

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is made by and between Dana Family Series, LLC, a Delaware limited liability company, and the Herman Dana Foundation, LLC, a Massachusetts limited liability company, as present Landlord (the “Landlord”), and the City of Somerville, Massachusetts, a municipal corporation, as Tenant (the “Tenant”).

RECITALS:

- A. Reference is hereby made to a written lease dated March 27, 2018 between Dana Family Series, LLC, a Delaware limited liability company, and the Herman Dana Foundation, LLC, a Massachusetts limited liability company, as landlord, and said City of Somerville, as tenant, of the vacant land shown as Lots 1 and 2 and known as 6-8 and 12 Grove Street, Somerville, Massachusetts and the adjacent vacant land shown as Lot 3 substantially as indicated on the plan attached to said Lease entitled Exhibit A, a copy of which is also attached hereto and incorporated herein by reference, as amended by First Amendment to Lease Agreement dated June 14, 2022 (herein collectively called the “Lease”).
- B. The term of said Lease will expire on June 30, 2023, and the Tenant has no rights of extension or renewal.
- C. The Tenant has requested an extension of the lease term.
- D. The Landlord is willing to accede to the Tenant’s said request subject to certain terms and conditions.

AGREEMENTS:

In consideration of the mutual covenants contained herein and for other good and sufficient consideration said Landlord and Tenant hereby agree as follows:

- 1. The prefatory recitals are incorporated herein by reference. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to such terms in the Lease.
- 2. The term of said Lease is hereby extended for the one (1) year period commencing July 1, 2023 and terminating June 30, 2024 (the “Extended Term”).
- 3. For and with respect to said Extended Term the Base Rent shall be the annual rental of Forty Thousand Three Hundred Four and 76/100 Dollars (\$40,304.76) payable by the Tenant to the Landlord in equal monthly installments in advance of Three Thousand Three Hundred Fifty-Eight and 73/100 Dollars (\$3,358.73) on or before the first day of every month.
- 4. This Agreement may be executed in any number of counterparts, or by each party on separate counterparts, with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Delivery by electronic mail file attachment or by facsimile transmission of any executed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original executed instrument.
- 5. Said Lease, as herein amended, is ratified and confirmed in all respects.

[This Page Ends Here – Signatures on Following Page]

[SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN DANA FAMILY SERIES, LLC, AND HERMAN DANA FOUNDATION, LLC, AS LANDLORD, AND THE CITY OF SOMERVILLE MASSACHUSETTS, AS TENANT]

Executed as an instrument under seal as of _____, 2023.

LANDLORD:

Dana Family Series, LLC

Herman Dana Foundation, LLC

By: _____

Alan G. Dana, Manager
Hereunto Duly Authorized

By: _____

Alan Dana Manager
Hereunto Duly Authorized

1340 Centre Street, Suite 101
Newton, MA 02459
Myer Dana and Sons, Agents LLC
Tax ID #04-6206558

TENANT

City of Somerville

I hereby certify that the total contract amount is \$40,304.76 and that the total unencumbered balance of said amount is available for the fiscal year commencing July 1, 2022 for the purposes of this contract.

Edward Bean, City Auditor

Katjana Ballantyne, Mayor

Angela M. Allen
Chief Procurement Officer
APPROVED AS TO FORM:

Suzanne Rinfret
Director of Parking

David Shapiro, Deputy City Solicitor

EXHIBIT A

