

CITY OF SOMERVILLE  
INTEROFFICE MEMORANDUM

To: Katjana Ballantyne, Mayor

From: Catherine Lester Salchert, Special Counsel

Re: Settlement Agreement  
217 Somerville Avenue (Ken Kelly Park)  
Eminent Domain Litigation, AMLEG, LLC v. City of Somerville, 2281-CV01711

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Date: August 5, 2025

Per the update at our OSPCD meeting last Thursday morning, attached please find a copy of the settlement agreement signed by the former property owner (AMLEG, LLC). As we discussed the total amount of new money to be paid is \$1,238,000 and interest has been waived as part of the settlement.

Please sign your signature above Cindy's on the page with your name and please be sure to have your signature notarized. After you have signed the Agreement, please return it to my attention in the Law Department.

Please let me know if you have any questions.

Attachment

CALS/cs

Cc: Edward Bean, Director of Finance Auditor  
Thomas Galligani, Executor Director, OSPCD

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is entered into as of the 29th day of July 2025 ("Effective Date") by AMLEG, LLC with a principal place of business at 18 Stults Road, Belmont, MA ("AMLEG") and the City of Somerville, a public body and corporate, duly organized and existing by law with principal offices at 93 Highland Ave., Somerville, MA ("City").

### **RECITALS**

WHEREAS, on December 6, 2019, pursuant to Mass. Gen. Laws ch. 79, the City filed an Order of Taking ("Order of Taking") for registration at the Middlesex South Registry of Deeds, Book 73774, Page 428, taking by eminent domain in fee simple certain property owned by AMLEG, LLC known and numbered 217 Somerville Avenue, in the City of Somerville, Massachusetts (the "Taking"). The property taken from AMLEG may be referred to as the "Subject Property";

WHEREAS, the City made a *pro tanto* payment to AMLEG in the amount of ONE MILLION THREE HUNDRED THOUSAND SEVENTEEN and no/100 Dollars (\$1,317,000) for the Taking of the Subject Property, the receipt of which AMLEG does hereby acknowledge but which AMLEG has since disputed constitutes just compensation ("Pro Tanto Payment"). As a result, on or about February 28, 2022, AMLEG filed suit against the City to recover just compensation and such land damages to which it may be entitled arising out of the Taking of the Subject Property, captioned AMLEG v. City of Somerville, Middlesex Superior Court, Civil Action No. 2281CV01711 ("Eminent Domain Action");

WHEREAS, the City disputes in the Eminent Domain Action that AMLEG has been denied just compensation but has agreed to resolve the Eminent Domain Action and all matters

and claims of AMLEG arising out of the Taking on the terms and conditions of this Agreement in an effort to avoid the cost and expense of litigation relating thereto;

WHEREAS, AMLEG has agreed to resolve the Eminent Domain Action and all matters and claims of AMLEG arising out of the Taking on the terms and conditions of this Agreement;

WHEREAS, neither this Agreement, nor any exhibit, document or instrument delivered hereunder is intended to be or shall be construed as or deemed to be evidence of an admission or concession by AMLEG or the City of any wrongdoing and none of them shall be admissible in evidence for any such purpose, except that this Agreement is admissible to enforce its terms; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties desire to settle their dispute ("Settlement") and agree as follows:

1. Incorporation of Recitals. The Recitals hereto not only constitute recitals to this Agreement, but also are incorporated by this reference as though set forth at length.

2. Payment. The City shall pay AMLEG ONE MILLION TWO HUNDRED THIRTY EIGHT THOUSAND and no/100 Dollars (\$1,238,000), in addition to the previously paid Pro Tanto Payment ("Settlement Payment"), within 21 days after the Approvals, as defined in Section 3 below, in full and final settlement of all claims that AMLEG now has or may have arising out of the Taking, including any and all interest, fees and costs to which AMLEG is entitled, if any ("Settlement"). For avoidance of doubt, the Parties have agreed that no interest will be paid on damages and each party is separately paying its own litigation costs.

3. Conditional Settlement. The Settlement is conditioned on the approval of the Settlement and the Settlement Amount by the Mayor of the City and the City Council of the City (collectively, the "Approvals").

4. Stipulation of Dismissal with Prejudice. Concurrently with the execution and delivery of this Agreement, the Parties acting by and through their counsel shall execute and cause to be filed the Stipulation of Dismissal with Prejudice, attached hereto as Exhibit A. Upon acknowledgment of receipt of the Settlement Payment by counsel for AMLEG, which, subject to Approvals, shall be provided to counsel to the City forthwith, the City shall file the Stipulation of Dismissal with Prejudice and without costs, all rights of appeal waived, in the Eminent Domain Action with the Clerk of the Middlesex Superior Court.

5. AMLEG Representations. AMLEG warrants and represents that:

a. As of the Date of Taking, AMLEG was the sole owner of the Subject Property.

b. As of the Date of Taking, and based on the actual knowledge of AMLEG and its officers and agents, there were no mortgages, deeds of trust, financing statements, liens or security interests granted by AMLEG, or its predecessors in interest, successors and assigns, which encumbered the Subject Property, or any other lien or encumbrance involuntarily or voluntarily recorded against the Subject Property securing the payment of money.

c. AMLEG is the sole party with the right to receive just compensation as a result of the Taking. AMLEG has not assigned or otherwise transferred to any person or entity its interest in the Subject Property, in any matter related to the Taking, in the right to receive just compensation or any compensation in addition to such sums paid pro tanto arising out of the Taking, or in any claim which may arise as a result of the Taking, including the claims made in the Eminent Domain Action.

d. Representations and warranties in this Paragraph 5 shall survive the Taking and dismissal of the Eminent Domain Action.

6. AMLEG Indemnification. AMLEG agrees to indemnify, hold harmless, and defend the City and the City Releasees (defined herein) with respect to any breach by AMLEG of the representations and warranties made in Paragraph 5, and to hold the City and City Releasees harmless from any claim, and the actual loss, damage, cost or expense arising directly and proximately from AMLEG's breach of the foregoing representations or warranties, as related to

claims made for additional compensation by any third-party as a result of the Taking and claims of an interest in the Subject Property, Pro Tanto Payment and the Settlement Payment.

7. AMLEG Release. AMLEG, for and on behalf of itself, and each of its officers, employees, members, directors, parents, subsidiaries, shareholders, alter egos, direct and indirect affiliates and affiliated corporations, limited liability companies, limited liability corporations, direct or indirect parent companies, investors, partners, partnerships, managers, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, successors, and assigns hereby fully and forever release, remise, acquit and discharge the City, well as each of the City's elected and public officials, managers, officers, employees, directors, departments, authorities, agencies, partners, agents, attorneys, insurers, accountants, successors, beneficiaries, and assigns ("City Releasees") from any and all claims, demands, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, interest, expenses, damages, judgments, orders, losses and liabilities of any, every and whatever type, kind and nature whatsoever, whether in law, equity or otherwise, whether known or unknown, and whether suspected or unsuspected, liquidated or unliquidated, matured or unmatured, disputed or undisputed, which AMLEGh now has or ever had from the beginning of the world to the Effective Date hereof related to the Taking or the Eminent Domain Action, including all claims which have or could have been asserted under the Massachusetts Constitution and Declaration of Rights, Massachusetts General Laws chapter 79, and any other such general or special law of the Commonwealth of Massachusetts that relate or pertain in any manner or fashion to the Taking or the Land Court Action and claims for just compensation in addition to the Pro Tanto Payment (collectively, "AMLEG Claims"), which release is herein referred to as the "AMLEG Release."

8. City Release. The City, and on behalf of itself, and each of its elected and public

officials, managers, officers, employees, directors, departments, authorities, agencies, partners, agents, attorneys, insurers, accountants, successors, beneficiaries, and assigns, hereby fully and forever release, remise, acquit and discharge AMLEG, as well as its officers, employees, directors, parents, subsidiaries, shareholders, alter egos, direct and indirect affiliates and affiliated corporations, limited liability companies, limited liability corporations, direct or indirect parent companies, investors, partners, partnerships, managers, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, successors, and assigns ("AMLEG Releasees") from any and all claims, demands, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders, losses and liabilities of any, every and whatever type, kind and nature whatsoever, whether in law, equity or otherwise, whether known or unknown, and whether suspected or unsuspected, liquidated or unliquidated, matured or unmatured, disputed or undisputed, which the City now has or ever had from the beginning of the world to the Effective Date hereof related to the Taking or the Eminent Domain Action and including any and all claims which have or could have been asserted under any general or special law of the Commonwealth of Massachusetts that relates or pertains in any manner or fashion to the Taking or the Land Court Action (collectively, "City Claims"), which release is herein referred to as the "City Release." The provisions of this Paragraph 8 shall survive the Taking and the dismissal of the Eminent Domain Action.

9. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions in good faith as are necessary or reasonably required to effectuate the terms, conditions, provisions and intent of this Agreement to resolve all issues and claims of any nature which relate or pertain in any manner or fashion to the Subject Property, the Taking, or the Eminent Domain Action which are intended by the Parties to

be conclusively resolved, settled and the claims, including the AMLEG Claims and the City Claims, released.

**10. Confidentiality/Public Records.** The terms and conditions of this Agreement and any and all statements and written communications regarding same, are agreed to be confidential communications of, or by and between, the Parties, their lawyers, accountants, and other authorized representatives. Disclosure of the terms and conditions of this Agreement and such related confidential communications shall be limited solely to the attorneys and other persons authorized to act, for and on behalf of the Parties and/or their representatives or related entities, including the City of Somerville public officials, so long as such confidentiality by the City does not violate the Massachusetts Public Records Law, Open Meeting Law, or other applicable access to public information law. The intent of this confidentiality provision is to ensure that statements made by the Parties in connection with this Agreement and the terms and conditions thereof, are and shall be considered confidential, private and proprietary, and shall not be disclosed to unrelated third parties for any and all purposes whatsoever, unless compelled to disclose such information by court order or administrative agency of competent jurisdiction, including, with respect to public records, the Administrator of Public Records.

**11. Final Agreement.** This Agreement, together with the AMLEG Release, is intended to be effective as a full and final accord and satisfaction between the Parties. Each Party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement. AMLEG agrees and covenants not to initiate, join in, or prosecute any action, suit, or proceeding, or seek to enforce any rights or claims that are barred by the AMLEG Release agreeing that the AMLEG Release shall constitute a complete defense to any such action, suit, proceeding, or claim. The Parties acknowledge that they are aware that facts may hereafter be discovered in

addition to or different from those which are now known or believed to be true with respect to all or any part of the subject matter of the AMLEG Release, but that it is their intention to hereby effectuate, fully, finally, and forever, the settlement, AMLEG Release and discharge of each and every claim contemplated hereby, and that the AMLEG Release herein remains in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts. Nothing contained herein shall preclude either party from enforcing the terms and conditions of this Agreement.

12. Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed duly delivered when mailed by certified mail, return receipt requested or when delivered by hand, as follows:

If to City of Somerville:

City of Somerville  
City Hall  
93 Highland Ave.  
Somerville, MA 02143  
Attention: Cindy Amara, Esq., City Solicitor  
Catherine Lester Salchert, Esq.  
camara@somervillema.gov  
csalchert@somervillema.gov

With a copy to:

James Ponsetto, Esq.  
Greenberg Traurig LLP  
One International Place, Ste. 2000  
Boston MA 02110  
ponsettoj@gtlaw.com

If to AMLEG, LLC:

John S. Leonard, Esq.  
Law Offices of John S. Leonard, LLC  
One Boston Place, Suite 2600  
Boston, MA 02108  
jsl@leonardlaw.com



Copies of all Notices may be delivered by email.

13. Miscellaneous. If any term, provision, covenant, condition, paragraph, or subparagraph of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall be deemed severable therefrom, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement was prepared jointly by the Parties, with the assistance of counsel in the drafting of this document, and the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this document. Each Party shall pay their own attorneys' fees and costs incurred in connection with this matter, including the negotiation and execution of this Agreement. Each Party acknowledges that it is executing this Agreement without reliance on any representation by the other Party or any of the other Party's attorneys or representatives other than as explicitly stated herein. Each of the Parties represents and warrants to the other, that the person executing and delivering this Agreement on behalf of such Party has been duly authorized to do so by all necessary corporate or municipal action, as appropriate. This Agreement shall be binding on and inure to the benefit of all agents, executors, administrators, personal representatives, heirs, insurers, successors in interest, subsidiaries, parent companies, affiliates, subrogees, successors, and assigns of each of the Parties. This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein and supersedes all prior written or verbal communications between the Parties. This Agreement may be executed, and signatures exchanged, electronically, by facsimile or .pdf attachment to email, DocuSign or other software designed to accommodate electronic signature of documents. This Agreement may be executed in counterparts, which together, shall constitute but one original. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of the Effective Date.**

**[Signatures on Following Pages]**

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**THE CITY OF SOMERVILLE**  
A Massachusetts municipal corporation

By: Katjana Ballantyne  
Katjana Ballantyne, Mayor

Approved as to Form:

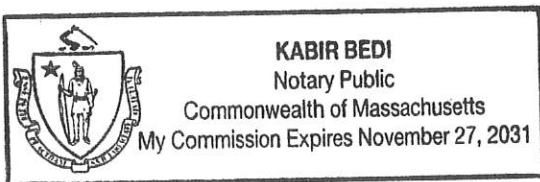
By: [Signature]  
Cynthia Amara, City Solicitor

Dated: August 13, 2025

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 13<sup>th</sup> day of August 2025 before me the undersigned Notary Public personally appeared the above-named Katjana Ballantyne and proved to me through satisfactory evidence of identification, which was personal knowledge/government issued identification, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Somerville.



Kabir Bedi  
Notary Public:  
My commission expires: November 27, 2031

[Signature page of City of Somerville to Agreement]

AMLEG, LLC

By:

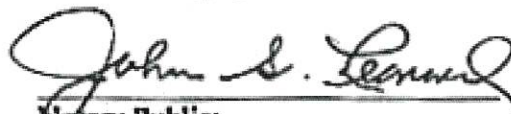
  
George Moussallem, Managing Member

Dated: July 29, 2025

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 29<sup>th</sup> day of July, 2025 before me the undersigned Notary Public personally appeared the above-named George Moussallem and proved to me through satisfactory evidence of identification, which was personal knowledge/government issued identification, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose duly authorized as Managing Member of AMLEG.



Notary Public:

My commission expires : FEBRUARY 12, 2032

[Signature page of AMLEG to Agreement]

# **EXHIBIT A**

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**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

**SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. 2281CV01711**

**AMLEG, LLC,**

**Plaintiff,**

**v.**

**CITY OF SOMERVILLE,**

**Defendant.**

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Plaintiff AMLEG, LLC and defendant City of Somerville hereby stipulate to the dismissal of this action with prejudice, without costs, and waive all rights of appeal, pursuant to Rule 41 of the Massachusetts Rules of Civil Procedure.

[signatures appear on next page]

*/s/ John S. Leonard*

By: \_\_\_\_\_

John S. Leonard (BBO# 293980)  
LAW OFFICES OF  
JOHN S. LEONARD, LLC  
One Boston Place, Suite 2600  
Boston, MA 02108  
Tel.: 617-419-7109  
E-mail: jsl@jsleonardlaw.com

*Attorney for AMLEG, LLC*

By: \_\_\_\_\_

*James D. Masterman*  
James D. Masterman (BBO #324000)  
James P. Ponsetto (BBO# 556144)  
GREENBERG TRAUIG, LLP  
One International Place, Suite 2000  
Boston, MA 02110  
Tel.: (617) 310-6284  
Fax: (617) 310-6001  
E-mail: mastermanj@gtlaw.com  
ponsettoj@gtlaw.com

*Attorneys for The City of Somerville*