – Finance, Administration and Operations

cc: Jody Ray – MassDOT
Dan Krantz – The Kraft Group

**FOXBORO REALTY ASSOCIATES LLC
ONE PATRIOT PLACE
FOXBOROUGH, MASSACHUSETTS 02035**

LETTER OF INTENT

March 25, 2014

Mr. Richard A. Davey
Secretary of Transportation and Chief Executive
Massachusetts Department of Transportation
Ten Park Plaza
Boston, Massachusetts 02116

Re: Foxborough Commuter Rail Service, Foxborough, MA

Dear Secretary Davey:

This Letter of Intent sets forth our understanding of the general terms and conditions by which the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation (collectively, "MassDOT") will work together to implement regular weekday commuter rail service at the existing rail station adjacent to Gillette Stadium in Foxborough, Massachusetts (the "Station"), and ensure appropriate access to parking in coordination with Foxboro Realty Associates LLC and/or its affiliate(s) ("FRAL"). This weekday commuter rail service will supplement the event service that is currently provided to the Station. The general responsibilities of the respective parties are outlined below. The goal of the parties is for weekday service at the Station to commence by early 2015 and for service to the Station to increase over time as demand for such service increases. It is understood that, as a next step, the Parties will memorialize specific details concerning the commitments expressed in this Letter of Intent in a Memorandum of Understanding.

Background:

The Station is located on the Framingham Secondary, a railroad line currently owned, maintained and dispatched by CSX for freight service. MassDOT is currently in negotiations with CSX to secure trackage rights over the Framingham Secondary line. The line presently is in need of track and signal upgrades to improve freight service and enhance efficiency for event service and expanded passenger service along the line (the "Improvements"). At present, use of the Station is limited to event service to Gillette Stadium as there is no regular MBTA commuter rail service available in Foxborough. The nearest commuter rail connections for Foxborough residents are located in the towns of Walpole and Mansfield. MassDOT does not currently control or generate revenue from the parking in the area.

Benefits of Commuter Rail Service:

The implementation of regular weekday commuter rail service to the Station and the introduction of additional access to parking as outlined in this Letter of Intent will result in a number of significant public benefits, including:

1. Introducing a convenient means of public transportation, presently lacking in Foxborough, for the general public, including for residents, employees and visitors within the surrounding community.
 - ❖ *Past study conducted by MassDOT found there to be significant demand for such expanded service, in providing improved job accessibility, with an estimated 660 net new daily boardings on the MBTA system, and 990 daily boardings at the Station in Foxborough;*
 - ❖ *The additional ridership resulting from such expanded service is projected to provide MassDOT an annual revenue increase of approximately \$1.9M, based upon current estimates of such factors as increasing overall ridership and improved fare box recovery rates.*
2. Alleviating existing and future capacity issues on the MBTA south side commuter rail system, while also providing the MBTA significant new flexibility for existing services and future operations:
 - ❖ *Past study by MassDOT concluded that such service would provide a high level of secondary systemwide operational benefits to MassDOT.*
 - ❖ *MassDOT will gain control of a substantial new parking area at Foxborough Station, which will help alleviate already constrained parking at other area stations (e.g., Mansfield, Walpole, etc.) without cost to MassDOT for securing such parking rights.*
 - ❖ *MassDOT will also have the ability to collect parking revenue at Foxborough Station (without any land costs or maintenance obligations within the parking area). These funds will help to further offset operations and maintenance costs (as noted, without any land acquisition costs).*
 - ❖ *MassDOT's securing trackage rights to this line provides long-term operational flexibility over this geographically important rail link.*
3. Bolstering economic development and employment opportunities in Foxborough and the region:
 - ❖ *Implementing weekday commuter rail service will advance significant economic development initiatives (Chapter 16 of the Acts of 1999) that have spurred substantial private investment and development in Foxborough.*
 - ❖ *These investments have created thousands of employment opportunities to date, including those within Gillette Stadium, Patriot Place, as well as in other businesses in Foxborough and in surrounding communities. The implementation of weekday service will facilitate further investment, growth and employment.*
4. Advancing important environmental and planning priorities:
 - ❖ *These include MassDOT's "GreenDOT" policy initiative to reduce greenhouse gas emissions as well as principles of smart growth development.*

In order to implement commuter rail service at the Station, the parties to this Letter of Intent have generally agreed to proceed diligently and expeditiously in carrying out the following responsibilities:

FRAL Responsibilities:

- FRAL shall provide MassDOT, at no cost, a license to use up to 500 parking spaces (based on projected demand), in a segregated area adjacent to or in close proximity to the Station, during weekdays and on certain weekend days when no Stadium events are scheduled, for commuter rail parking. This parking area shall be available for such period and duration necessary to accommodate commuter rail service to and from the Station. FRAL shall be responsible for any alterations reasonably necessary to bring this parking area into conformity with applicable law and regulation as may be practicable. FRAL shall also be solely responsible for routine maintenance and repairs within the commuter parking area for the duration of such service. The number of parking spaces and the location of commuter rail parking may be adjusted by FRAL with the consent of MassDOT. A reasonable fee may be assessed by MassDOT on users of such parking with MassDOT receiving 100% of the revenues generated from parking on the FRAL property for the first three years of operation. Upon the fourth anniversary of the commencement of operations and for each year thereafter, in such circumstances where the past year's annual gross revenues to MassDOT generated from parking operations on the FRAL property has exceeded \$125,000.00 in the aggregate, MassDOT shall pay \$25,000 to FRAL (the "Maintenance Contribution"), to defray, in part, FRAL's maintenance costs associated with the commuter rail parking area. Starting on the fifth anniversary of the commencement of operations and for each year thereafter, the amount of any Maintenance Contribution that may be paid in any one year hereunder shall be adjusted, annually, to account for the percentage change in the Eastern Massachusetts Consumer Price Index, published monthly by the Bureau of Labor Statistics, U.S. Department of Labor (the "CPI Adjustment"). FRAL shall not be entitled to a Maintenance Contribution for any year in which MassDOT's gross revenues from parking upon the FRAL property do not exceed \$125,000.00 in the aggregate. MassDOT shall be solely responsible for administering any parking payment program, which shall not unreasonably interfere with FRAL's business operations. MassDOT shall not have any parking rights on days when full-stadium events are scheduled at the Stadium. Upon the approval of the MOU by the parties, FRAL and MassDOT shall proceed diligently and in good faith to negotiate a binding parking agreement, in furtherance of the Letter of Intent and in a form that is mutually-acceptable to the parties.
- FRAL shall, at its sole cost and expense, be responsible for routine maintenance within the area of the Station for a period of twenty (20) years from commencement of service, provided MassDOT continues to run commuter rail service to the Station during this period ("FRAL's Maintenance Period"). Routine maintenance activities shall consist of snow removal, regular sweeping, trash removal, replacing light bulbs and similar minor maintenance activities that may be required on a daily basis within the area of the Station. Routine maintenance shall not include any substantive repairs to the Station or its appurtenances (e.g., painting, repair or replacement of wiring, fixtures, structures, or surfaces within the station area) for which MassDOT shall remain solely responsible. The parties plans and understandings for the name of the Station shall be set forth in the Memorandum of Understanding.
- FRAL shall provide to MassDOT and the general public, at no cost, the legal right over and upon such land adjoining the tracks owned by FRAL that may be necessary in order to access, operate, and/or maintain commuter rail service to the Station (e.g., for the installation of signage, ticketing facilities, the servicing of equipment and for other rail-related improvements) in accordance with applicable requirements, as may be reasonably determined by MassDOT, provided that MassDOT's activities do not unreasonably interfere with FRAL's business operations.

- Upon approval of the Memorandum of Agreement as referenced herein by the parties, FRAL shall, at its sole cost and expense, proceed with the preparation and completion of final design plans detailing the Improvements. MassDOT shall cooperate with FRAL in the preparation of the final design plans. FRAL shall provide all documentation to MassDOT that is reasonably necessary for MassDOT to proceed to prepare permit applications and, ultimately, to construct and operate the Improvements on the line. FRAL shall cooperate in MassDOT's efforts to permit and construct the Improvements.

MassDOT Responsibilities:

- MassDOT shall proceed diligently to secure the trackage rights over Framingham Secondary line necessary to implement the Improvements and to operate commuter rail service to the Station. MassDOT shall undertake best efforts to secure such trackage rights by September 1, 2014, as such date may be reasonably extended by MassDOT for cause, with notice to FRAL.
- MassDOT shall assist FRAL in the design process for the Improvements. Upon completion of all necessary design plans, MassDOT and FRAL shall cooperate and coordinate to diligently prosecute the permitting of all required approvals from applicable local, state and federal agencies in order to construct Improvements to the rail line necessary to allow commuter rail service to the Station in accordance with applicable requirements. The responsibilities of the parties with respect to permitting the Improvements shall be further specified in the Memorandum of Understanding.
- Upon the completion of the permitting of the Improvements, MassDOT shall proceed to construct Improvements in accordance with applicable law.
- Commuter rail service at the Station shall be provided by MassDOT. Commuter rail service along the Framingham Secondary Line will be scheduled to include, at a minimum, AM peak period trips for inbound trains, mid-day roundtrips and PM peak period trips for outbound trains, five (5) days a week as the Parties shall further agree and detail in the Memorandum of Understanding. MassDOT reserves the right to temporarily modify regularly scheduled service to address maintenance or safety concerns or to permit improvements to infrastructure.

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It is understood that, as a next step towards the goals outlined in this Letter of Intent, the parties will provide specific details as to these commitments in a Memorandum of Understanding. In this regard, we look forward to continuing to advance these important public transit goals by this public/private partnership.

Very Truly Yours,

FOXBORO REALTY ASSOCIATES LLC

By: Kraft Group LLC, Its Managing Member

By: Kraft Enterprises LLC, Its Sole Member

By: ~~Kraft Family Inc., Its Managing Member~~

By: _____

Name: JAMES NOLAN

Title: SVP

The terms of and conditions of this Letter of Intent are hereby affirmed and agreed to:

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

