

Lease Agreement
By and between
The City of Somerville Acting through
The Purchasing Department
And

HANHAL REALTY TRUST

CONTRACT # 160059

CONTRACT VALUE: \$32,400.00

PO# _____

PO Amount: \$ _____

Bid No.: Not Applicable

Contract period: 9/01/2015 to 2/28/2017

CONTRACT FOR: LEASE 1112-1114 BROADWAY, SOMERVILLE
FOR WEST SOMERVILLE POLICE SUB-STATION

VENDOR: Hanhal Realty Trust
96 Fletcher Road
Belmont, MA 02478
Tel: 617-484-6006 office
617-413-4899 cell
Fax: 617-484-6106

Contact: Janice Christo: janice@christotyrrrell.com

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

LEASE AGREEMENT

This Lease Agreement ("Lease"), dated the 1st day of September, 2015, is by and between Hanhal Realty Trust, Janice Christo, Trustee, with a usual address of 96 Fletcher Road, Belmont, MA 02478 ("Landlord") and the City of Somerville, a body corporate and politic and a political subdivision of the Commonwealth of Massachusetts, acting through its Mayor, with a usual address of City Hall, 93 Highland Avenue, Somerville, MA 02143, ("Tenant").

SECTION ONE: DESCRIPTION OF LEASED PREMISES

The Landlord hereby leases to Tenant and the Tenant hereby leases from the Landlord approximately 1050 square feet of office space, consisting of three (3) separate office areas, one half bathroom, and one kitchen, at the building ("Building") located at 1112-1114 Broadway, Somerville, MA (the "Leased Premises"). Also see floor plan in Exhibit A. For Landlord's title, see recorded deed at South Middlesex Registry of Deeds Book 31241, Page 540 (identifying buildings numbered 1112 and 1114).

As appurtenant to the Premises, Tenant, in common with other tenants of the Building, has the right to use: (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

SECTION TWO: TERM

The term ("Term") of the Lease shall commence on September 1, 2015 ("Commencement Date") and shall continue for a period of eighteen (18) months, expiring on February 28, 2017. Upon the expiration of the Term, or earlier termination of this Lease, the Tenant shall peacefully surrender possession of the Leased Premises, including all improvements made by the Tenant.

SECTION THREE: RENT

The rent for the eighteen month Term shall be Thirty-two Thousand and Four Hundred Dollars (\$32,400.00). Rent shall be due and payable in equal monthly installments of \$1,800.00 per month on the first day of each month in advance. The City shall not be responsible for penalty fees if rent is not received by the Landlord by the first day of the month. In addition to the rent set forth above Tenant shall be responsible for the following separately metered utility charges to the Leased Premises: electricity and heat. Real estate taxes, water/sewer charges shall be the responsibility of the Landlord. No security deposit shall be required, nor shall the last month's rent for February 2017 be paid prior to the date on which it is due in 2017.

Rent payments shall be made to: Hanhal Realty Trust, (insert address if different from above)_____.

SECTION FOUR: USE

The Tenant may use the Leased Premises for any use permitted under the Somerville Zoning Ordinance. The Tenant intends to use the Leased Premises as a police substation serving the Lower Broadway neighborhood, in which case, the Tenant covenants that there shall be no holding cells for prisoners at the police substation. The Tenant shall be solely responsible for obtaining any necessary permits and approvals for its use of the Leased Premises and shall be solely responsible for any and all expense related to making the Leased Premises suitable for its intended use.

In order to assist Tenant with Tenant's preparation, move into, and occupancy of the Premises, Landlord must provide Tenant with all information concerning the Building's structure, systems, utilities, equipment, and services that Tenant reasonably requests. Landlord must provide such information with reasonable promptness, whether before or after commencement of the Term.

SECTION FIVE: ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

SECTION SIX: ALTERATIONS AND IMPROVEMENTS

The Tenant may make nonstructural alterations to the interior of Leased Premises without the consent of the Landlord. The Tenant may make structural or exterior alterations to the Leased Premises provided the Tenant has obtained the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

Landlord hereby consents to the erection of a sign, by Tenant at its sole expense, on the exterior of the Building, identifying it as the City of Somerville West Somerville Police Substation, or words to similar effect. Further, Landlord hereby consents to Tenant's installation of bulletproof glass windows, changing of locks on doors and reinforcement of door leading to basement, and installations of walls and partitions necessary to use the Leased Premises as a police substation.

SECTION SEVEN: MAINTENANCE AND REPAIR

(a) Tenant must not injure, deface, or commit waste in the Premises or any part of the Building. Tenant must exercise reasonable care to ensure that all systems, fixtures, and equipment that Landlord installs are used only for their respective intended purposes and that the electrical, mechanical, and structural systems of the Building and the Premises are not overloaded. Tenant must notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord. The Tenant shall be responsible for garbage disposal relative to the Leased Premises.

(b) Landlord must keep and maintain the Leased Premises and the Building, including, without limitation, all equipment and fixtures that Landlord furnishes as part of this Lease (whether located within or outside of the Leased Premises) in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear, damage that fire or other

casualty causes and damage that Tenant's negligence, Tenant's breach of this Lease, or Tenant's willful misuse causes excepted. Without limiting the foregoing, Landlord's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord shall be responsible for snow removal on sidewalk adjoining the Leased Premises. Landlord must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as are necessary to keep them in good condition. Landlord must make routine repairs, corrections, and replacements within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. Landlord must make emergency repairs, corrections, and replacements immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, (ii) in a good and workmanlike manner, (iii), and in compliance with all applicable laws, ordinances, codes, and regulations. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, Rent for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

SECTION EIGHT: DAMAGE OR DESTRUCTION

If, during the lease term or any renewal term, the leased premises shall be destroyed or damaged to a material extent by fire, flood, or other casualty or cause not attributable to the intentional, willful, or negligent acts or omissions of the tenant, the tenant shall have the right to: (a) terminate this lease as of the date of its election to do so, by written notice to landlord given within ninety (90) days of the damage or destruction; or (b) continue this lease and restore the interior of the leased premises. If the tenant elects not to terminate, the tenant's restoration of the interior of the leased premises shall commence as soon as reasonably possible and shall be conducted with all due diligence and in accordance with applicable federal, state, and local laws, ordinances, and regulations. Subject to the rights of the landlord's mortgagee(s), any insurance proceeds payable with respect to damage or destruction of the building façade enclosing the leased premises, or structural components or mechanical or electrical systems other than those located wholly within and serving only the leased premises, shall be made available by the landlord to finance the cost, or reimburse the tenant for the cost, of restoration of such façade, components, and/or systems.

SECTION NINE: INSURANCE

A. Tenant's Self-Insurance

The Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, the provisions of G. L. c. 258 and any successor statute govern Tenant's liability for injuries to persons or property.

B. Insurance Coverage to be Maintained by Landlord

The Landlord, at its sole cost and expense, shall maintain casualty insurance on the building of which the Leased Premises is a part (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.

At all times during the Term, Landlord, at Landlord's sole cost and expense, must keep in force a commercial general liability insurance policy insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Leased Premises, Building, or appurtenant areas. This policy must be written on an occurrence basis to provide protection in an amount not less than \$1,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth herein.

To the extent reasonably available without additional premium, all insurance policies covering the building shall expressly waive any right on the part of the insurer to be subrogated to any rights of Landlord against Tenant.

At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law, covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

Landlord must take out each insurance policy with insurers qualified to do business in the Commonwealth, and each such insurance policy must have only such deductibles as are reasonable and customary.

On or before the Date of Occupancy, Landlord must provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and must provide Tenant with a certificate evidencing renewal of each such policy.

SECTION TEN: TENANT'S PERSONAL PROPERTY; ASSUMPTION OF RISK

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term, are on the Leased Premises or in the Building at the sole risk and hazard of Tenant, except for damage or loss caused by Landlord's negligence, breach of this Lease, or willful misconduct. If fire, water, or other casualty destroys or damages the whole or any part of such personal property, no part of such loss or damage is to be charged to or to be borne by Landlord unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

SECTION ELEVEN: FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

Appropriations and authorizations for expenditures by the city of Somerville are made on a fiscal-year basis. The obligations of Tenant under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds. If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Lease are not appropriated and authorized, or if, during any fiscal year during the Term, funds for the discharge of Tenant's obligations under this Lease are reduced, then Tenant has the right to terminate this Lease by written notice to Landlord without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises.

SECTION TWELVE: DEFAULT

If the Tenant defaults in the observance or performance of any of Tenant's covenants, agreements, or obligations under this Lease, the Landlord shall give Tenant notice in writing of such default. The Landlord may terminate this Lease and, at the Landlord's option, pursue a legal action against Tenant for damages if the Tenant fails to cure such default (a) in the case a default relating to the payment of rent, within ten (10) business days after the giving of notice; or (b) for any other default, within sixty (60) calendar days after the giving of notice, or longer time if a cure cannot reasonably be accomplished within sixty (60) calendar days provided the Tenant has commenced to cure within sixty (60) days and diligently proceeds to complete such cure within a reasonable time thereafter

The failure of either party to seek redress for a violation or breach of this Lease, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease, shall not constitute a waiver and either party shall have all remedies provided in this Lease and by applicable law with respect to any subsequent act that would have originally constituted a violation or breach. To constitute a waiver, the waiver must be in writing signed by the waiving party.

SECTION THIRTEEN: ESTOPPEL CERTIFICATES

At the request of the Landlord or the Landlord's mortgagee, the Tenant shall execute and deliver a statement certifying that this Lease has not been amended (or if it has been amended, in what respect it has been amended), that the Lease is in full force and effect, that the rent has been paid up to a certain date, and that, to the best of the Tenant's knowledge, the Landlord is not in default in the performance of any covenant, agreement, or condition contained in the Lease (or if the Landlord is in default, specifying each default of which the signer may have knowledge), and further certifying as to such other matters relating to this Lease as may be reasonably requested by the Landlord or the Landlord's mortgagee, it being intended that any such statement delivered pursuant to this section may be relied on by the party to whom it is delivered including a prospective purchaser of the Premises, or a prospective mortgage holder, or any prospective assignee of any mortgage holder. The Landlord shall execute and deliver a similar statement if requested by the Tenant or the Tenant's auditors.

SECTION FOURTEEN: NOTICE

All notices, demands, requests or other communications which may be required or are required to be given or sent by either the Landlord or the Tenant to the other, shall be in writing and shall be deemed to have been properly given or sent when mailed, postage prepaid, by registered, certified or express mail, or by Federal Express, or similar delivery service with proof of delivery, with the postage prepaid, addressed to such other party at the following addresses:

To the Landlord:

Janice Christo, Trustee
Hanhal Realty Trust
96 Fletcher Road
Belmont, MA 02478

To the Tenant:

Joseph A. Curtatone, Mayor
City of Somerville
City Hall, 93 Highland Avenue
Somerville, MA 02143, and

David Fallon, Chief of Police
Public Safety Building
220 Washington Street
Somerville, MA 02143, with a copy to

Francis X. Wright, Jr., City Solicitor
Law Department
City Hall, 93 Highland Avenue
Somerville, MA 02143

Either the Landlord or the Tenant may designate by notice in writing a new address to which any notice, demand, request, or communication may be so given, served, or sent.

The Landlord and the Tenant shall promptly furnish to the other party a copy of any notice it may receive from any third person that may affect the rights of any party under this Lease.

SECTION FIFTEEN: LANDLORD'S COVENANTS

Landlord warrants and represents:

(a) Landlord has record title to the premises of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the use of the Premises by Tenant.

(b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.

(c) Landlord has full legal capacity to enter into this Lease.

(d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

(e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.

(f) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.

(g) Landlord must deliver the Premises to Tenant in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(h) Throughout the Term, Landlord must maintain the Premises in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(i) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Landlord has the right to defer compliance so long as Landlord contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere

with Tenant's use of the Premises for the Permitted Uses, subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, adversely affect any other right of Tenant under this Lease, or impose any additional obligation upon Tenant.

(j) Landlord warrants and covenants that as long as there is no event of default by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.

(k) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax) in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.

(l) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax)) at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

SECTION SIXTEEN: MISCELLANEOUS

A. Successors and Assigns.

The covenants, agreements, terms, provisions, and conditions of this Lease shall bind and inure to the benefit of the respective heirs, distributees, executors, administrators, successors, assigns, and legal representatives of the parties to this Lease with the same effect as if mentioned in each instance where a party to this Lease is named or referred to.

B. Attorneys' Fees

In the event that any legal action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and expenses.

C. Entire Agreement/Modification

This Lease, with all Exhibits, contains the entire agreement between Landlord and Tenant. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

To the extent of any conflict or inconsistency between this Lease and any exhibit or attachment incorporated herein by reference or made a part hereto, the terms of this Lease shall govern.

D. Changes in Lease

The provisions of this Lease shall not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law.

E. No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Landlord or Tenant in connection with the procurement or consummation of this Lease.

F. No Agreement until Signed

No legal obligation arises with respect to the Leased Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the City of Somerville and delivery is made by and to each.

G. Headings/Pronouns

Section headings are for convenience only and shall not be used to explain, modify, simplify, limit, define, or aid in determining the meaning or content of this Lease. All pronouns and any variations of same shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

H. Severability

If any provision of this Lease or the application of such a provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Lease or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent.

I. Governing Law

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Massachusetts, without reference to its conflicts of laws provisions.

J. Indemnification

Landlord shall indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Leased Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Tenant incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense

thereof, including, but not limited to, reasonable legal fees and expenses. This indemnity survives the Expiration Date.

L. Notwithstanding anything to the contrary in this Agreement, the Tenant may elect to terminate this Lease, without cause, at any time, upon giving sixty (60) days advance written notice of the effective termination date. No rent shall be due to the Landlord for any period of time after the effective termination date.

IN WITNESS WHEREOF, the parties have executed this Lease as a sealed instrument as of the day and year first above written.

TENANT: City of Somerville

Approved as to Form:

Francis X. Wright, Jr.
City Solicitor

By: _____
Joseph A. Curtatone, Mayor
Duly Authorized

LANDLORD: Hanhal Realty Trust

By: _____
Janice Christo, Trustee
Duly Authorized

CITY OF SOMERVILLE

I hereby certify that, of the total contract amount of \$ 32,400.00 the sum of \$ _____ is available at this time; and that the sum of \$ _____ is hereby encumbered against the appropriate account for the purpose of this contract; and that as additional funds become available, I will encumber additional monies up to the total contract amount.

Edward Bean, City Auditor

David Fallon, Chief of Police

Angela M. Allen, Purchasing Director

Commonwealth of Massachusetts

Middlesex, ss.

On this 3 day of August, 2015, before me, the undersigned notary public, personally appeared Jodie Christ (name of document signer), proved to me through satisfactory evidence of identification, which were Mass/ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as sole trustee of the Hanhal Realty Trust.

Linda E. Fruggiero

Notary Public

My commission expires: 6/24/16



DISCLOSURE STATEMENT
Acquisition/Disposition of Real Property

The undersigned does hereby file the following statement with the Commonwealth of Massachusetts Division of Capital Asset Management (DCAM) for the purpose of disclosure pursuant to section 40J of Chapter 7 of the General Laws of Massachusetts:

REAL PROPERTY: 1112 Broadway
Somerville Ma. 02144

SELLER () LESSOR (☒)

BUYER () LESSEE ():

TERMS: Purchase Price:
 Closing Date:
 Other:

Listed below are the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the Property. There is no person with a direct or indirect beneficial interest in the property who is either an official elected to public office in the City of Somerville or an employee of the City of Somerville.

Janice Christo of Belmont Ma. 02458
____ of _____
____ of _____

Name: Janice Christo

By: Jan Christo

Title: _____

EXHIBIT A – PROPERTY DESCRIPTION AND DEED

Property Owner to update Term Sheet information.
Please note that late fee penalties will not apply.

WEST SOMERVILLE POLICE SUBSTATION PROPOSAL

Description of Property

Amenities include:

3 separate office areas
1/2 Bathroom
1 kitchen
1 window air conditioner
Desks, file cabinets, fax machine, copier, misc. equipment.

Term Sheet

This is a 3 year lease commencing September 1, 2012 at 1500.00 per month ending August 31, 2015 with an option to renew in the 4th and 5th year at an amount to be determined at the time of renewal.

The rent will be due the 1st day of each month. If the rent is not received on the due date, a penalty of 1.25% per day will be imposed.

A security deposit of 1500.00 and the last months rent of 1500.00 is due the first of September in conjunction with the first month of rent.

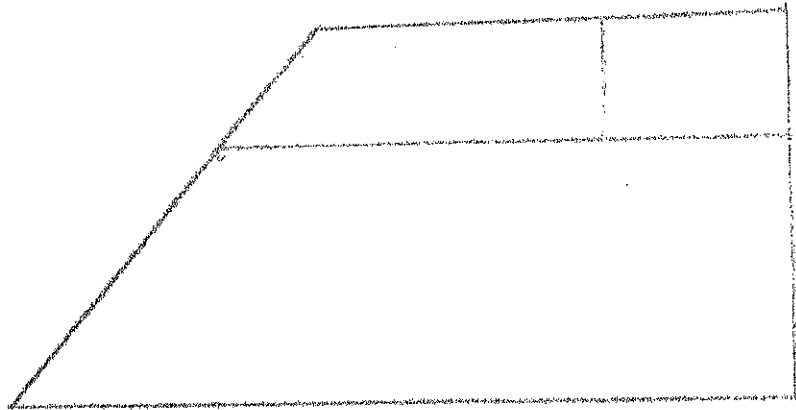
The lessor is responsible for property taxes and building insurance however the lessee must secure liability insurance for the premises as well, with a minimum limit of 1,000,000.

The lessee is responsible for the following utilities: electricity and heat.

The tenant must request approval to make any interior alterations.

No parking available.

Basic Floor Plan



The approximate square footage of the living space at 1114 Broadway is 950 to 1050.

BK31241P6540

QUITCLAIM DEED

WE, FRANK & ELENA SCIMONE, husband and wife as tenants by the entirety of Somerville, Middlesex County, Massachusetts,

for consideration paid, and in full consideration of Three Hundred Thousand and No/100 Dollars (\$300,00.00), grant to CHRISTOPHER TYRRELL and JANICE CHRISTO, Trustee(s) of Hanhal Realty Trust of Belmont, Massachusetts under a Declaration of Trust, dated, 7/6/69 recorded in Middlesex South District Registry of Deeds, in book, ~~page 402~~ ~~page 402~~

with QUITCLAIM COVENANTS

the land in said Somerville, with the buildings thereon now numbered 1112 and 1114 Broadway, being lot E on a plan by Edward Smith, Surveyor, dated September 19, 1963, recorded with Middlesex South District Deeds in book 10403, page 402, bounded:

Northeasterly by Broadway, thirty-eight (38) feet;
Southwesterly by land of owner unknown, one hundred twelve and 26/100 feet;
Southwesterly by Holland Street, one and 70/100 (1.70) feet;
Northwesterly by lot A, forty-two (42) feet;
Southwesterly by lot A, twenty-three and 50/100 (23.50) feet;
Southwesterly by lot A, six (6) feet;
Southwesterly again by lot A, six (6) feet;
Northwesterly again by lots C and D, fifteen and 50/100 (15.50) feet;
Northeasterly again by lot D, twelve (12) feet; and
Northwesterly again by lot D, thirty-five (35) feet.

Containing 1340 square feet, be all of said measurements and contents more or less and all according to said plan.

Being the same premises conveyed to us by deed of Merton B. Howard, said deed dated November 21, 1963 and recorded at Middlesex South District Registry of Deeds, in book 10407 page, 402.

03/23/00 3:56PM BT
000000 #322



CAMBRIDGE
DEEDS REG15
MIDDLE SOUTH

WITNESS our hands and seals this 23rd day of March, 2000.

[Signature]
Witness to signature of
Frank Scimone

[Signature]
FRANK SCIMONE

[Signature]
Witness to signature of
Elena Scimone

[Signature]
ELENA SCIMONE

Middlesex, ss COMMONWEALTH OF MASSACHUSETTS March 23, 2000

Then personally appeared the above-named
Frank Scimone and Elena Scimone and acknowledged the
foregoing to be their free act and deed, before me

[Signature]
Notary Public
My Commission Expires: 1-10-03

EXHIBIT B – BOARD OF ALDERMEN APPROVAL