

|After recording return to:

City of Somerville Law Department  
Somerville City Hall  
93 Highland Avenue, 2nd Floor  
Somerville, MA 02143  
Attn: Catherine A. Lester Salchert, Esq.

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RECORDING INFORMATION AREA

### EASEMENT AND MAINTENANCE AGREEMENT (OPEN SPACE)

This EASEMENT AND MAINTENANCE AGREEMENT (OPEN SPACE) (this “Agreement”) is entered into by the CITY OF SOMERVILLE, a municipal corporation with an address of 93 Highland Avenue, Somerville, Massachusetts 02143 (the “City”) and BRE-BMR ASSEMBLY INNOVATION I LLC, a Delaware limited liability company with an address of 4570 Executive Drive, Suite 400, San Diego, CA 92121 (“Phase I Developer”) and BRE-BMR MIDDLESEX LLC, a Delaware limited liability company with an address of 4570 Executive Drive, Suite 400, San Diego, CA 92121 (“Phase II Developer”; collectively with Phase I Developer, but in each case only to the extent of their respective interests in the Property, “Developer”) (each, a “Party” and collectively, the “Parties”).

#### WITNESSETH:

A. Pursuant to (i) that certain Amended and Restated Development Covenant dated as of November 20, 2020 by and between the City and BRE-BMR Middlesex LLC (as successor-in-interest to CNDV Assembly LLC and CNDV Land LLC) and recorded with the Middlesex South Registry of Deeds (the “Registry”) at Book 76309, Page 469 (as the same may be amended, the “Development Covenant”), (ii) that certain Decision issued by the Planning Board of the City of Somerville (“Planning Board”) dated June 7, 2018 in Case No. PB2018-07-R1-0320, as amended by that certain Decision issued by the Planning Board on July 24, 2020 (as the same may be amended from time to time, the “Master Plan Approval”) for a mixed use project to be built in phases (the “Project”), (iii) that certain Decision issued by the Planning Board dated November 8, 2018 in Case # PB 2018-12 (the “Alta XMBLY Special Permit”) for the construction of a multi-family residential building (the “Alta XMBLY Project”), and (iv) that certain Decision issued by the Planning Board dated June 24, 2021 in Case # P&Z20-0015 (the “Block 21 Special Permit”) for the construction of a lab/office building and parking garage (the “Phase I Project”), the Parties have each agreed to be responsible for certain maintenance obligations relating to certain open

space serving the Project and to grant each other various rights in connection with the use and maintenance of the same.

B. As of the date of this Agreement, Phase I Developer owns the real property on which the Phase I Project will be located, which property is more particularly described on Exhibit A attached hereto and incorporated by reference (the “Phase I Property”), which is adjacent to real property owned by Phase II Developer which will be developed in a later phase, as more particularly described on Exhibit A attached hereto and incorporated by reference (the “Phase II Property”; together with the Phase I Property, the “Property”).

C. The Project is subject to that certain Declaration of Covenants, Conditions and Restrictions dated April 26, 2019 and recorded in Registry at Book 72521, Page 96, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated as of December 23, 2020 and recorded in the Registry at Book 76516, Page 37 (as the same may be further amended, the “CC&Rs”), under which BRE-BMR Middlesex LLC is Declarant.

D. In connection with its development of the Property, and as required pursuant to the Block 21 Special Permit, Developer will be constructing an open space located on the Phase II Property, which open space will serve the Phase I Project (collectively, the “Open Space”).

E. The City and Developer desire to enter into this Agreement in order to grant the City easements over portions of the Open Space, and to allocate maintenance responsibilities in connection therewith, all as more specifically set forth herein.

F. The Somerville City Council approved this Agreement by a vote taken on a duly authorized meeting held on September 26, 2024 recorded herewith and incorporated herein. A copy of the Vote is also attached hereto as Exhibit E.

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

1. Grant of Easements to the City.

(a) Developer hereby grants to the City a non-exclusive permanent easement, in common with Developer and all others now or hereafter entitled thereto, on, over, across and through the Open Space consisting of 37,116 square feet of land adjacent to Harold Cohen Way as shown on the Easement Plan attached hereto as Exhibit B as the Easement Area (the “Easement Area”) for the purpose of public access from dawn to dusk for the general public to gather, pass, and repass; subject to a reservation of rights by Developer to utilize the Easement Area for events (such as special events or activities) subject to receipt of applicable City permits. Developer’s reservation of rights hereunder shall include the right to close or limit access to the Easement Area from time to time on a temporary basis for repairs with prior notice to the City.

Developer's use of the Easement Area shall not impede the use of the Easement Area by the public except as set forth in this paragraph.

(b) Notwithstanding the foregoing, the Parties acknowledge that the Developer anticipates a future need to use the Easement Area in connection with anticipated development activities, including demolition of the existing building on adjacent Parcel 26A, located at 5 Middlesex Avenue, Somerville, MA ("Existing Building") as well as the construction, including construction staging on all or a portion of the Easement Area, of one or more additional buildings on the parcels comprising the Project (collectively, the "Development Activities"). The Parties anticipate amending or terminating this Easement upon Developer's receipt of a special permit for the next building and/or a demolition permit of the Existing Building ("Future Project Approvals") or in connection with the development of a future open space area for the Project as more particularly described in the Future Project Approvals. Such amendment or termination shall be determined by mutual agreement of the Parties as may also be specified in the Future Project Approvals. The Parties acknowledge and agree that the Development Activities may be performed prior to the amendment or termination of this Easement in all cases in accordance with this Section 1(b). Developer will use commercially reasonable efforts to conduct the Development Activities in a manner to not unreasonably interfere with the use of the Easement Area by the public.

## 2. Developer Maintenance Obligations.

(a) Developer shall maintain, repair and replace in a manner substantially consistent with the approved landscape design, at Developer's sole cost and expense the Easement Area, together with any improvements installed by Developer in the Easement Area, including but not limited to (a) the provision of water and electricity, (b) the maintenance and repair of the hardscape improvements and fixtures, and (c) the care and restoration of landscaping elements as needed, all in accordance with the Landscape Maintenance and Management Plan ("LMMP) approved by the City and attached hereto and incorporated herein as Exhibit C. In addition, Developer shall be responsible for 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 handicapped accessibility. All of Developer's said responsibilities shall be referred to herein collectively as the "Developer Maintenance Obligations."

(b) Developer shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under the Easement Area to): (i) carry commercially reasonable types of insurance and minimum amounts no less than those listed on Exhibit D which the parties agree are commercially reasonable as of the date of this Agreement, and (ii) prior to the commencement of any work, deliver a certificate evidencing the insurance

required hereunder and naming the City as an additional insured on its general commercial liability and workman's compensation policies.

3. **Permits and Approvals.** Each Party must 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 Developer 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, Developer shall not be in default of its obligations hereunder for failure to fulfill the applicable obligation provided that Developer has notified the City of such inability to perform its obligations and given the City the opportunity to respond. If the City determines that Developer has failed to provide required information needed by the City in order to issue the permit, then Developer shall not be relieved of the obligations to perform the maintenance obligations contained in this easement.
4. **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. Specifically, Developer may hire subcontractors, independent contractors, consultants, vendors and/or associate managers in connection with the exercise of its rights or performance of its obligations hereunder.
5. **Good Faith; Diligence.** In performing the functions under this Agreement, both Parties shall act diligently and in good faith and 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.
6. **No Third-Party Beneficiaries.** None of the duties and obligations of Developer and the City under this Agreement shall in any way be construed as to create any liability for Developer or the City with respect to third parties who are not parties to this Agreement.
7. **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

Developer:

Phase I Developer: BRE-BMR Assembly Innovation I LLC  
4570 Executive Drive, Suite 400  
San Diego, CA 92121  
Attention: Legal Department

Phase II Developer: BRE-BMR Middlesex LLC  
4570 Executive Drive, Suite 400  
San Diego, CA 92121  
Attention: Legal Department

8. The recitals set forth above are incorporated in and made a part of this Agreement.
9. 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 Developer's prior written consent. Developer may assign its rights and/or obligations in whole or in part to any affiliate of Developer or to any owner or developer of any portion of the Project provided that Developer shall provide written notice to the City within fifteen (15) days of any such assignment.
10. Upon fifteen business (15) days' prior notice, given upon the transfer, financing and/or refinancing of any portion of Property and otherwise no more than once a year, the City shall provide to Developer, Developer'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.
11. No partner, member, shareholder, trustee, beneficiary, director, officer, manager or employee of Developer, 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 Developer 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.

12. 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.
13. 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 under seal this day of September, 2024.

**DEVELOPER:**

BRE-BMR ASSEMBLY INNOVATION I LLC

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

Name: Carlye Murphy

Title: Senior Vice President, Assistant General Counsel

BRE-BMR MIDDLESEX LLC

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

Name: Carlye Murphy

Title: Senior Vice President, Assistant General Counsel

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared the above-named Carlye Murphy, the Senior Vice President, Assistant General Counsel of BRE-BMR ASSEMBLY INNOVATION I LLC, a Delaware limited liability company, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument voluntarily for its stated purpose as his/her free act and deed in such capacity.

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Notary Public:

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared the above-named Carlye Murphy, the Senior Vice President, Assistant General Counsel of BRE-BMR MIDDLESEX LLC, a Delaware limited liability company, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument voluntarily for its stated purpose as his/her free act and deed in such capacity.

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Notary Public:

My commission expires:

**THE CITY:**

THE CITY OF SOMERVILLE

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

Name: Katjana Ballantyne

Title: Mayor

Attest:

Approved as to form:

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

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared the above-named Katjana Ballantyne, as Mayor of the City of Somerville, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument voluntarily for its stated purpose as his/her free act and deed in such capacity.

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Notary Public:

My commission expires:

## **EXHIBIT A**

### **Property Description**

#### **Phase I Property:**

The land in Somerville, Middlesex County, Massachusetts, situated at Middlesex Avenue and being shown as Parcel 25A and Parcel 25B on a plan entitled, “Subdivision Plan of Land in Somerville, Massachusetts, prepared for BRE-BMR Middlesex LLC” dated August 25, 2021, prepared by VHB, Inc. and recorded with the Middlesex South District Registry of Deeds on December 10, 2021 as Plan 916 of 2021, to which plan reference is hereby made for a more particular description.

#### **Phase II Property:**

The land in Somerville, Middlesex County, Massachusetts, situated at Middlesex Avenue and being shown as Parcel 25C and Parcel 26A on a plan entitled, “Subdivision Plan of Land in Somerville, Massachusetts, prepared for BRE-BMR Middlesex LLC” dated August 25, 2021, prepared by VHB, Inc. and recorded with the Middlesex South District Registry of Deeds on December 10, 2021 as Plan 916 of 2021, to which plan reference is hereby made for a more particular description.

**EXHIBIT B**

**Open Easement Space Plan**

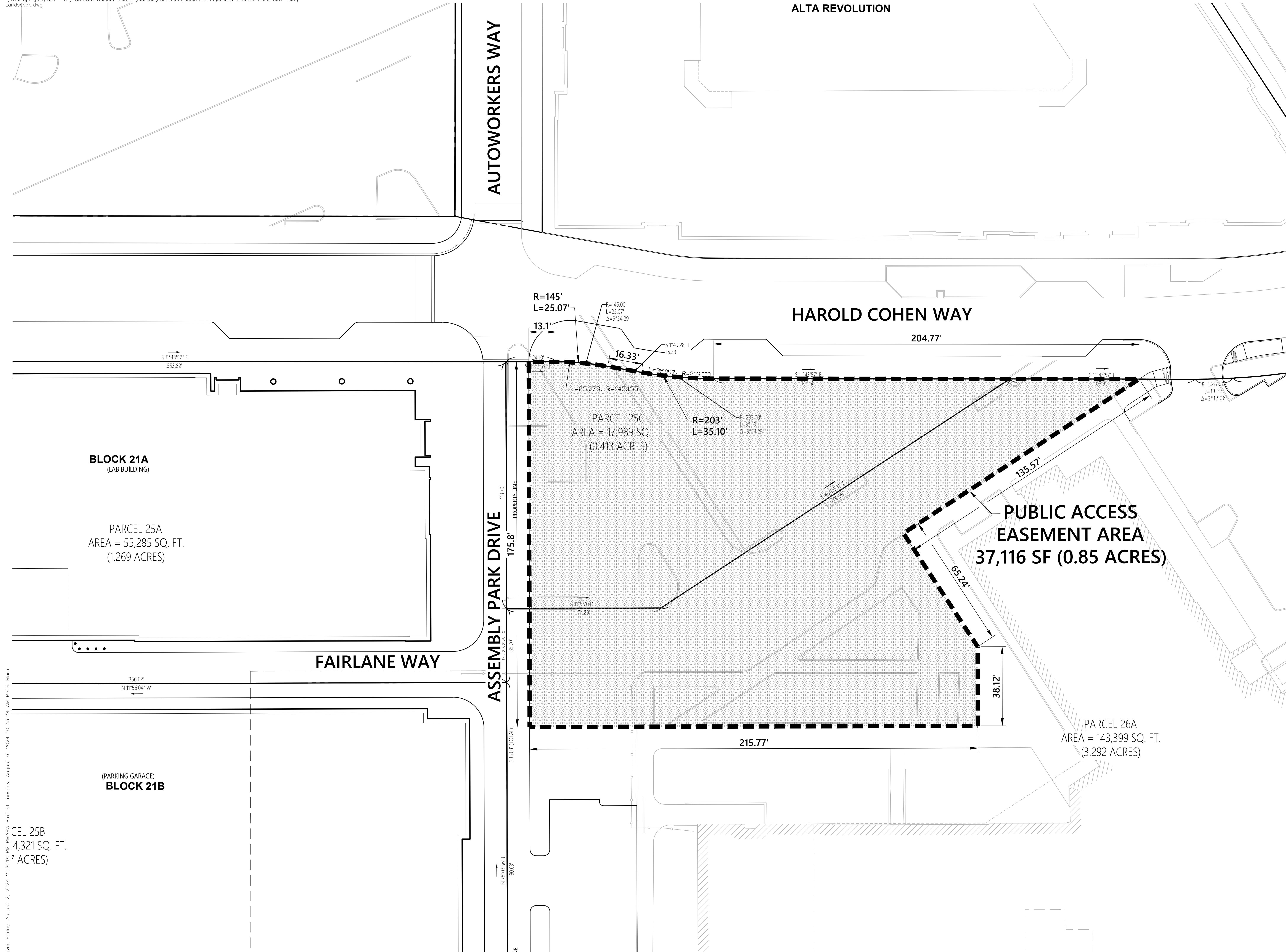
[attached]



101 Walnut Street  
PO Box 9151  
Watertown, MA 02471  
617.924.1770

LEGEND

- RIGHT OF WAY
- BUILDING OUTLINE
- FACE OF CURB
- LIMIT OF TEMPORARY LANDSCAPE
- DEVELOPER OWNS; PUBLIC ACCESS EASEMENT AREAS TO THE CITY



## EXHIBIT C

### **Landscape Maintenance and Management Plan (“LMMP”)**

[see attached]

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# BRE-BMR Middlesex LLC

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314 Main Street, 14th Floor • Cambridge, MA 02142  
Phone: (617) 225-2440 • Facsimile: (617) 225-0847

Assembly Innovation Park - Temporary Open Space Landscape Maintenance and Management Plan

## CONTACTS

### **Building Property Owner**

Name BioMed Realty - Michael Rosenberry  
Address 188 Assembly Park Drive  
Phone Number 857-998-1239  
Email [michael.rosenberry@biomedrealty.com](mailto:michael.rosenberry@biomedrealty.com)

### **Landscape Company**

Name BrightView Landscapes, LLC - Lyle Analetto  
Address 70 Ceylon Street Boston, MA, 02121  
Phone Number: 617-516-8126  
Email: [lyle.analetto@brightview.com](mailto:lyle.analetto@brightview.com)

Please note that we ask the City to contact BMR regarding any questions or concerns and do not contact our Landscape Company directly. BrightView will direct you back to BMR.

## LMMP OUTLINE

- A. Maintenance and Management Approach
- B. Landscape Maintenance and Management Areas
- C. Landscape Maintenance and Management Service Schedule
- D. Integrated Pest Management
- E. Water Service and Irrigation
- F. Important Feature Areas
- G. Replacement of Materials/Plantings

### **A. Maintenance and Management Approach**

The Assembly Innovation Temporary Open Space is a park that was designed and constructed as part of the Phase 1 Assembly Innovation Park laboratory project. The park area is fully privately owned and is available to public use subject to a maintenance and public access easement agreement. The park was designed with the following features:

- Orientation along Harold Cohen Avenue and Assembly Park Drive.
- New turf, trees planters, and landscaped areas that provide shading, and seasonal interest

- A variety of seating locations and options.
- Bike rack and drinking fountain feature.
- Sand filter storm water retention pond and pervious paving to increase onsite infiltration and promote sustainability.
- Basketball hoop, painted activities on hardscape, and a structure intended for play.

## B. Landscape Maintenance and Management Areas



## C. Landscape Maintenance and Management Service and Schedule

### C.1 - Schedule

Maintenance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Spring Clean-up												
Hardscaping frost heave repairs												
Fall Leaf Removal												
Snow Clearing												
Irrigation					Start Up					Winterize		
Shrub and Other Pruning												
Mulch												
Planting Bed Maintenance												
Seasonal Planting												
Lawn Maintenance												
As Needed Plant Replacement												
Tree fertilization												
Tree pruning												

## C.2 – Maintenance Detail

### 1. Spring Clean Up

- a. Rake all grass areas and remove leaves and debris from all planting beds and dispose of offsite.
- b. Clean, weed and remove loose and broken branches or twigs and edge all mulch beds.
- c. Sweep walkways of sand and debris. Sand to be removed from property.
- d. Blow/sweep out areas that cannot be street swept and remove debris from property.
- e. Power rake and de-thatch turf areas.
- f. Mechanical sweep all roads and parking areas.
- g. Dispose of all sand off site.
- h. Perform a final walkthrough with management to ensure quality and identify winter damage.

### 2. Mulch

- a. Deliver and spread 2" of premium blend pine bark mulch to all bed areas throughout property.
- b. Mulch shall be high quality, premium coarse-grade bark mulch, 15 mm minimum length, consisting of clean organic plant material. Mulch shall conform to the specifications below. If mulch cannot be found that meets this specification, the new mulch product specifications can be submitted to PSUF for review and approval prior to use.
  - i. Must be a uniform, natural wood color, without dyes, which shall not exhibit a noticeable degree of color change characteristic when wet.
  - ii. Must not have an unpleasant odor.
  - iii. Must be free of dirt, insects, disease, and extraneous debris that would be harmful to the trees being planted.
  - iv. pH: between 4.0 and 8.0
  - v. Particle size: 100% passing through a 50mm (2 inch) screen.
  - vi. Soluble salt content: less than 4.0 mmhos/cm
- c. Mulched area shall be six feet in diameter around the trunk of the tree, unless otherwise specified by the City Tree Warden or Deputy Tree Warden. Apply a fresh layer of mulch in the spring of each year so that a three-inch layer exists of mulch (after settlement) around trees, tapering towards the trunk. Mulch shall NOT come in contact with the trunk of the plant or the root flare. No mulch should be placed within 2 to 3 inches from the trunk. "Volcano" mulching is strictly prohibited.
- d. Rake smooth as needed.

### 3. Weekly Lawn Maintenance (where applicable)

- a. Mow all turf areas at the proper height for the time of year with appropriate sized equipment to ensure
- b. Ensure minimal damage to the turf, beds and irrigation system components.
- c. Remove all clippings as necessary from all walkways, parking areas and driveways.

- d. String trim all necessary areas including along edges of walks and curbs.
- e. All turf areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, header, retaining walls and other paved surfaces shall be edged with a mechanical edger each time the turf is mowed.
- f. All clippings to be bagged and disposed of to ensure a professionally maintained appearance and to help remove debris from turf areas and site. Vertical string trim curbs, walks and mulch areas on a monthly basis.

#### **4. Planting Bed Maintenance (where applicable)**

- a. The flower beds and tree beds shall be weeded during each mow. Undesirable plants should be removed by hand, the application of herbicides, pesticides, and fungicides is not allowed without written permission from PSUF. The property owner shall provide specifications and applicable applicator licenses to PSUF for review and approval.
- b. Weeds will be controlled all season along walkways, curbing, gravel, parking areas, mulch beds and drip edges through mechanical control methods.
- c. Maintain annual and perennial beds throughout the season removing debris and deadheading as needed as applicable.
- d. Maintenance supervisor and/or account manager will visit the Property no less than once a month to perform inspections and report concerns to the Management.

#### **5. Tree, Shrub & Ornamental Pruning**

- a. All pruning should be done with the supervision of an ISA Certified Arborist or Massachusetts Arborist Association (MAA) Certified Arborist.
- b. The management company shall notify the Public Space and Urban Forestry division of the City in writing fourteen (14) days prior to any tree maintenance, except in the case of an emergency. Tree maintenance must be approved by the Tree Warden or Deputy Tree Warden prior to beginning the work. Email [trees@somervillema.gov](mailto:trees@somervillema.gov) to obtain approval.
- c. In the case of an emergency related to trees please contact 311.
- d. In the case of tree death or need for removal please contact the Tree Warden or Deputy Tree Warden. Email [trees@somervillema.gov](mailto:trees@somervillema.gov) to obtain approval.
- e. Any shrub, tree, or ornamental plant found to be dead or missing shall be replaced with plant material of identical species at the building property owner's expense.
- f. Pruning to include all shrubs and ornamental trees less than (15) fifteen feet in height.
- g. All shrubs and ornamental trees shall have dead wood and crossing branches removed.
- h. Tip back plants from each other to create separation and thinning of the plant.
- i. The purpose of hand pruning is to enhance and promote natural growth habits while controlling the growth and health of the plant.

#### **6. Soil Amendments & Lawn Fertilization Program (where applicable)**

- a. Contractor will collect and submit soil samples in early spring from each planted area to an independent lab (ex. University of Massachusetts Amherst Soil and Plant Nutrient Laboratory, or similar) in order to determine soil fertility (pH, organic matter content and available plant nutrients) and soil texture. Samples should be submitted to the Public Space and Urban Forestry department of the City at least every 3 years for general care or as needed if required by site observations.
- b. Soil sampling protocol shall follow the instructions from the lab. Samples from various planted areas should be collected and analyzed separately.
- c. Types and amounts of soil amendments and additives should be determined from the laboratory results. Whenever suitable, organic materials should be used. Commonly used organic matter amendments include peat moss, ground bark, saw dust, compost, or manure. The benefits of these types of amendments will be maximized when the material is thoroughly mixed into the soil. When mixing in these amendments, Contractor shall take care not to damage any living tree roots. The City Tree Warden or Deputy Tree Warden shall approve fertilizer/ soil amendment application plans. Email [trees@somervillema.gov](mailto:trees@somervillema.gov) to obtain approval.
- d. Calculate the appropriate amount of fertilizer or other soil amendment to apply to a given area based on the results of the soil test and the nutrient concentration of the material. Do not over apply fertilizer. Any nitrogen-based fertilizer shall be in slow-release or natural organic form. Slow release fertilizer is defined as having more than 50% of the nitrogen in the water insoluble nitrogen form.
- e. Fertilizer and other soil amendments may be applied via liquid soil injection, drill hole, or radial trenching. Always take care not to damage roots during application. In rare circumstances foliar fertilization or tree trunk injection method will be considered, but only with approval by the City Tree Warden or Deputy Tree Warden. Email [trees@somervillema.gov](mailto:trees@somervillema.gov) to obtain approval.
- f. Fertilizer and other soil amendments shall comply with State and Federal Fertilizer Laws.
- g. Lawn fertilization schedule, when applicable based on soil tests.
  - i. Round 1 - (April – May) Apply balance fertilizer at a rate of 1-2 lbs. of Nitrogen per 1,000 sq/ft or as otherwise specified. Apply pre-emergent crab grass control.
  - ii. Round 2 – (June) Apply balance fertilizer at a rate of 1-2 lbs of Nitrogen per 1,000 sq/ft or as otherwise specified. Spot weed control and insect control as required. Grub control as needed.
  - iii. Round 3 – (August) Apply balance fertilizer at a rate of 1-2 lbs of Nitrogen per 1,000 sq/ft or as otherwise specified. Spot weed control, insect control and disease control as needed.
  - iv. Round 4 – (October) Apply balance fertilizer at a rate of 1-2 lbs of Nitrogen per 1,000 sq/ft or as otherwise specified. Broadleaf weed control as needed.
  - v. Round 5 – (Late fall) Apply lime to all turf areas.

## 7. Fall Cleanup

- a. In October and through November during business days and only during the hours of 9am to 5pm as weather permits: rake, vacuum, blow and remove all leaves from property to include: mulch beds, turf areas, around buildings and entrances throughout complex. All material to be disposed of offsite.
- b. Lower mowing height to 2-2 ½", remove all clippings.
- c. Mulched area shall be six feet in diameter around the trunk of the tree, unless otherwise specified by the City Tree Warden or Deputy Tree Warden. Apply a fresh layer of mulch in the spring of each year so that a three-inch layer exists of mulch (after settlement) around trees, tapering towards the trunk. Mulch shall NOT come in contact with the trunk of the plant or the root flare. No mulch should be placed within 2 to 3 inches from the trunk. "Volcano" mulching is strictly prohibited.

## **8. Trash & Debris Cleanup**

- a. Day porter will check all trash cans in park twice daily. Any full trash barrels will be emptied and new liners installed. All trash disposal will be through the trash compactor located at 188 Assembly Park Drive. Recycling will be through the single sort program at 188 Assembly Park Drive.
- b. Day porter will clean all park walkways and plaza hardscape areas utilizing a walk behind electric sweeper once per day M-F. Grass areas will be visually inspected for trash and it will be collected if observed.
- c. Debris deposited by typical weather occurrences shall be cleaned up on scheduled service days.
- d. Major cleanup due to storms, tornadoes, hurricanes, etc. shall be performed as authorized through Time and Materials approved by property management.

## **9. Seasonal Color Beds**

- a. Seasonal annual plantings are permitted but plantings must be on the approved Somerville Pollinator Action Plan species list.
- b. Contractor shall provide a seasonal color change to front beds twice per year, once in the spring (no later than June 21) and once in the fall (no later than Sept 30), using plants that will withstand the season and provide ample color.
- c. Seasonal annual plantings shall not compete with established perennial plantings and only be placed in areas where trees and perennial plantings have not been established.
- d. Contractor shall meet with property manager to discuss the seasonal flowers and plantings on the premises and agree upon the flowers needed to present a full and lush looking bed as per the attached property site plans.
- e. Beds shall be prepared to a depth of 8" - 10" with fertilizer added as necessary.
- f. All flowers shall be planted 8" on center to ensure full bed coverage of the rotation bed.
- g. Contractor shall guarantee plants and flowers and shall replace at no charge, if necessary, except for physical damage or improper watering.

## **10. Snow Removal (upon inclement weather)**

- a. Contractor will arrive 1 hour prior to reported start of snow fall and remain on site throughout the storm.
- b. Contractor will ensure sidewalks are cleared of snow continuously.

- c. Contractor to apply appropriate deicing agent according to hardscaping installer's recommendation.
- d. Contractor will execute cut through of the city plow banks allowing easy access to city roads and walks at all intersections and crosswalk areas.
- e. Snow hauling is scheduled for after the storm and will be considered for any storms exceeding 10".

#### **D. Integrated Pest Management**

- 1. Weeding
  - a. Weeds may need to be removed around trees to reduce competition and improve aesthetics of the site.
  - b. The primary method of weeding be "hand-weeding". However, spray treatment can be applied in areas where the weeding is persistent and reoccurring.
  - c. Weeding in the lawn area will be primarily managed through pre-emergent treatments with additional hand weekend, and spray weeding in the cases of persistent reoccurring problem areas.
- 2. Pest and Rodent Control
  - a. Trees shall be observed for pests.
  - b. When necessary, samples of plant, insect, fungus, or other pests shall be sent to an independent laboratory for identification and treatment recommendations.
  - c. Ensure that the open space remain devoid of rodents by minimizing access to food, water, and shelter. This includes reducing clutter, managing vegetation, and controlling waste effectively. Mechanical traps and other monitoring stations will be placed throughout the park and serviced monthly. Pesticides will only be used if large persistent issues arise and the approach will short in duration, a concisely defined treatment area, and focused on avoiding the general public's exposure to any pesticides.
- 3. Chemicals
  - a. Herbicides, pesticides and other chemicals shall be used in accordance with WELL standard guidelines. An integrated pest management plan will be provided to PSUF for review and approval before the use of Herbicides, pesticides and other chemicals.

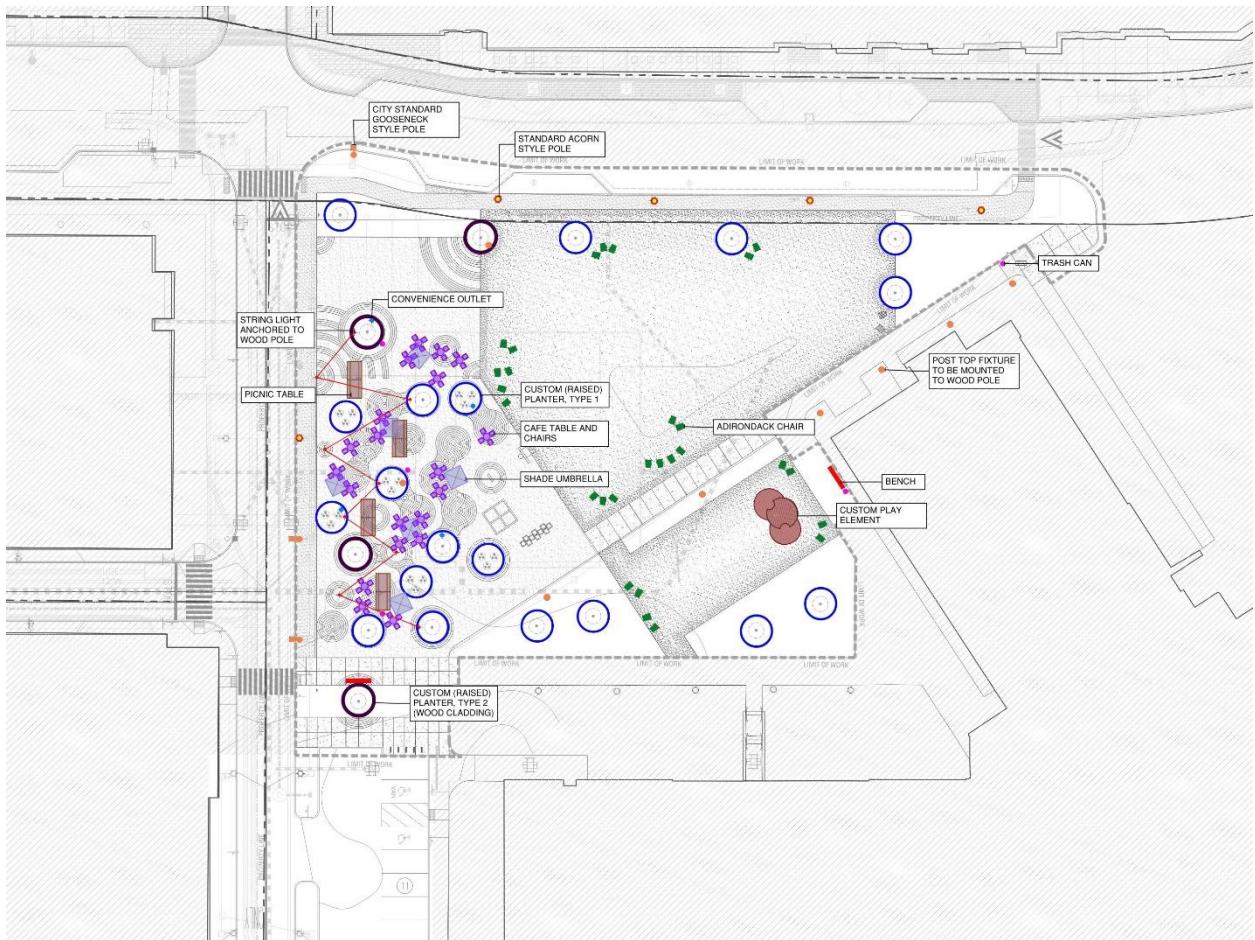
#### **E. Water Service and Irrigation**

The open space includes a drip and spray irrigation systems with separate zones covering: planters (drip), trees (drip), and lawn (spray) areas. The following are the procedures for maintenance of the irrigation system:

- 1. Opening System
  - a. Open water main lines to all valve boxes in each building
  - b. Test each watering zone via controller to ensure they are operating correctly.
  - c. Mark any heads or leaks with marking flags.
  - d. Upon opening completion, form a detailed evaluation of the system and notify management.

- e. All repairs will be performed on time and materials basis
- 2. Closing System
  - a. Remove all water from every line and backflow of the irrigation system using pressurized air.

#### F. Important Feature Areas



1. Turf Play Zone
2. Paved seating area with tree planter grove for shade
3. Main “lawn” zone with Adirondack style seating
4. Permeable asphalt to allow for proper operation of the sand filter storm water retention pond.

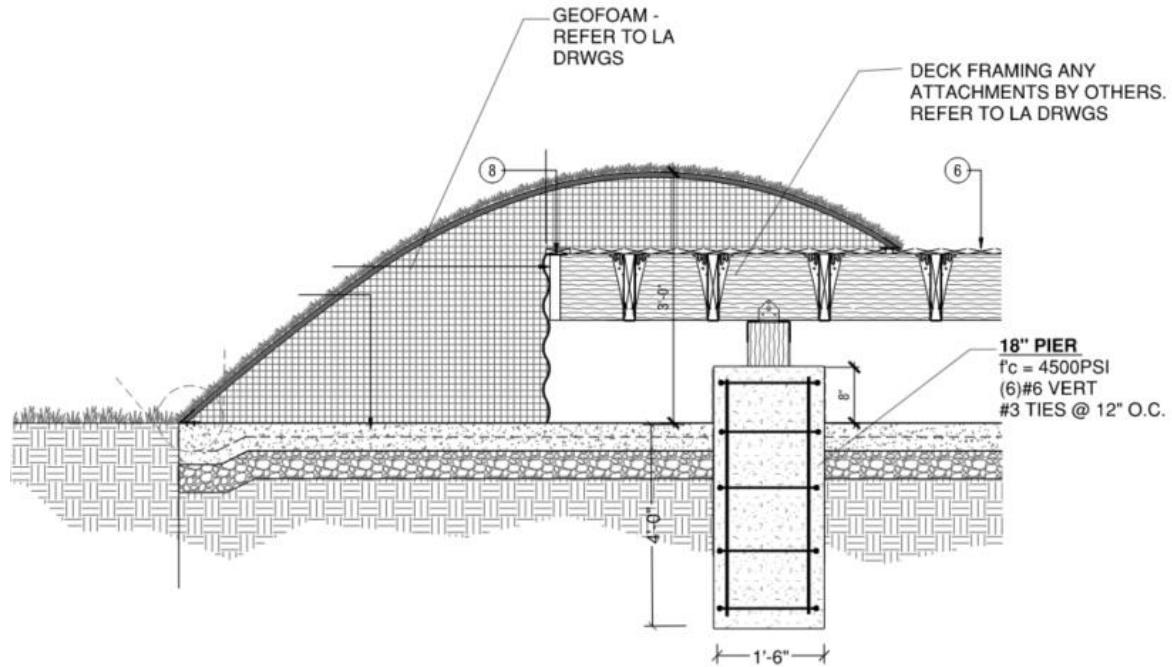
#### G. Replacement of Materials/Plantings

Any shrub, tree, or ornamental plant found to be dead or missing shall be replaced with plant material of identical species at the building property owner's expense. Additional, in the event materials are damaged the owner shall make repairs/replacements at the building property owner's expense.

Material List:

Item	Qty	Product Info	Supplier
PO-01 Graphic Paint	NA		
SF-06 Custom Planter, type 1	19	12' radius culvert	Metal Culverts, Inc.
SF-07 Custom Planter, type 2	4	12' radius culvert; cumaro wood cladding	Metal Culverts, Inc.
SF-11 Custom Play Element	1	Refer to Construction Documents	Custom
SF-12 Convenience Outlet	4	5x5 Hinge Top Outet Box with integral Base (5P18HT-1)	Pedoc
SF-13 Bike Rack	5	Loop Bike Rack – Black	Dero
SF-15 Bench	2	Neoliviano Bench 118" with Back	Landscape Forms
SF-16 Trash Can	5	Universal Litter Stainless 30 Gallon Side Opening	Forms & Surfaces
SF-17 Picnic Table	8	Bond 6ft Teak & Stainless Picnic Table	Country Casual
MF-01 Café Table	20	Parc Center Table 30" Round	Landscape Forms
MF-02 Café Chair	80	Everyday Chair Armless	Landscape Forms
MF-04 Adirondack Chair	30	Loll Americana Lounge Chair	Landscape Forms
MF-05 Shade Umbrella	6	Tucci Ocean Master Max Classic, 10' Square; G-Max Square Triple Stack Combo	Landscape Forms
MF-07 Movable Basketball Hoop	1	Regulation 72 inch portable basketball hoop	Bear Platinum
Type YG1 Post Top Fixture	4	#UR20-192L-30-3K7-5W-UNV-ASQ-BLT-SF	Kim Lighting
Type YS1 String Light	225 LF	#24-Light 48 ft Indoor/Outdoor String Light with S14 Single Filament LED Bulbs	Hampton Bay

## SF-11 Custom Play Element



### 6 SECTION @ PLAY STRUCTURE

1.) COORDINATION LOCATIONS AND DIMENSIONS WITH LANDSCAPE ARCH DRWGS AND PLANTER SUPPLIER.

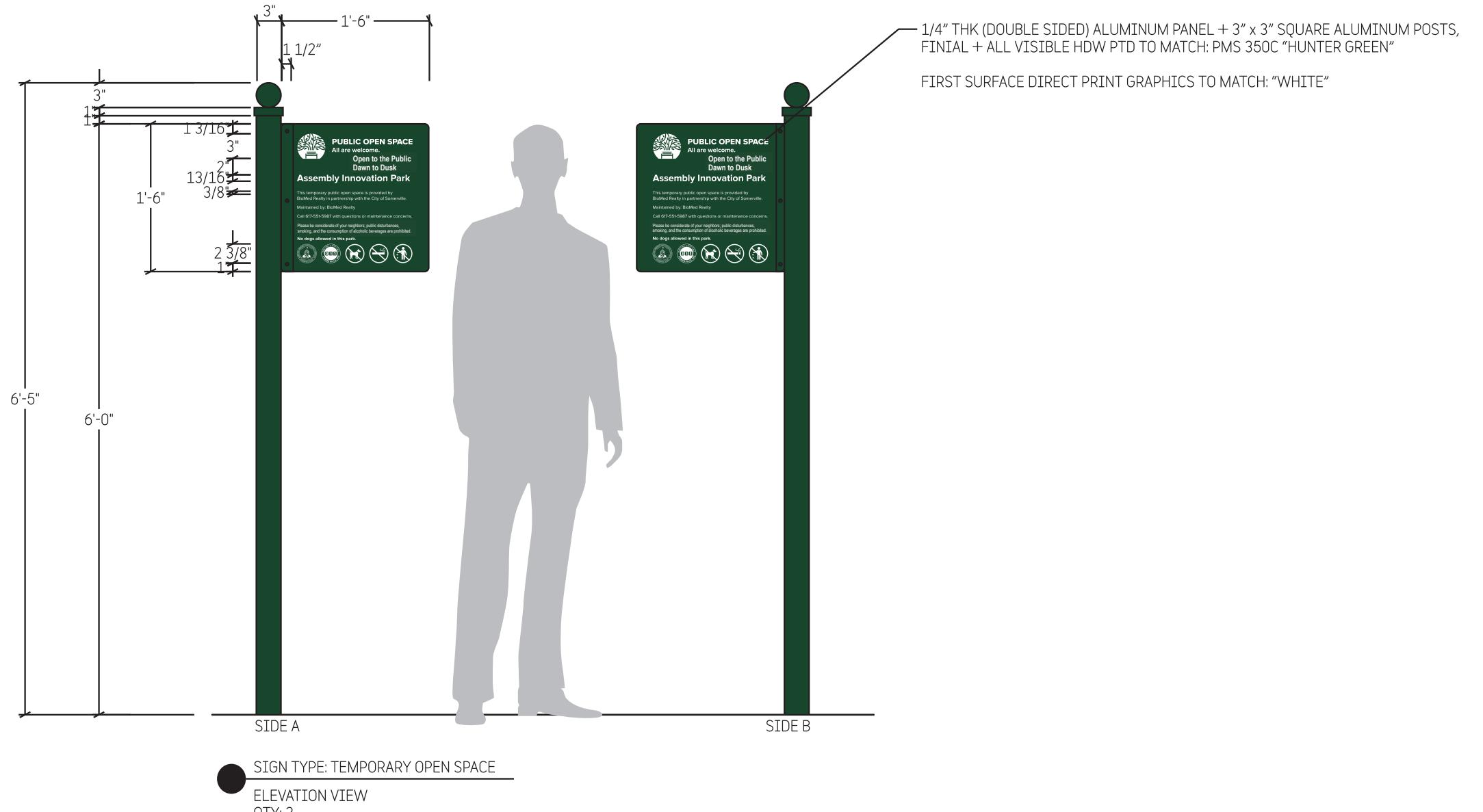
### Planting List:

#### PLANTING SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	QUANTITY	CONDITION	SIZE	SPACING	REMARKS
	QP	QUERCUS PALUSTRIS / PIN OAK	17	BALL & BURLAP	4" CAL.	PER PLAN	STRONG CENTRAL LEADER; BRANCHING CONSISTENT WITH SPECIES; MATCHED SPECIMENS TO BE WRAPPED IN AIR-POT; RE: PLANTING DETAIL 011.7.01T
	BN	BETULA NIGRA / RIVER BIRCH	18	BALL & BURLAP	12'-14' HT	PER PLAN	MULTI-STEM; BRANCHING CONSISTENT WITH SPECIES; MATCHED SPECIMENS TO BE WRAPPED IN AIR-POT; RE: PLANTING DETAIL 011.7.01T
SHRUBS	CODE	BOTANICAL / COMMON NAME	QUANTITY	CONDITION	SIZE	SPACING	REMARKS
	PA 1	20% FESTUCA RUBRA / RED FESCUE 40% SCHIZACHYRIUM SCOPARUM / LITTLE BLUESTEM 40% SPOROBOLUS HETEROLEIPS / PRAIRIE DROPSSEED	3,237	CONTAINER	4" POT	18" O.C.	FULL AND THICK TO BASE; MATCHED SPECIMENS
	PA 2	20% ARONIA MELANOCarpa 'UConnNanji' / GROUNDHUG BLACK CHokeBERRY 20% CLETHRA ALNIFOLIA 'PINK SPIRE' / SWEET PEPPERBUSH 20% VITEA VIRGINICA 'SMNIVAM' / RIZZY MIZZY SWEETSPIRE 40% RHUS AROMATICA 'GRO LOW' / GRO LOW FRAGRANT SUMAC	452	CONTAINER	1 GALLON	18" O.C.	FULL AND THICK TO BASE; MATCHED SPECIMENS
	PA 3	JUNIPERUS HORIZONTALIS 'BAR HARBOR' / BAR HARBOR CREEPING JUNIPER	400	CONTAINER	1 GALLON	18" O.C.	FULL AND THICK TO BASE; MATCHED SPECIMENS
	PA 4	50% PHLEUM GLACIUM 'LITTLE AMETHYST' / LITTLE JULE GRAMA 10% ECHINACEA PURPUREA 'MAGNUS' / PURPLE CONEFLOWER 10% HELENIUM 'FLOROSUM' / PURPLE-HEADED SNEEZEWEEED 10% FRAGARIA VIRGINIANA / WILD STRAWBERRY 10% SOLIDAGO 'LITTLE LEMON' / LITTLE LEMON GOLDENROD 10% MONARDA 'FISTULOSA' / WILD BERGAMOT	192	CONTAINER	4" POT	12" O.C.	FULL AND THICK TO BASE; MATCHED SPECIMENS
	PA 5	RHUS AROMATICA 'GRO-LOW' / FRAGRANT SUMAC	59	CONTAINER	3 GALLON	36" O.C.	FULL AND THICK TO BASE; MATCHED SPECIMENS
	TA	BLUE GRASS / FESCUE SOD		ROLLED			

End of Assembly Innovation Park LMMP

NOTE: PLEASE SEE SHOP DWGS  
FOR FABRICATION & MTD DETAILS

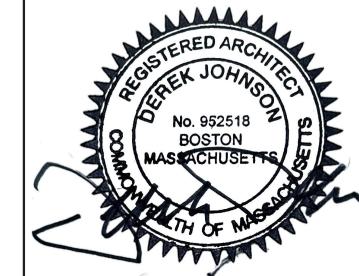


85 Bodwell Street phone 617.542.9620  
Avon, MA 02322 fax 617.951.0777

**Assembly Innovation  
Park, Building A Interior  
& Exterior  
Cambridge, MA**

**TITLE** Sign Type: Temporary  
Open Space

**ISSUE** For Approval  
16 SEP 24  
18 SEP 24



**DRAWN BY** LET

scale: 3/4" = 1' - 0"

(S.T. TOTAL: 3)

Graphic Layout  
27292-

**13**

## EXHIBIT D

### 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) **Comprehensive 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. Grantor shall be named as an additional insured.
- (d) **Professional Liability:** In amounts that are customary and reasonable for the type of work to be performed.

**EXHIBIT E**

**City Council Vote**