

PEDESTRIAN ACCESS EASEMENT AND MAINTENANCE LICENSE

This PEDESTRIAN ACCESS EASEMENT AND MAINTENANCE LICENSE (this “Agreement”) is entered into as of February ____, 2026, by the CITY OF SOMERVILLE, a municipal corporation with an address of 93 Highland Avenue, Somerville, Massachusetts 02143 (the “City”), and SOMERVILLE LIVING LLC, a Massachusetts limited liability company, with an address of 144 Haven Street, Reading, MA 01867 (“Owner”) (each, a “Party” and collectively, the “Parties”).

WITNESSETH:

A. Reference is hereby made to a Decision by the Somerville Planning Board dated September 8, 2022 (P&Z 21-057) and recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 80804, Page 86, as amended by a Major Amendment Decision by the Somerville Planning Board dated July 27, 2023 (P&Z 23-011) and recorded with the Registry in Book 81898, Page 365 (collectively, the “Project Approvals”).

B. Owner owns the property located at 16-20 Medford Street, Somerville, Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated by reference (the “Owner Property”).

C. The City is the owner of public rights of way adjacent to the Owner Property known as Bedford Street, South Street, Medford Street, and Warren Street, together with certain landscaped areas, bike lanes and portions of public sidewalks located or to be located adjacent thereto (collectively, the “Public Ways”), as shown on the plan attached hereto as Exhibit B (the “Easement Plan”).

D. In accordance with the Project Approvals, the City and Owner desire to enter into this Agreement in order to grant to each other certain easements over portions of the Owner Property and the Public Ways, respectively, and to allocate certain maintenance responsibilities in connection therewith, all as more specifically set forth herein.

E. The City has been authorized to accept the easements pursuant to a vote of the City Council of Somerville recorded separately herewith and also attached hereto as Exhibit D.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. Grant of Maintenance License to Owner. The City hereby grants to Owner a non-exclusive license on, over, across and through portions of the Public Ways identified on the Easement Plan as the “Public Sidewalk License Area” (the “Public Sidewalk License Area”) for the purpose of exercising the Owner Maintenance Obligations (as defined below), Owner’s right hereunder shall include the right, with prior notice to the City and subject to receipt of all required permits from the City, to close the the Public Sidewalk License Area on a

temporary basis from time to time for maintenance, repair and replacement of improvements thereto.

2. Grant of Easements to the City. Owner hereby grants to the City a non-exclusive permanent easement, in common with Owner and all others now or hereafter entitled thereto, on, over, across and through those certain portions of the Owner Property shown on the Easement Plan as the “Sidewalk Easement Area” (the “Sidewalk Easement Area”) for the purpose of pedestrian access for the general public at all times, twenty four (24) hours a day, seven (7) days a week. The Parties agree that the rights of the general public hereunder to utilize such sidewalks for pedestrian access shall not be curtailed.
3. Owner Maintenance Obligations. Owner shall maintain, repair and replace, at Owner’s sole cost and expense, all sidewalks and landscaped areas within the Sidewalk Easement Area and the Public Sidewalk License Area, together with any improvements installed by Owner in the Sidewalk Easement Area and the Public Sidewalk License Area, including removal of garbage and emptying of garbage cans and removal of snow and ice, in a manner consistent with other first class mixed-use developments in the Boston, Massachusetts area and otherwise in accordance with any then-applicable federal, state and City of Somerville standards, including but not limited to those related to accessibility requirements for persons with disabilities. All of Owner’s said responsibilities shall be referred to herein collectively as the “Owner Maintenance Obligations.”

Owner shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under the Sidewalk Easement Area and/or the Public Sidewalk License Area) (i) carry the types of insurance and in the minimum amounts listed on Exhibit C attached hereto; and (ii) upon written request of the City, deliver a certificate evidencing the insurance required hereunder and naming the City as an additional insured for Automobile Liability, Commercial General Liability and Professional Liability with respect to the Sidewalk Easement Area.

4. City Maintenance Obligations. Except as specifically otherwise set forth herein as being Owner’s responsibility, the City shall maintain and repair the Public Ways in accordance with City standards for the maintenance of public ways.
5. Reservation of Rights. Owner hereby reserves the right to access the Sidewalk Easement Area for customary purposes incidental to Owner’s ownership and development of the Owner Property, including, without limitation, the right to install, maintain, repair, and replace within the boundaries of the Sidewalk Easement Area, at Owner’s sole expense, any and all utilities reasonably necessary in order to serve the land and improvements owned by Owner, so long as the same do not unreasonably interfere with the City’s use of the Sidewalk Easement Area for the purposes granted hereunder and provided further that all required permits for such activities have first been obtained from the appropriate authorities.

6. Permits and Approvals. Each Party shall at all times, as long as this Agreement remains in effect, obtain and maintain permits and approvals to the extent required by law for the exercise of such Party's rights and performance of its obligations hereunder. Notwithstanding the foregoing, if Owner is prohibited from complying with any of its obligations hereunder as a result of a City agency, department or official denying any such required permit or approval, Owner shall not be in default of its obligations hereunder for failure to fulfill the applicable obligation, provided, however, Owner has notified the City in writing of its inability to perform its obligations and provided that such denial is not due to Owner's failure to comply with requirements for issuance of the permit.
7. No Agency. Neither Party shall be deemed to be an agent of the other as a result of the Parties entering into, exercising their rights or performing their obligations under this Agreement.
8. Good Faith; Diligence. In performing the functions under this Agreement, both Parties shall act in good faith and reasonably cooperate with each other in all matters relating to the services to be provided by either Party under this Agreement. Both Parties shall furnish all information in their possession or control that either Party reasonably requests and that is reasonably necessary in connection with performing duties and services under this Agreement.
9. No Third Party Beneficiaries. None of the duties and obligations of Owner and the City under this Agreement shall in any way be construed as to create any liability for Owner or the City with respect to third parties who are not parties to this Agreement.
10. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly given if (a) mailed by certified or registered mail, postage and registration charges prepaid, on the third day after deposit in US Mail; (b) by overnight delivery service with receipt, on the next business day after deposit with the delivery service; or (c) by hand delivery on the day of actual receipt, to the parties at the addresses set forth below:

The City: City of Somerville
 Somerville City Hall
 93 Highland Avenue
 Somerville, MA 02143
 Attention: Mayor

With a copy to: City of Somerville
 Somerville City Hall – Law Department
 93 Highland Avenue
 Somerville, MA 02143
 Attention: City Solicitor

Owner: Somerville Living, LLC
c/o DiBiase Companies
144 Haven Street
Reading, MA 01867
Attention: Paul DiBiase
Email: ugo@dibiasecompanies.com

With a copy to: Nutter McClennen & Fish
155 Seaport Boulevard
Boston, MA 02210
Attention: David Libardoni, Esq.
Email: dlibardoni@nutter.com

11. The recitals set forth above are incorporated in and made a part of this Agreement.
12. This Agreement and the rights and obligations of the Parties hereunder shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, and the successors and assigns of the Parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and may not be modified or amended in any manner other than by a written agreement signed by both Parties hereto. The easements granted hereunder shall run with the land and inure to the benefit of and be binding upon the Parties and their successors and assigns. The City shall not assign its rights or obligations under this Agreement without Owner's prior written consent. Owner may assign its rights and/or obligations in whole or in part to any affiliate of Owner or to any owner of the Owner Property, provided that Owner shall provide written notice to the City of any such assignment within fifteen (15) business days of any such assignment.
13. Upon ten (10) business days' prior notice, given upon the transfer, financing and/or refinancing of any portion of the Owner Property and otherwise no more than once a year, the City shall provide to Owner, Owner's purchaser or lender, as the case may be, an estoppel certificate stating, to its actual knowledge: (a) whether the City knows of any defaults under this Agreement, and, if so, the nature thereof; (b) whether this Agreement has been assigned, modified or amended in any way and, if so, the nature thereof; and (c) that this Agreement is in full force and effect as of the date of the estoppel certificate.
14. No partner, member, shareholder, trustee, beneficiary, director, officer, manager or employee of Owner, or any partner of such parties, or any affiliate of any Party hereto, shall have any personal liability under this Agreement. In the event any person obtains a judgment against Owner in connection with this Agreement, such person's sole recourse shall be to the estate and interest of such party in and to its property described herein.

15. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
16. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first written above.

OWNER:

SOMERVILLE LIVING, LLC

By: 

Name: Paul DiBiase

Title: Manager

THE CITY:

THE CITY OF SOMERVILLE

By: _____

Name: Jacob D. "Jake" Wilson

Title: Mayor

Attest:

Approved as to form and legality:

By: _____

Name: Cynthia Amara

Title: City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 21st day of January, 2026, before me, the undersigned notary public, personally appeared Paul DiBiase, as Manager of Somerville Living, LLC, proved to me through satisfactory evidence of identification, which was a mass license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the voluntary act of Somerville Living, LLC.

Notary Public:

Linda Mirasolo

My commission expires:

7/27/2029



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of February, 2026, before me, the undersigned notary public, personally appeared Jacob D. Wilson, Mayor as aforesaid, proved to me through satisfactory evidence of identification, namely, that he is personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Somerville.

Notary Public: _____

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of January, 2026, before me, the undersigned notary public, personally appeared Cynthia Amara, City Solicitor as aforesaid, proved to me through satisfactory evidence of identification, namely, that she is personally known to me 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 City Solicitor of the City of Somerville.

Notary Public: _____

My commission expires:

EXHIBIT A

Owner Property Description

A certain lot of land together with the improvements shown as “Proposed Lot A” on a plan of land entitled “Lot Consolidation Plan, 16 & 20 Medford Street in Somerville, MA” prepared by GM2 Associates dated October 17, 2023 and recorded with the Middlesex South District Registry of Deeds as Plan No. 796 of 2023.

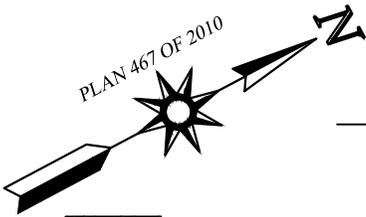
Containing approximately 16,909± s.f. according to said plan.

EXHIBIT B

Easement Plan

[see attached]

PLAN 467 OF 2010



BEDFORD STREET
(PUBLIC - 30' WIDE)

N63°27'00"W
30.01'
TIE COURSE
TO IR FND



SIDEWALK
EASEMENT AREA



PUBLIC SIDEWALK
LICENSE AREA

#7 BEDFORD STREET
N/F
7 BEDFORD STREET/7
PORTER STREET
CONDOMINIUM
DB 52825, PG 135
PID 97-E-9

S28°00'00"W
7.29'

#16-20 MEDFORD ST
AREA = 16,909 ± SQ.FT.

SOUTH STREET
(PUBLIC - 30' WIDE)

SIDEWALK
EASEMENT
AREA=2,892±
SQ.FT.

N62°00'00"W
89.93'

4 STORY BUILDING

DRILL
HOLE
FND

PUBLIC
SIDEWALK
LICENSE
AREA=2,435±
SQ.FT.

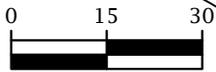
#51 WARREN STREET
N/F
ANTONIO S PEREIRA
DB 24736, PG 6
PID 97-E-7

N24°38'55"W
99.51'

MEDFORD STREET
(PUBLIC - 50' WIDE)

S24°39'00"E
146.08'

WARREN STREET
(PUBLIC - VARIABLE WIDTH)



Scale in Feet
1" = 30'

GENERAL NOTES

1. THIS PLAN IS BASED UPON A SURVEY PERFORMED BY NGC, LLC IN DECEMBER 2025.
2. THE PURPOSE OF THE PLAN IS TO DEPICT EXISTING AND PROPOSED FEATURES FOR SIDEWALK EASEMENT/LICENSE AREAS.
3. THIS SURVEY WAS PERFORMED WITHOUT A TITLE EXAMINATION. MATTERS SHOWN RELATE TO RECORD AND OCCUPATION BOUNDARIES AND DO NOT REPRESENT ANY OPINION REGARDING TITLE OR MATTERS THAT MAY BE UNCOVERED BY A FULL TITLE EXAMINATION.

EASEMENT EXHIBIT PLAN

16-20 MEDFORD STREET
IN
SOMERVILLE
MASSACHUSETTS
(MIDDLESEX COUNTY)

JANUARY 5, 2026



Shaune R. Bonin

1/9/2026



**NORTHEAST
GEOSPATIAL**
CONSULTANTS

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EXHIBIT C

Insurance Requirements

- (a) Worker's Compensation: Statutory coverage including employer's liability with limits of not less than \$500,000 per accident, \$500,000 each employee for occupational disease, \$500,000 policy limit for occupational disease.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident on bodily injury and property damage covering all owned, leased or hired vehicles used in performing the scope of work.
- (c) Commercial General Liability: At least \$1,000,000 combined single limit per occurrence on bodily injury, personal injury and property damage, \$2,000,000 aggregate. The policy shall include contractual liability and broad form property damage coverage.
- (d) Professional Liability: In amounts that are customary and reasonable for the type of work to be performed.

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EXHIBIT D

Certified Vote of the Somerville City Council

[attached behind]