

RECORDING INFORMATION AREA

**POCKET PARK ACCESS AND MAINTENANCE AND STORMWATER STORAGE  
TANK EASEMENT**

This POCKET PARK ACCESS AND MAINTENANCE AND STORMWATER STORAGE TANK EASEMENT (this "Agreement") by and between JMC/STM/TGCI UNION SQUARE I LLC, a Massachusetts limited liability company, formerly known as JMC/STM Union Square LLC, with a business address of 100 Grandview Road, Suite 207, Braintree, MA 02184 ("Grantor"), and the CITY OF SOMERVILLE, a Massachusetts body corporate and politic and political subdivision of the Commonwealth of Massachusetts, with an address at 93 Highland Avenue, Somerville, MA 02143 (the "Grantee" or the "City") (each, a "Party", and, collectively, the "Parties").

WITNESSETH:

- A. Reference is hereby made to the certain Decision issued by the Planning Board of the City of Somerville for the parcel known as 346 Somerville Avenue on December 10, 2019, recorded on January 22, 2020 in the Middlesex South Registry of Deeds (the "Registry") in Book 74024 Page 19, and filed on January 22, 2020 in the Middlesex South Registry District of the Land Court (the "Land Court") as Document No. 1834684, in Case number PB# 2019-08 (as the same may be amended from time to time, the "Planning Board Approval") for a mixed-use structure with 94 residential units, ground floor commercial and for a publicly-accessible park at the rear of the lot. Reference is also hereby made to that certain Decision issued by the Zoning Board of Appeals of the City of Somerville (the "ZBA") dated November 20, 2019 and filed with the City Clerk on December 4, 2019, recorded on January 22, 2020 in the Registry in Book 74024, Page 1, and filed on January 22, 2020 in the Land Court as Document No. 1834683, in Case number ZBA #2019-19, (as the same may be amended from time to time, the "ZBA Approval") (the Planning Board Approval and the ZBA Approval are collectively referred to herein as the "Project Approvals").

- B. Grantor owns the property located at 346 Somerville Avenue as more particularly described in **Exhibit A** attached hereto and incorporated by reference (the “**Property**”).
- C. As required by the Project Approvals, Grantor has installed a stormwater storage tank and hereby creates an access easement in favor of the City for maintenance of the underground stormwater storage tank by the City, and hereby creates a public park access easement in favor of the City to provide access to the pocket park by the public in perpetuity.
- D. As required by the Project Approvals, Grantor shall maintain the Pocket Park (as defined below) in perpetuity for the benefit of the public, including the residents of 346 Somerville Ave.
- E. The City has been authorized to accept the Pocket Park access and stormwater storage tank maintenance easements pursuant to a vote of the City Council of Somerville attached hereto as **Exhibit E**.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the City agree as follows:

1. **Public Park Access Easement**. Grantor does hereby grant to the City a non-exclusive, perpetual easement (the “Park Easement”) for the public to gather, pass, and repass, and for passive recreational purposes, subject to and consistent with the terms of this Agreement and all applicable City of Somerville ordinances regarding parks together with others entitled thereto, over the portion of the Property previously improved by Grantor as a pocket park (the “Pocket Park”) and located at the rear of the Property, consisting of approximately 7,081 square feet of land as shown as “PUBLIC PARK ACCESS EASEMENT” (the “Park Easement Area”) on a plan entitled “Lake Street Park Easement Plan,” dated March 28, 2023, prepared by GM2 Associates, and attached hereto and recorded herewith as **Exhibit B**. Use of the Park Easement Area pursuant to the Park Easement shall be subject to reasonable rules and regulations established by Grantor from time to time and approved in writing in advance by Grantee, such approval not to be unreasonably withheld, and shall also be subject to such additional regulations and permitting requirements as may be imposed by the City on the use by the public of the Pocket Park. The initial rules and regulations for use of the Park Easement Area pursuant to the Park Easement have been posted in the Pocket Park by Grantor prior to the execution of this Agreement, and any changes thereto will require the consent of the Grantee pursuant to the preceding sentence,
2. **Drainage System Maintenance Easement**. Grantor grants to the City the non-exclusive, perpetual right and easement to operate, maintain, use, inspect, repair, alter, improve, and replace the underground stormwater storage tank and related drainage system components

(collectively, the “Drainage System”) previously installed by Grantor (the “Drainage System Maintenance Easement”) within the portion of the Property shown as “DRAINAGE SYSTEM MAINTENANCE EASEMENT” (the “Subsurface Drainage Easement Area”) consisting of approximately 4,585 square feet on the “Lake Street Park Easement Plan” referenced in paragraph 1 above and attached hereto and incorporated herein as **Exhibit B**. In connection therewith, the Grantee shall have the right to enter upon and to pass along the portions of the Property located above such Subsurface Drainage Easement Area and to gain access to the Subsurface Drainage Easement Area as from time to time is necessary or appropriate in connection with the use and enjoyment of the easement rights herein granted.

3. **Grantor’s Maintenance Responsibilities.** The Grantor has completed construction of the improvements initially required for the Pocket Park in accordance with the civic space design previously approved by the City, as shown on **Exhibit B-2**. Grantor shall be solely responsible for the maintenance management, inspection, and repair of the Pocket Park and other improvements comprising the civic space features of the Pocket Park, and the Grantee will have no responsibility with respect thereto. Grantor has previously filed with the City a “Landscape Maintenance & Management Plan” (“LMMP”) for the Pocket Park which has been approved by the City and is on file with the City, which plan may be amended and updated as mutually agreed upon by Grantor and Grantee from time to time, and Grantor shall maintain and manage the Pocket Park in accordance with the LMMP a copy of which is attached hereto and made a part hereto as **Exhibit C**. Any replacement of the landscaping or other elements of the Pocket Park shall be as needed at the end of the useful life of the current installations with similar installations unless alternative elements are proposed by Grantor and approved by Grantee, such approval not to be unreasonably withheld or delayed, and an amendment to this Agreement is subsequently recorded containing the updated as built plans. Without limiting the generality of the foregoing, any such maintenance shall be, to the extent practical, planned to permit the continued use of the Pocket Park by the City and the public. Grantor shall perform all such work in a good and workmanlike manner in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (“Laws”).
4. Grantor shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under the Pocket Park Easement Area to): (i) carry commercially reasonable types of insurance and minimum amounts, it being agreed that the requirements listed on **Exhibit D** are commercially reasonable as of the date of this Agreement, and (ii) prior to the commencement of any work which requires the City’s approval pursuant to this Agreement, or otherwise upon request of the City from time to time,, deliver a certificate evidencing the insurance required hereunder and naming the City as an additional insured on Grantor’s general commercial liability and workman’s compensation policies.

5. Grantee's Maintenance Responsibilities. The Drainage System is a City facility operated by the City, and Grantee shall be solely responsible, at its sole cost and expense, for the operation, maintenance, inspection, repair, alteration, improvement and replacement of the Drainage System, and the Grantor will have no responsibility with respect thereto. All such work shall be performed so as to minimize, to the extent reasonably possible, any damage to the landscaping and other improvements in the Pocket Park, and Grantee shall promptly repair at the Grantee's expense any damage to such landscaping or other improvements in the Pocket Park resulting from the operation, maintenance, inspection, repair, alteration, improvement or replacement of the Drainage System. Without limiting the generality of the foregoing, any such work shall be, to the extent practical, planned to permit the continued use of the Pocket Park by Grantor and the public, and, to the extent excavations are performed within the Pocket Park in connection with such work, appropriate measures shall be undertaken by Grantee to prohibit access to such excavated areas by the public and, to the extent feasible, such excavations shall be covered at all times when such work is not actively being performed. Grantee shall be solely responsible for any negligent acts or omissions occurring in connection with the operation, maintenance, inspection, repair, alteration, improvement or replacement of the Drainage System by Grantee or on Grantee's behalf, including without limitation for any personal injury or property damage resulting therefrom. Grantee shall perform all work pursuant to this paragraph 4 in a good and workmanlike manner in accordance with all applicable Laws.
6. City Maintenance Obligations Except as specifically otherwise set forth herein as being Grantor's responsibility, the City shall maintain and repair all public ways adjacent to the Pocket Park, including without limitation, any bike lanes, in accordance with City standards for the maintenance of public ways. The City's said responsibilities are referred to herein collectively as the "City Maintenance Obligations".
7. 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 Grantor 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, Grantor 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.

8. No Agency. Neither Party shall be deemed to be an agent of the other as a result of the Parties entering into, this Agreement, or exercising their rights or performing their obligations under this Agreement.
9. 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.
10. No Third-Party Beneficiaries. None of the duties and obligations of Grantor and the City under this Agreement shall in any way be construed as to create any liability for the Grantor or the City with respect to third parties who are not parties to this Agreement.
11. 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 or to such other address for a Party as may be specified in a notice so given to the other Party:

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

Grantor:           JMC/STM/TGCI Union Square I LLC  
100 Grandview Road, Suite 207  
Braintree, MA 02184  
Attention: Peter Mahoney

12. Recitals. The recitals set forth above are incorporated in and made a part of this Agreement.


13. Successors and Assigns. 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. This Agreement and 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.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
15. Rights of Others. Grantor shall have the right to grant easements to others within the easement areas described herein, including, without limitation, easements for access and for underground transformers and other utilities, provided that such easement rights granted to others do not materially interfere with the exercise of the easement rights granted herein.
16. Estoppel. Upon ten (10) business days' prior notice, given in connection with or in anticipation of the transfer, financing and/or refinancing of any portion of the Property, and otherwise no more than once a year, the City shall provide to Grantor, or Grantor'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.
17. No Personal Liability. No partner, member, shareholder, trustee, beneficiary, director, officer, manager or employee of Grantor, or of any partner or affiliate of such parties, shall have any personal liability under this Agreement. In the event any person obtains a judgment against Grantor in connection with this Agreement, such person's sole recourse shall be to the estate and interest of Grantor in and to its property described herein.
18. Severability. 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.

19. Counterparts. 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.

*[Remainder of page intentionally blank; signature pages follow]*

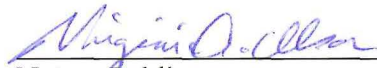
EXECUTED as a sealed instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR: JMC/STM/TGCI UNION SQUARE I LLC

By:   
Name: Peter Mahoney  
Title: Authorized Real Estate Signatory

Commonwealth of Massachusetts )  
 )  
NORFOLK County ) ss.

On this 28<sup>TH</sup> day of FEBRUARY, 2025, before me, the undersigned notary public, personally appeared Peter Mahoney, as Authorized Real Estate Signatory of JMC/STM/TGCI UNION SQUARE I LLC, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of JMC/STM/TGCI UNION SQUARE I LLC.

  
Notary Public  
My Commission Expires: 05-18-2029



Virginia A. Olson  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2029

[Additional signature page follows]



GRANTEE: CITY OF SOMERVILLE

By: Katjana Ballantyne  
Name: Katjana Ballantyne  
Title: Mayor

Commonwealth of Massachusetts )  
 )  
Middlesex County ) ss.

On this 26 day of February, 2025, before me, the undersigned notary public, personally appeared Katjana Ballantyne, Mayor of CITY OF SOMERVILLE, proved to me through satisfactory evidence of identification, which was a [current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of CITY OF SOMERVILLE.

Susan M. Tkaczuk  
Notary Public Susan M. Tkaczuk  
My Commission Expires: 12/27/2030



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Somerville, County of Middlesex, Commonwealth of Massachusetts, described as follows:

**Parcel 1 (Recorded Land)**

The land with the buildings thereon in Somerville, Massachusetts, known as 348-350A Somerville Avenue, shown on "Plan of Land in Somerville, MA, belonging to John Foy", January 20, 1885, W.A. Mason & Son, Surveyor, recorded with Middlesex South District Registry of Deeds in Plan Book 182, Plan 7, bounded;

NORTHEASTERLY by Somerville Avenue, fifty-seven and 5/100 (57.05) feet;

NORTHWESTERLY by land now or late of David C. Ford, one hundred nine and 83/100 (109.83) feet;

SOUTHERLY by land now or late of Hawkins, sixty and 33/100 (60.33) feet; and

EASTERLY by land now or late of Clarkson, eighty and 76/100 (80.76) feet.

Containing 5,669 square feet by plan.

**Parcel 2 (Recorded Land)**

The land in Somerville, Middlesex County, Massachusetts, with the buildings thereon, being numbered 346 Somerville Avenue and being shown on a plan recorded with Middlesex South District Registry of Deeds, Record Book 6853, Page 427 bounded and described as follows:

Beginning at a point on Somerville Avenue at land now or formerly of John Foy; thence running

SOUTHEASTERLY on said Somerville Avenue, forty-five (45) feet to land now or formerly of James Turner; thence running

SOUTHWESTERLY ninety-one and 4/100 (91.04) feet to land now or formerly of Sturtevant; thence running

WESTERLY on said Sturtevant land twenty-five and 74/100 (25.74) feet to land of owners unknown; thence turning and running

NORTHEASTERLY along said land of owners unknown and land now or formerly of John Foy, ninety-seven and 67/100 (97.67) feet to a stake near the old corner of the old building on the premises hereby conveyed; thence still more

NORTHEASTERLY six and 94/100 (6.94) feet to the point of beginning.

Containing 3,466 square feet of land according to said plan.

**Parcel 3 (Registered Land)**

The land in Somerville, Middlesex County, Massachusetts, with the buildings thereon, bounded and described as follows:

SOUTHWESTERLY by Lake Street, thirty-eight and  $43/100$  (38.43) feet;

NORTHWESTERLY sixty-four (64) feet, and

SOUTHWESTERLY thirty-eight and  $12/100$  (38.12) feet, by land now or formerly of Harry E. Pynn;

NORTHWESTERLY by lands now or formerly of Fredalise A. Maurice and Bona Muzzioli, sixty-one and  $28/100$  (61.28) feet;

NORTHEASTERLY by land now or formerly of Charles J. Sarkesian, fifty-three and  $36/100$  (53.36) feet;

SOUTHEASTERLY by land now or formerly of Nellie E. Bremner, twenty-three and  $97/100$  (23.97) feet;

NORTHEASTERLY by lands now or formerly of said Bremner and of Somerville Savings Bank, twenty-seven and  $15/100$  (27.15) feet; and

SOUTHEASTERLY, fifty-one and  $96/100$  (51.96) feet;

NORTHEASTERLY, three and  $48/100$  (3.48) feet;

SOUTHEASTERLY, fifty-six and  $16/100$  (56.16) feet, by lot B as shown on plan hereinafter mentioned.

Said parcel is shown as Lot A on said plan (Plan No. 19125B).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County as Land Court Plan No. 19125B.

**Parcel 4 (Registered Land)**

The land in Somerville, Middlesex County, Massachusetts, with the buildings thereon, bounded and described as follows:

SOUTHERLY by the northerly side of Lake Street, seventy-one and  $45/100$  (71.45) feet;

WESTERLY by land now or formerly of James Kane et al, eighty-one and  $66/100$  (81.66) feet;

NORTHERLY by land now or formerly of Fedele M. Muzzioli, thirty-three and  $33/100$  (33.33) feet;

EASTERLY seventeen and  $66/100$  (17.66) feet,

NORTHERLY thirty-eight and 12/100 (38.12) feet, and

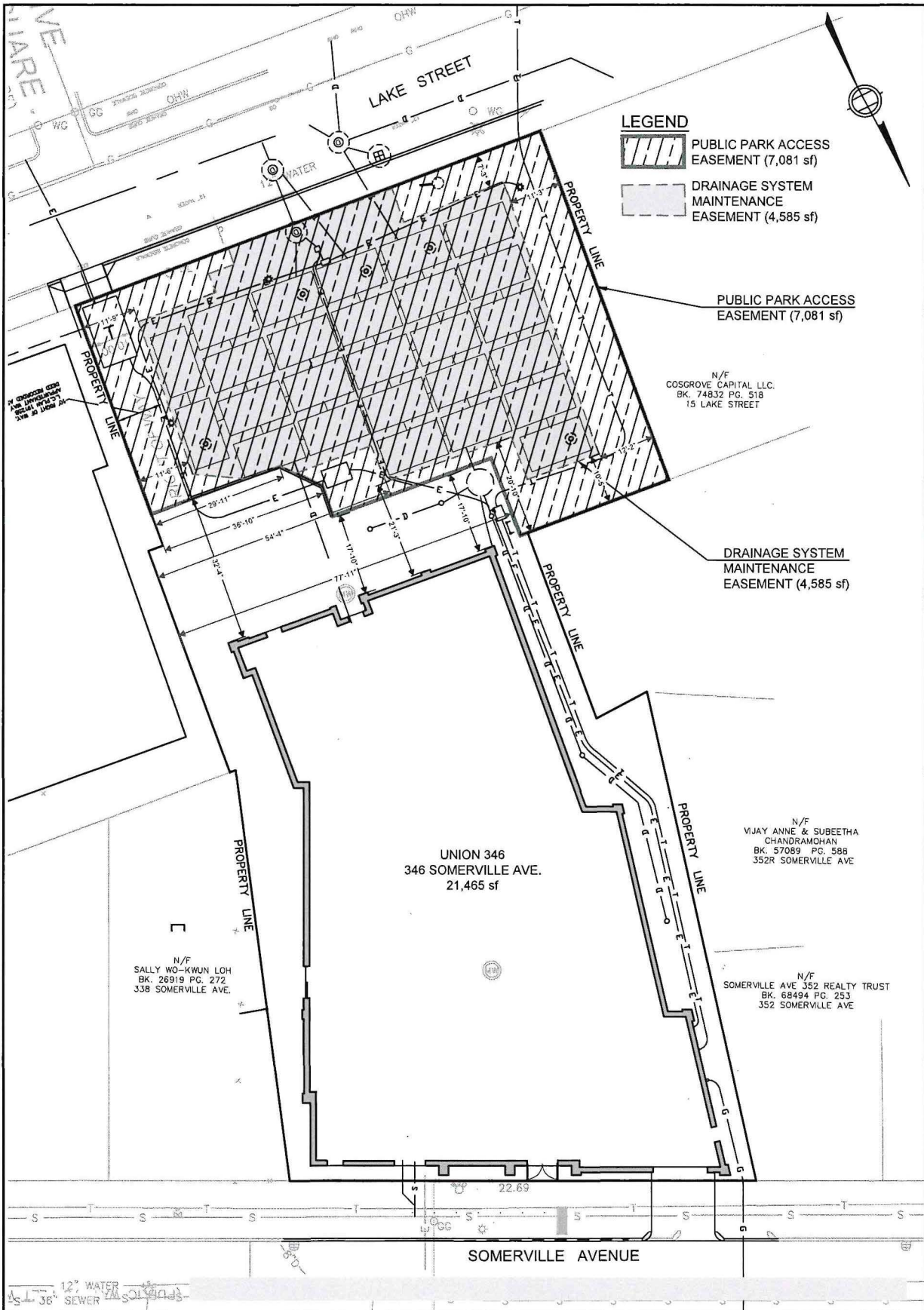
EASTERLY sixty-four (64) feet, by land, now or formerly of Ethel S. Findley et al.

All of said boundaries are determined by the Court to be located as shown as an unnumbered lot on a subdivision plan, as approved by the Court, filed in the land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County as Land Court Plan No. 35122A.

For Grantor's title, see Deed from Palmac Realty Corp. to JMC/STM Union Square LLC dated October 12, 2020, recorded with the Middlesex South District Registry of Deeds in Book 75889, Page 303 and filed with the Middlesex South Registry District of the Land Court as Document No. 1856405 (creating Certificate of Title No. 274402); see also evidence of name change (changing the name of JMC/STM Union Square LLC to JMC/STM/TGCI Union Square I LLC) recorded with said Deeds in Book 78240, Page 154 and filed with said Registry District as Document No. 1887042.

**EXHIBIT B**  
**PLAN SHOWING PARK EASEMENT AREA AND SUBSURFACE DRAINAGE  
EASEMENT AREA**

**[SEE ATTACHED]**

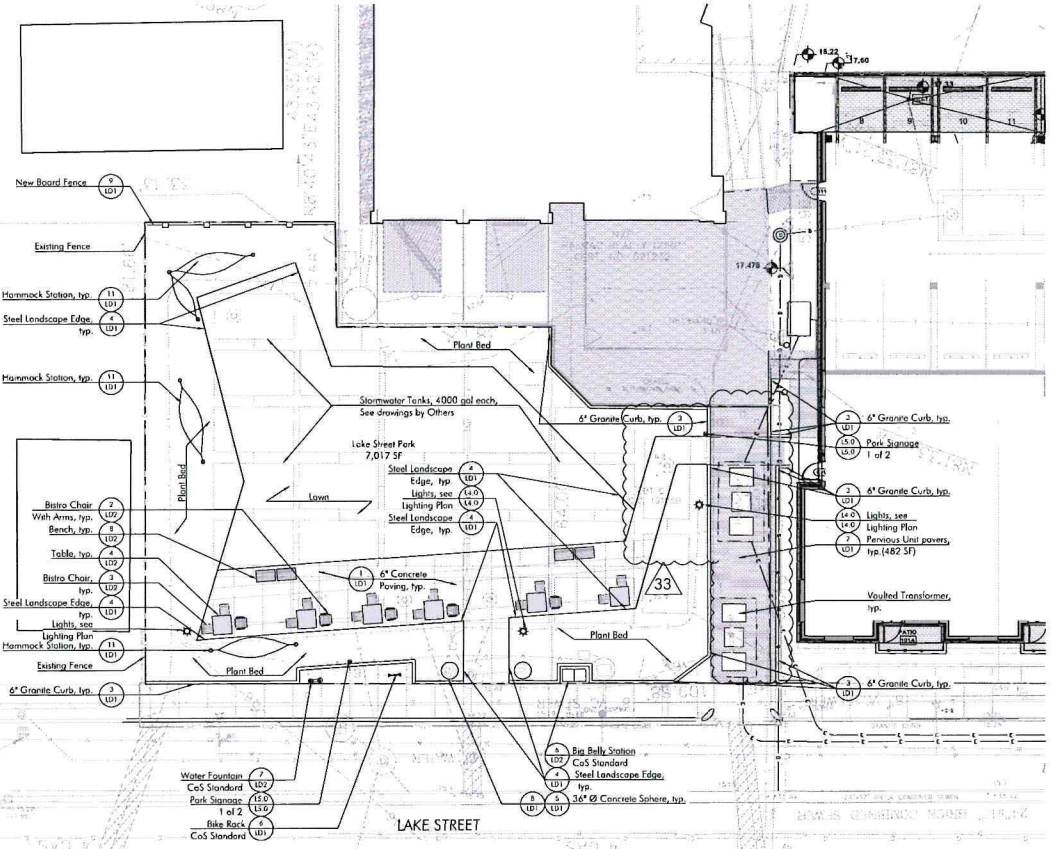


<p><b>LAKE STREET PARK EASEMENT PLAN</b></p> <p>346 SOMERVILLE AVE.</p>	SHEET NAME	SHEET NO.	
	EASEMENT FIGURE	FIG.E1	
			DATE: 3-28-23 SCALE: 1" = 20'

**EXHIBIT B-2**  
**CIVIC PLANS SHOWING POCKET PARK IMPROVEMENTS AND COPY OF  
ACCEPTANCE LETTER**

**[SEE ATTACHED]**

Y:\Lake Street Park\Somerville 346\CAD\Lake\_MAT.dwg



**MATERIAL LEGEND:**

LIMIT OF WORK	
[Symbol]	4" CONCRETE PAVING (101)
[Symbol]	STEEL LANDSCAPE EDGE (101)
[Symbol]	6" GRANITE CURB (101)
[Symbol]	BOARD FENCE (101)
[Symbol]	36" Ø CONCRETE SPHERE (101)
[Symbol]	HAWKOCK STATION POST (101)
[Symbol]	BIKE RACK (101)
[Symbol]	BENCH (105)
[Symbol]	BISTRO CHAIR WITH ARM (105)
[Symbol]	BISTRO CHAIR (105)
[Symbol]	TABLE (105)
[Symbol]	IRRIGATION SLEEVES (SEE SPEC-GANGING)

- LAYOUT AND MATERIALS NOTES**
- Contractor shall lay out paths, walls and site improvements for review by the Architect prior to proceeding with the work. Make adjustments to layout as directed. Provide proposed grades at all corners and site features as directed.
  - All pedestrian walkways and patios on one level plane. Flush condition between all changes in paver/paving styles.
  - The location and size of buried utilities are the result of surface evidence as located by field survey by Design Consultants Inc., Plans of Record - Plans from respective utility companies.
  - The locations of existing underground utilities shown are approximate and have not been independently verified by the Owner or its representatives. The contractor shall field verify the size and exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.
  - Contractor shall verify all conditions in the field and report any discrepancies to the architect prior to starting work.
  - Contractor shall notify digsafe 1-888-dig-safe and verify underground utilities prior to excavation.
  - Contractor is responsible for repairing any damage caused to roads, walks, utilities, site improvements, existing or proposed, damaged by this project.
  - Items indicated as "relocated" are salvaged and stored from existing site to be installed by the general contractor.
  - Provide expansion joints in concrete walks at 20' o.c. and control joints at 5' o.c. as per specifications, unless otherwise noted on drawings.
  - All concrete pads at exterior doors shall be pinned to building foundation, refer to structural drawings.
  - Contractor shall coordinate location of all utilities (lines, ducts, conduits, sleeves, footings, etc.) with locations of proposed landscape elements (walks, tree rootballs, proposed lighting footings, etc). contractor shall report any discrepancies to the architect prior to continuing work.
  - All lines are parallel or perpendicular to lines from which they are measured, unless otherwise noted. dimensions are to face of wall, to face of curb; to edge of pavement; to edge of improvement or as otherwise noted.
  - All pedestrian walkways and patios on one level plane. Flush condition between all changes in paver/paving styles.

**IRRIGATION NOTES**

- Permanet irrigation systems required for all planting areas. Provide irrigation sleeves below hardscape elements to reach all planted areas. See specifications.



Client Group:  
JMC/STM/TGCI  
Union Square



LAKE STREET PARK  
5 Lake Street + 346 Somerville Ave  
Somerville, MA

ISSUED FOR CONSTRUCTION

Project #: Date: 07/29/22  
Drawn By: K. Newell, MA  
Scale: As Noted

Revision:  
33 Bulletin 33  
3382 Bulletin 3382 10/18/22

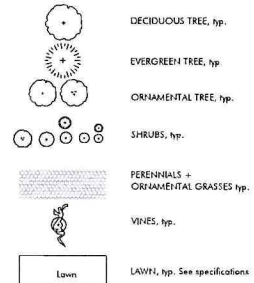
L SERIES  
MATERIALS  
PLAN

L1.0

© Verdant Landscape Architecture



LEGEND: SEE PLANT SCHEDULE



Client Group:  
JMC/STM/TGCI  
Union Square



LAKE STREET PARK  
5 Lake Street + 346 Somerville Ave  
Somerville, MA

ISSUED FOR CONSTRUCTION

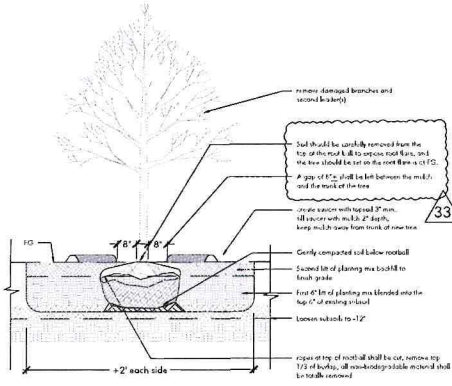
Project #	Date: 07/20/23
Drawn By:	Per: 08/01/23
Scale:	As Shown

Per: 08/01/23  
346 Union Square, 346 Union Square, 346 Union Square

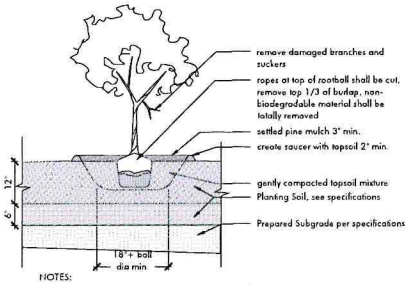
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PLANTING  
PLAN

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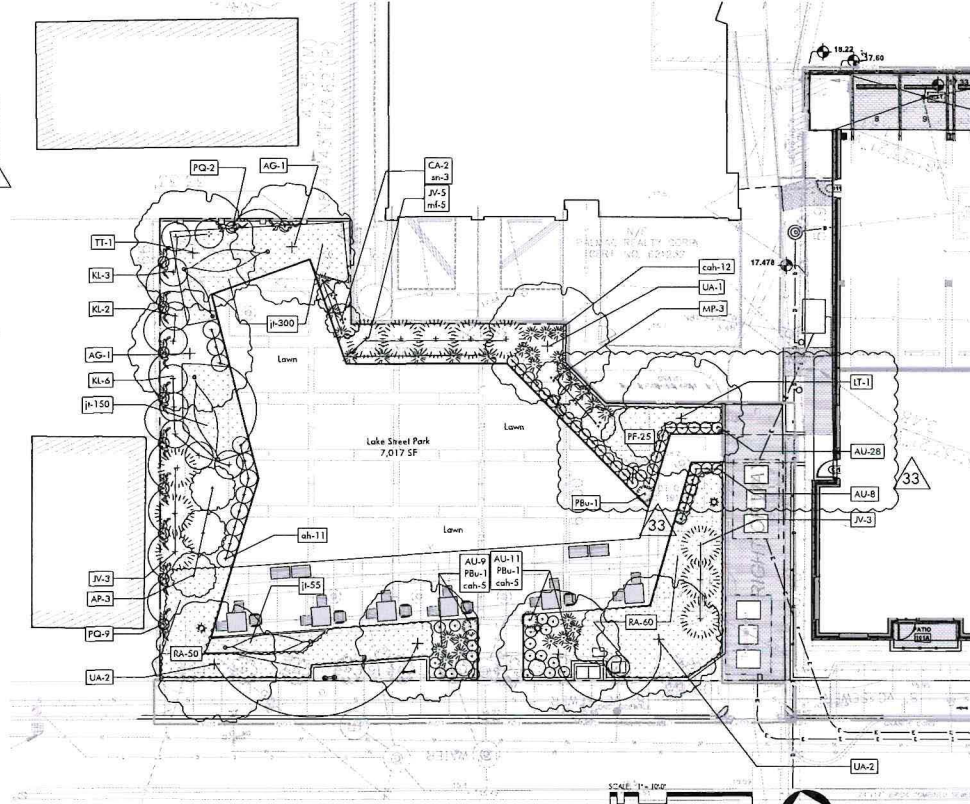
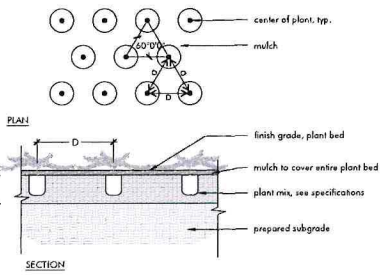
1 Tree Planting  
SCALE: 1/2" = 1'-0"



2 Shrub Planting  
SCALE: 3/4" = 1'-0"



3 Perennial and Ground Cover  
SCALE: 1/2" = 1'-0"



PROBABLE PLANT LIST | LAKE STREET PARK  
KEY CITY LATIN NAME

DECIDUOUS TREES		
AD-2	Acer griseum	Paperbark maple
LT-1	Liriodendron tulipifera	Tuliptree
TL	Tilia tomentosa 'Stinking Silver'	Silver Linden
UA-5	Ulmus americana 'Jefferson'	American Elm
SHRUBS/VINES		
AP-3	Aesculus parviflora	Bottlebrush Buckeye
AU-28	Arctostaphylos uva-ursi	Bearberry
CA-2	Corylus americana	American Highberry
JV-11	Juniperus virginiana	Eastern Red Cedar
KL-9	Kalmia latifolia	Mountain Laurel
NP-3	Nyctaginia peruviana	Bayberry
PQ-11	Parthenocissus quinquefolia	Virginia Creeper
PBU-3	Pinus banksiana 'Uncle Fag'	Uncle Fag Jack Pine
PF-25	Palmetto luficosa 'Abbottwood'	Abbottwood Palmetto
RA-110	Rhus aromatica 'Gro-Low'	Fragrant Sumac
PERENNIALS/GRASSES		
ah-11	Amorpha hirsutis	Blue Star
cah-25	Calamagrostis acutiflora 'Hello Spring'	Helio Spring Feather Reed Grass
cp	Carex pennsylvanica	Pennsylvania sedge
jt-305	Juncus tenuis	Path Rush
ml-3	Monarda fistulosa	Beebalm
rn-3	Rudbeckia hirta	Grey Goldenrod

COMMON NAME	SIZE	NOTES	NATIVE NOTES
Paperbark maple	2'-2.5' cal.	B&B	
Tuliptree	2'-2.5' cal.	B&B	Native MA
Silver Linden	2'-2.5' cal.	B&B	
American Elm	2'-2.5' cal.	B&B	Native MI County
Bottlebrush Buckeye	3/4'		Native MI County
Bearberry	3 gal.	Pot.	Native MA
American Highberry	36' ht.	Pot.	Native MA
Eastern Red Cedar	7-8' ht.	B&B	Native MA
Mountain Laurel	5 gal.	Pot.	Native MA
Bayberry	5 gal.	Pot.	Native MA
Virginia Creeper	3 gal.	Pot.	Native MI County
Uncle Fag Jack Pine	Available		Native Cultivar
Abbottwood Palmetto	2 gal.	Pot.	Space 30' oc
Fragrant Sumac	3 gal.	Pot.	Space 30' oc
Blue Star	2 gal.		Native MI County
Helio Spring Feather Reed Grass	2 gal.		Native MI County
Pennsylvania sedge	1 gal.		Space 18' oc
Path Rush	1 gal.		Space 12' oc City of Somerville Request
Beebalm	2 gal.		Native MI County
Grey Goldenrod	2 gal.		Native MI County

- PLANTING NOTES
- The Landscape Subcontractor shall coordinate with the General Contractor and Site Subcontractor all the requirements for subsoil testing and preparation and testing and placing of approved topsoil and planting soil mixes as described in the specifications. Failure of the site or General Contractor to perform required testing, subsoil and topsoil preparation does not relieve the Landscape Contractor from the requirements of the work as set forth in the specifications.
  - All plant material shall be approved by the Landscape Architect prior to arrival on the site.
  - All plant material shall conform to the American Standard for Nursery Stock established by 'American Hort' americanhort.org
  - No invasive plants as per the Massachusetts Prohibited Plant List shall be used on the site.
  - Plantings shall be installed in such a way that when mature they will remain at least 18 inches away from the structure of the building.
  - No substitution of plant species will be allowed without the written approval of the Landscape Architect. Any proposed substitutions of plant species shall be a plant of equivalent overall form, height and branching habit, flower, leaf and fruit, color and time of bloom.
  - The Contractor shall locate and verify all utility lines locations prior to excavation for tree pits and report any conflicts to the Landscape Architect.
  - All plants shall be placed in their approximate location by the Contractor. The Contractor shall adjust the location as required by the Landscape Architect. Trees shall be placed first, then shrubs, then perennials and last, groundcovers. Final locations must be approved by the Landscape Architect prior to planting.
  - The rootballs of trees: Soil should be carefully removed from the top of the root ball to expose the root flare. Trees should be set so that the root flare is at finished grade.
  - The rootballs of shrubs shall be planted 1" above adjacent finished grade. The rootballs of perennials shall be set at the level at which the plant was growing.
  - All planting to be done under the full time supervision of a certified arborist, nurseryman or licensed Landscape Architect.
  - All plants are to be thoroughly watered after installation, at least twice within the first 24 hours.

- IRRIGATION NOTES
- Permanently irrigation systems required for all planting areas including planters. Provide irrigation sleeves below hardscape elements to reach all planted areas. See specifications.

CITY OF SOMERVILLE, MASSACHUSETTS  
JOSEPH A. CURTATONE  
MAYOR  
*OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT*



THOMAS GALLIGANI  
EXECUTIVE DIRECTOR

LUISA OLIVEIRA, ASLA  
DIRECTOR OF PUBLIC SPACE & URBAN FORESTRY

## **CIVIC SPACE ACCEPTANCE**

**November 29, 2023**

**Applicant Name:** 346 Somerville Ave., LLC.  
**Applicant Address:** P.O. Box 610312, Newton, MA 02461  
**Property Owner Name:** Palmac Realty Corp  
**Property Owner Address:** 346 Somerville Avenue, Somerville, MA 02143

**Description:** Special permit was granted to the 346 Somerville Avenue project to develop 94 units of housing and approximately 7,000 square ft +/- of open space, or Civic Space, on the Lake Street side of the property to become a public park per the December 10, 2019 decision by the Planning Board.

**Civic Space Acceptance:** The Public Space and Urban Forestry department accept the constructed Civic Space, now dedicated as Martha Perry Lowe Park. Condition #13 of the Planning Board decision has been met to the Division's satisfaction. All outstanding work and replacements have been completed as of the site inspection on October 19, 2023 conducted with PSUF, and Nauset Construction Corporation. The applicant is permitted to request final Certificate of Occupancy from Inspectional Services.

Sincerely,

**Cortney Kirk, RLA, ASLA**

**Senior Planner**

**Public Space and Urban Forestry**



**EXHIBIT C**  
**COPY OF LANDSCAPE MAINTENANCE & MANAGEMENT PLAN**

**[SEE ATTACHED]**

**346 Somerville Avenue  
Public Park  
Landscape Maintenance  
& Management Plan**

**May 3, 2023**

## **Table of Contents:**

- A. Owner/Contractor/Maintenance contact Information
- B. Landscape Maintenance and Management Approach
- C. Landscape Maintenance and Management Areas
- D. Landscape Maintenance and Management Service Schedule
- E. Integrated Pest Management
- F. Water Service and Irrigation
- G. Guarantees and Replacement
- H. POPS Signage

## **A. Owner/Contractor/Maintenance Company Contact Information:**

- Property Management Company Maintenance Emergency Line (24Hr): Any maintenance issue that could potentially cause injury, serious property damage, or a threat to health and safety, please dial: (617-941-3782)
- Park users should contact the property management company first to report an issue. If the City receives a 311, the operator will send request or call the property management company.

### **Community Information**

#### **Official Mailing Address:**

Union 346  
346 Somerville Ave  
Somerville, MA 02143  
Phone: 617-996-6785  
Email: [Union346@jmcandco.com](mailto:Union346@jmcandco.com)

#### **Property Manager**

John M. Corcoran & Co.  
Giorsully Coriolan\*  
Phone: 617-996-6785  
Email: [dcooper@jmcandco.com](mailto:dcooper@jmcandco.com)

#### **Property Management**

##### **Office Hours of Operation\***

Mon: 9AM-5PM  
Tues: 9AM-5PM  
Wed: 9AM-5PM  
Thurs: 9AM-5PM  
Fri: 9AM-5PM  
Sat: 9AM-5PM  
Sun: Closed

#### **Maintenance Manager**

John M. Corcoran & Co.  
Francisco Dorosario\*  
Phone: 617-404-1601  
Email: [FDorosario@Jmcandco.com](mailto:FDorosario@Jmcandco.com)

*\*Note that property management and maintenance staff personnel are subject to change. Hours of operation are also subject to change.*

## **Contractors for Ongoing Maintenance**

*\*Please note: All contractors are subject to change at the Owner's sole discretion*

### **Snow Removal**

Millennium Maintenance & Power Sweeping, Inc.  
PO Box 383  
Medford, MA 02155  
781-395-1200

### **Lawn Care**

TruGreen Lawn Care  
20 Raffaele Rd.  
Plymouth, MA 02360  
508-747-6925

### **Trash Removal**

TBD Private Contractor

### **Pest Control**

Waltham Pest Services  
226 Lowell St.  
Wilmington, MA 01887  
978-657-0931

### **Water Service & Irrigation**

TBD Private Contractor

### **Landscape Maintenance**

TBD Private Contractor

## **Contractors for Original Construction Phase**

*\*Please note: All contractors are subject to change at the Owner's sole discretion*

### **General Contractor**

Nauset Construction Corporation  
10 Kearney Rd #307  
Needham Heights, MA 02494  
781-453-2220

### **Electrical**

M.L Schmidt Electric  
371 Taylor St.  
Springfield, MA 01105  
413-733-7868

### **Landscaping & Irrigation**

Hynes Landscaping  
118 Cushing St.  
Stoughton, MA 02072  
781-356-3311

### **Plumbing**

Corso Plumbing  
Auburn St.  
Haverhill, MA 01830  
978-621-1566

## **B. Landscape Management Approach:**

This plan outlines the quality standards required to provide an attractive and safe public park for the community of Somerville and it will aim to ensure short and longer-term maintenance of the park. The plan will include:

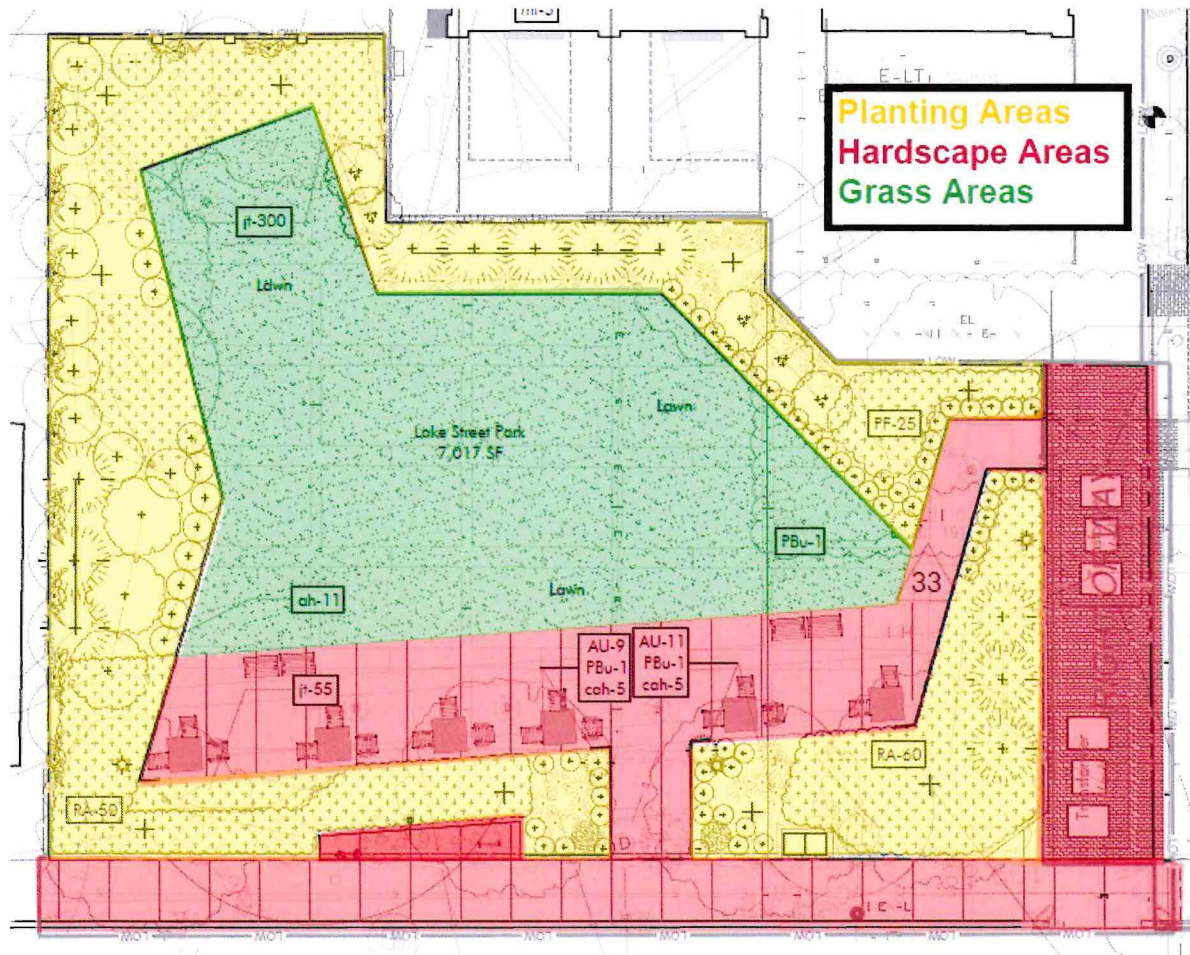
- Detailed maintenance schedule(s) to protect evergreen trees, shrubs, perennials, turf as well as native, and wildlife friendly plantings.
- The maintenance of hardscapes such as concrete, permeable pavers, 6" granite curb, steel landscape edging, benches, chairs, tables, bollards, trash receptacle/recycling, water fountain, bike racks and hammock posts. Maintenance and Property Staff will be responsible for the day-to-day upkeep and visual inspections, such as identifying any cracking or buckling of the permeable pavers and maintaining a clean area for the community.
- Board fencing will be installed to match existing fencing and block sight lines, absorb noise, and allow for appropriate circulation and use of the park area
- Snow Removal: all hardscape areas will be cleared and treated as soon as reasonably possible in a snow event.

- A Big Belly + SmartBelly Double Station with a foot pedal will be located in the public park per City of Somerville Standards. The privately contracted Trash Removal Vendor will be responsible for upkeep of the Bigbelly station and removal off site.

### C. Landscape Management Areas:

Please see the areas highlighted in the colors noted in the following plans:

- Planting Areas: Highlighted in **YELLOW**
- Hardscape Areas: Highlighted in **RED**
- Grass Areas: Highlighted in **GREEN**





## **D. Landscape Maintenance & Management Service Schedule:**

### **Spring Cleanup:**

1. All debris will be removed and deposited off site; no debris will be dumped on site.
2. All lawn areas, especially around curbing and lawn areas where snow was stored are to be swept free of sand either by hand or with mechanical sweepers.
3. All spring cleanup work including street sweeping and mulching is to be completed by April 15<sup>th</sup>, weather permitting.
4. Blow off and/or sweep all walkways and entrances to all buildings and all hard surface areas including site perimeters, walkways, and hard surfaces. Included is the sidewalk and street curbing surrounding the property. **All leaf blowing activities shall be in accordance with the City Leaf Blowing Ordinance. The Commercial Leaf Blower Operator must seek approval from The City of Somerville Inspectional Services Department by applying on the CitizenServe Portal.**
5. Thoroughly clean out all raised shrub planters of debris and weeds.
6. Hand edge all tree and shrub beds, removing disturbed soil from beds. No soil from edging operations is to be left in the beds and covered over with mulch. (Please note: Contractor is also to perform a mid-season hand edging of all beds – see mowing specifications #2a.) Damage to irrigation systems during this process is the contractor’s responsibility.
7. Rake out all lawn areas, shrub beds and under tree groupings of all paper, leaves, weeds, debris, and broken limbs.
8. Remove all dead, broken or snow damaged branches from all shrubs and ornamental trees less than 8’ in height.
9. Remove all debris and weeds from foundation shrub beds remaining from the previous season.
10. Ornamental grasses should be cut to 6” from the ground and perennials cut to ground level in the spring (not the fall).
11. Spring cleanup work is performed between the hours of 8:00 AM and 5:00 PM, Monday through Friday only.
12. Mechanically edge all lawn areas along walkways and hard surface areas throughout the site. (Please note: Contractor is also to perform a mid-season mechanical edging of all beds – see mowing specifications #2.)
13. **Mulch:**
  - Installation of mulch should not exceed (2) two inches in depth. Only “Spruce Blend” natural mix purchased through MB Bark in Maine will be applied.
  - Mulch will be installed annually after the completion of spring clean-up.
  - Contractors spreading mulch are to follow state guidelines outlining the application of bark mulch near combustible building materials. The contractor is required to obtain and read the Massachusetts State bark mulch guidelines produced by the Department of Fire Service.

### **Fall Cleanup:**

Fall Cleanup is defined as the autumn cleaning of the grounds, beginning with lawn leaf removal in mid-fall, (prior to weekly mowing of lawns). Included in the fall cleanup is one final property cleanup beginning when over 90% or more of the leaves have fallen from the trees, typically occurring between the dates of November 1 and December 1.

1. All lawns and foundation beds are to be cleaned of fallen leaves and debris. Some leaves shall be left in place in the shrub and tree beds for the winter for insect and bird winter use. Included in the fall cleanup is the guarantee that all leaves along any surrounding wooded area are blown at least 5 feet in from the edges of all lawn areas.

2. Cutting back of perennial and ornamental grasses shall occur in the spring (not fall) to allow pollinators and other insects a place to stay for the winter. In addition, some plant species, seeds and stems are food and shelter for birds.
2. Fall cleanup includes the blowing-off and/or raking of all leaves from walkways, driveways, and all site hard surface areas.
3. Fall cleanup is to occur between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
4. No leaves are to be deposited on site. All disposal of all leaves and debris is to be made off site in approved locations.
5. Work is to be completed between the dates of October 15 and November 20, with one final lawn mowing scheduled for the site after the final fall cleanup.

## **Turf Care:**

### **Mowing Specifications**

1. All grass clippings are to be bagged weekly and deposited off site.
2. All lawn edges along the hard surface areas of walkways and curbing are to be mechanically edged once during the mowing season between the first week in July and first week in August. (Please note: mechanical edging is also performed as part of the spring cleanup)
- 2a. All shrub beds and tree wells are to be hand edged once during the mowing season between the first week in July and the first week in August. (Please note hand edging of all beds is also performed as part of the spring cleanup). In addition, plant beds with shrubs, perennials, and trees are to be hand weeded and no one should maintain these areas with a string trimmer (weed-whacker) or other mechanical devices to ensure that under-story plants are not compromised.
3. All lawn edges including shrub beds are to be string trimmed once per week with care being taken to not scalp the lawns, and to trim those areas at the same height as the mowed grass. Trimming care is to be taken so as to not girdle the stems of shrubs, trees, fencing and signage. Plant beds with shrubs, perennials, and trees are to be hand weeded and no one should maintain these areas with a string trimmer (weed-whacker) or other mechanical devices to ensure that under-story plants are not compromised.
4. All trash on lawn areas is to be picked up by contractor prior to weekly mowing.
5. All hardscape areas are to be blown off with a leaf blower after each mowing.
6. Any damage to the site or resident property by the mowing crew is to be brought to the attention of the on-site staff immediately after the incident occurs or before the contractor leaves the site for the day.
7. Grass mowing height will be 2" to 2 ½" for the entire season.
8. If the contractor damages sprinkler heads, it will be the responsibility of that contractor to replace the heads at no cost to the site.
9. Included in the weekly mowing, the contractor must trim, as needed, all tall weeds and grass growing in between the following areas: curbing, asphalt, sidewalk, sidewalk curbing, public ways adjacent to the site, including all drives.
10. Lawns are to be mowed every 7 days. Approximately 26 maintenance visits per season.
11. The contractor will mow the lawn with sharpened blades. The site requires that all mower blades be sharpened prior to each weekly mowing.

### **Aeration & Overseeding:**

The turf will be Aerated every fall. Overseeding will be completed, if necessary, and as determined by the property management company and contracted vendors.

## **Plant Care:**

Description of Services Plant Health Care Recommendations:

1. Bio-stimulant Application - Early season. Treat soils within the critical root zone 460.00 (typically within the dripline) of (3) American Beech, (5) American Elms, and (1) Tuliptree with an organic liquid blend of humic acids, kelp extract and natural compounds to enhance soil structure, microbial activity and nutrient availability.
2. Bio-stimulant Application - Mid-season. Treat soils within the critical root zone 460.00 (typically within the dripline) of (3) American Beech, (5) American Elms, and (1) Tuliptree with an organic liquid blend of humic acids, kelp extract and natural compounds to enhance soil structure, microbial activity and nutrient availability.
3. Bio-stimulant Application - Late season. Treat soils within the critical root zone 460.00 (typically within the dripline) of (3) American Beech, (5) American Elms, and (1) Tuliptree with an organic liquid blend of humic acids, kelp extract and natural compounds to enhance soil structure, microbial activity and nutrient availability.
4. Plant beds with shrubs, perennials, and trees are to be hand weeded and no one should maintain these areas with a string trimmer (weed-whacker) or other mechanical devices to ensure that under-story plants are not compromised. Bi-weekly hand weeding of the shrub and perennial beds shall be performed to ensure noxious weeds do not get established in these areas.

### **Pruning:**

Trees and shrubs will be evaluated three times during the growing season and pruning will be done based on the needs determined in the evaluations.

- Pruning of trees and shrubs will be done on an as needed basis.
- Tree and shrub pruning will be done to keep the plants natural appearance.
- No gas-powered shears will be used on broad leaf trees or shrubs.

### **Lawn Care:**

**General Requirements – All applications of lawn chemicals are to be made by a state licensed applicator.**

1. Lawn care company must submit a Certificate of Insurance which has the proper Pollution Liability Insurance i.e., Pesticide/herbicide Insurance which is different than contractor general liability insurance.
2. S.D.S. sheets for all chemicals to be used on the site by the lawn care contractor must be provided to the site office upon acceptance of the contract.
3. No lawn chemical application is to be applied to the property on Fridays or Saturdays.
4. Lawn care contractor response time for service calls is to be within 24 hours.
5. The lawn care company is required to visit the site once within 21 days after each application to assess the effectiveness of the application and to spot treat problem areas as needed at no additional cost to the owner.
6. The site is to be pre-notified at least three days prior to each scheduled application by the lawn care company.
7. Two emergency phone numbers for contracted Landscaper and Lawn Care Vendors respectively are to be left with the site office.

A minimum of four applications are to be applied in the period of April 1 through November 1. The Lawn Program should consist of approximately 4 to 5 lbs. of Nitrogen per 1,000 sq. ft. as determined by the results of a composite soil sample taken from the site. The program will also consist of the following:

- **Round 1 /April–** Balanced fertilizer with full rate pre-emergent crabgrass control – timing of application is to be completed before the Forsythia flowers pass.

- **Round 2 /May**– Grub control and liquid broadleaf weed control when temperatures and weather are optimum, and plants are actively growing. (Timing may, if necessary, coincide with the second application)
- **Round 3 /June**– Balanced fertilizer with a minimum of 100% slow-release nitrogen content, surface insect control, broadleaf weed control as needed.
- **Round 4/ July**– Granular, balanced slow-release fertilizer, 100% slow release. Spot treat weeds and insects as needed.
- **Round 5/ July**- Grub Control
- **Lime/ September** – Granular balanced fertilizer, weed control as needed, palletized limestone applied at a maintenance level of between 12 and 15 lbs. Per 1,000 sq. ft.

**Note: All chemicals will be applied according to label recommendations**

The contractor must provide a soil analysis to the property on a yearly basis. The analysis will show any nutrient deficiencies that can be corrected during the season.

- Fertilizer, Weed, insect and diseases control for turf
- General IPM steps and methods

## **E. Integrated Pest Management**

- Disease and Insect control for trees/ shrubs to be performed by a certified arborist. Program will consist of the following-
  1. April/May Tree and shrub fertilization is performed once every spring. Delivery method will be root injection or root collar drenching. Fertilizers will be Carbon based with low/No Nitrogen levels.
  2. Insect and disease control monitoring will be done on 20-day intervals from April to September. During monitoring disease and insect issues will be treated with appropriate controls. Low impact controls are encouraged such as horticultural oils and insecticidal soaps. If necessary, high impact products can be used through trunk injection only.
- Exterior rodent bait stations will be installed in strategic locations along the entire exterior perimeter. All exterior bait stations will be inspected and re-baited in a frequency recommended by the pest company based on activity.

## **F. Water Service & Irrigation**

Initial construction of the system will be done in a design-build manner and the subcontractor will provide irrigation recommended procedures including annual and periodic inspections, winterization, etc.

1. Spring Irrigation start up- Start system, program irrigation controller, test system, make necessary repairs and adjustments to coverage areas.
2. Mid-season evaluation (July)- Make adjustments to controller, drip zones and coverage areas.
3. Winterization (Late October)- Using compressed air removes all water from backflow, valves, lines, and water features. Close water feed and place controller in "Off" position. This includes the winterization of the Public Park water fountain.

## G. Guarantees and Replacement

The General Contractor will provide a 1-year warranty of all park items that fail as a result of faulty equipment or workmanship, but they will not be responsible for any theft, damage, or negligent misuse of the park and its features.

The removal or replacement of trees that are considered "in hazardous condition" will be replanted with a tree(s) that equals the total caliper inches as the diameter of the tree(s) removed and will be done so per the Somerville Tree Preservation Ordinance.

### Site Furnishing and Feature Manufacturer Reference Log:

Item Description	Quantity	Product Manufacturer	Specifications, Details & Notes
Drinking Fountain	1	Halsey Taylor	Endura II - Model 4420BF1U with Bottle Filler + Bubbler Color: Evergreen (EVG)
Park Site Lighting Fixtures	2	Electrix Illumination	Lighting Rep: Apex Lighting Solutions Model: Meyer Monospot 2 - High Powered LED Floodlight with pole mount 120-277V Integral Driver 14W high performance LED module in 3000K and 4000K/ 80+ CRI 3 Year Limited Warranty Color: Black Light Post shown mounted on 16ft pole, with the bottom-of-fixture @ ~15ft., The two outer fixtures are tilted up 45degrees, from nadir. The middle fixture is only tilted up 25degrees.
	1	Electrix Illumination	Lighting Rep: Apex Lighting Solutions Model: Meyer Monospot 3 - High Powered LED Floodlight with pole mount 120-277V Integral Driver 1 x 28W high performance LED module in 3000K and 4000K/ 80+ CRI 3 Year Limited Warranty Color: Black Light Post shown mounted on 16ft pole, with the bottom-of-fixture @ ~15ft., The two outer fixtures are tilted up 45degrees, from nadir. The middle fixture is only tilted up 25degrees.
Bike Racks	1	Dero Bike Racks	Model: "Hoop" Color: Black Powder coat Finish
Site Furniture - Chair with Arms	5	DuMor	Model: Chair 481 (481-20HS) Color: Textured Black
Site Furniture - Chair without Arms	12	DuMor	Model: Chair 481 No Arms (481-20NA) Color: Textured Black
Site Furniture - Table	6	Landscape Forms	Morrison Table 40" x 40" x 31" ht. Finish color: Textured Black
Site Furniture - Bench	4	DuMor	Bench 481 (481-40HSNA) Finish color: Textured Black
Hammock Posts	7	Custom	8" Galvanized Steel Pipe, Schedule 40, .65" inside diameter 304. Stainless Steel Eyelet both ends and rod through Post, 650 lbs. capacity ea.
Concrete Spheres	2	Wausau Tile	Model: TF6101 by 36" Concrete Sphere Anchoring Option B: 4" x 14" Core
Big Belly Trash & Recycling Station	1	Bigbelly	Model: BigBelly with Single Stream Recycling Unit. (73.7"Wx25.9"Dx50.4"H) Bottle/Can opening: 5" diameter, Paper Opening: 1.75" x 12"
Permeable Brick Pavers		Pine Hall Brick	Model: StormPave Permeable Pavers Colors: Pinehall full range stormpave 4x8x2 ¼" Aggregate material shall be crushed, angular stone and free of fines
Concrete Pavement		Hynes Landscaping	6" thick or as required for utility, curb cuts or bike racks. Medium broom finish perpendicular longitudinal direction of pavement Tooled edges and joints. Dowels required at expansion joints. Reference Details 1, 2, and 3 on Verdant Landscape Architecture Sheet LD1 from Bulletin 33R2 (10/31/2022)
Park Signage	2	City of Somerville Specifications	Reference CoS approved signage proofs. Signs fabricated by SRP Sign Corporation (based in Somerville)
Vinyl Board Fence		Illusions Vinyl Fence	Posts: 5" x 5" - .140 WALL Post Caps: New England - V55NE Panels: 6' - Model V300-6 Solid Tongue and Groove Color: White

## **H. Public Open Space Signage**

The public park will display (2) flag signs at each entry point that will be pole mounted and will include the park name and Civic Space Regulations developed by PSUF and The Memorialization Committee.

**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**  
**CERTIFIED CITY COUNCIL VOTE**

**[SEE ATTACHED]**