

**BOSTON PROPERTIES LIMITED PARTNERSHIP**  
**c/o Boston Properties, Inc.**  
**800 Boylston Street, Suite 1900**  
**Boston, Massachusetts 02199**

February 22, 2012

Mr. Robert Healy  
City Manager  
City of Cambridge  
795 Massachusetts Avenue  
Cambridge, Massachusetts 02139

Re: Cambridge Center

Dear City Manager Healy:

This letter is to respectfully request that the modification of the two open space restriction covenants described below be placed on the City Manager's Agenda for transmittal to the City Council at the meeting scheduled for February 27, 2012.

This request is being made in order to allow for the construction of a new connector building containing approximately 25,000 square feet of gross floor area between the existing buildings located at Four and Five Cambridge Center. As will be discussed in greater detail below, the construction of this new connector building will require the modification of two existing open space covenants, resulting in an 18,147 square foot reduction of the public open space created by those covenants. However, the term of these covenants would be extended in connection with these modifications for an additional 28 years from the current expiration date of 2022 until 2050. In addition, a new 47,000 square foot urban park would be created as part of this process pursuant to an open space covenant with a duration of 40 years, for a net gain of 28,853 square feet of public open space in the Cambridge Center area.

By way of background, Four and Five Cambridge Center are part of Boston Properties' Cambridge Center development,<sup>1</sup> which began in 1979 when Boston Properties was designated as the "developer of record" for a portion of the Kendall Square Urban Renewal Area under the Kendall Square Urban Renewal Plan. The Urban Renewal Plan was adopted by the City of Cambridge in 1965 in order to facilitate redevelopment within the 42-acre project area and

---

<sup>1</sup> Four Cambridge Center is owned by BP Four CC LLC, an affiliate of Boston Properties Limited Partnership. Five Cambridge Center is owned by BP Five CC LLC, also an affiliate of Boston Properties Limited Partnership.

eliminate the blighted conditions and urban decay that had previously characterized the area. In furtherance of that goal, the City adopted Article 14 of the Cambridge Zoning Ordinance to specifically govern land use and development within the so-called “Mixed-Use Development (MXD) District of the Urban Renewal Area (a plan showing the MXD District as provided in Article 14 of the Zoning Ordinance is attached hereto as Exhibit A) in which the Cambridge Center development is located. Since its original designation in 1979, Boston Properties has completed a total of fourteen buildings and three parking garages within Cambridge Center as part of a master planning effort with the Cambridge Redevelopment Authority, with input from the City Council, Planning Board, Community Development Department and other municipal boards and neighborhood groups. The Cambridge Center development is shown on Exhibit B attached hereto.

The construction of the connector building that is the subject of this letter request is part of a larger project being undertaken in connection with the leasing of approximately 300,000 square feet to Google, Inc. in the buildings located at Three, Four and Five Cambridge Center.<sup>2</sup> Google is currently a tenant at Three and Five Cambridge Center, but has outgrown its existing space and is looking to create an urban campus configured in a manner to facilitate its work processes, enhance its unique culture and help attract the best candidates for its workforce. The ability to expand into Four Cambridge Center and connect Google’s leased premises in the three buildings is an essential component of Google’s campus plan, without which Google has indicated that it will have to look elsewhere to meet its space needs. We believe that our ability to retain Google will have significant benefits for the City of Cambridge and its residents, businesses and other community organizations. Google is of course an innovative technology company that is a natural fit in the knowledge-based economy of Cambridge, but at the same time offers an element of economic diversity at a time when much of the City’s commercial growth has relied on the biotechnology sector. In addition, Google has been an active participant in the Kendall Square business community and has been involved with the promotion of science, technology, engineering and math (STEM) education in Cambridge schools. In short, Google is a valuable corporate citizen and is a key contributor to the atmosphere of excitement and progress that exists in Kendall Square today. It is our hope that the growth of Google in Cambridge will enable the City to realize economic and community benefits for many years to come.

In addition to being located on the Four and Five Cambridge Center properties themselves, a portion of the connector building between Four and Five Cambridge Center would be constructed over the existing garage facility known as the Cambridge Center East Garage.<sup>3</sup>

---

<sup>2</sup> Three Cambridge Center is owned by Three Cambridge Center Trust, of which Boston Properties Limited Partnership is the sole beneficiary.

<sup>3</sup> The Cambridge Center East Garage is located on property owned by Two Cambridge Center Trust, of which Boston Properties Limited Partnership is the sole beneficiary. Two Cambridge Center Trust ground leases the garage site to BP East Garage LLC, an affiliate of Boston Properties Limited Partnership.

The location of the connector building is shown on Exhibit C attached to this letter. The Four Cambridge Center property is subject to an Open Space Restriction Covenant dated August 6, 1982 and recorded with the Middlesex South District Registry of Deed in Book 14692, Page 111 (the “Four CC Covenant”), a copy of which is attached to this letter as Exhibit D. The East Garage property is subject to an Open Space Restriction Covenant No. 2 dated September 25, 1986 and recorded with the Registry in Book 17438, Page 57 (the “East Garage Covenant”), a copy of which is attached to this letter as Exhibit E. The Four CC Covenant and the East Garage Covenant are sometimes hereinafter referred to collectively as the “Covenants.” The Covenants were put in place in order to comply with the provisions of Section 14.42 of the Zoning Ordinance, which requires that a minimum of 100,000 square feet be reserved or designated as public open space for public use and enjoyment within the MXD District. Section 14.42 specifies a number of methods for creating the requisite amount of open space, including “dedication, by covenant or comparable legal instrument, to the community use of the residents, lessees and visitors to the District for reasonable amounts of time on a regular basis.”

As shown on Exhibit C, the connector building would be constructed over portions of the Four Cambridge Center and East Garage properties that are subject to the Covenants. Accordingly, the Covenants would need to be modified in order to allow for the connector building to be located in these areas. Attached as Exhibits F and G are proposed modifications to the Covenants, together with a recordable plan showing the modified areas subject to the open space restrictions (attached hereto as Exhibit H). The result would be a reduction in the amount of open space under the Four CC Covenant by 6,494 square feet (from 13,565 square feet to 7,071 square feet) and a reduction in the amount of open space under the East Garage Covenant by 11,653 square feet (from 29,222 square feet to 18,269 square feet), for a total reduction of 18,147 square feet (from 43,487 square feet to 25,340 square feet).

In consideration of the modification of the Covenants and the reduction in open space Boston Properties Limited Partnership, together with the Cambridge Redevelopment Authority, is proposing the following:

1. the extension of the current expiration date for the dedication of the remaining open space on the East Garage roof to the public from August 5, 2022 to August 5, 2050 (as stated in Section 2 of the modifications attached as Exhibits E and F); and
2. the creation of a new at-grade urban park (as shown on Exhibit I attached hereto) on a parcel of land owned by the Cambridge Redevelopment Authority at the corner of Binney Street and Galileo Galilee Way adjacent to the “Innovation Boulevard” project funded by the Massachusetts Department of Transportation, which would be dedicated as public open space for a period of 40 years by the

covenant attached hereto as Exhibit J and which is more than twice the size of the area that is being impacted by the Google plan (approximately 47,000 square feet being added by the creation of the new park versus 18,147 square feet being removed as part of the reconfiguration of the East Garage roof park to accommodate the connector building).

There are currently 133,733 square feet of publicly dedicated open space in Cambridge Center. This plan will increase the overall amount of publicly dedicated open space to 162,586 square feet (even after taking into account the 18,147 square feet that would be removed from the rooftop park on the East Garage), and will add an exciting new amenity to the project area that will be closer and more easily accessible to the neighborhoods surrounding Cambridge Center.

The Four CC Covenant provides that it may be modified by a majority vote of the City Council with the approval of the grantor and the ground lessee of the East Garage. The East Garage Covenant similarly provides that it may be modified by a majority vote of the City Council with the approval of the grantor and the ground lessee of the East Garage. This letter is to respectfully request that the proposed modifications to the Covenants be presented to the City Council by the City Manager.

Please do not hesitate to contact us should you require any additional information in order to process this request. In the meantime, thank you for your attention.

BOSTON PROPERTIES LIMITED  
PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: Michael A. Cantalupa/mct  
Name: Michael A. Cantalupa  
Title: Senior Vice President

[signatures continued on next page]

BP FOUR CC LLC, owner of Four Cambridge Center  
(as successor-in-title to Four Cambridge Center Trust under the Four CC Covenant)

By: Boston Properties Limited Partnership, its sole member

By: Boston Properties, Inc., its general partner

By: Michael A. Cantalupa /mca

Name: Michael A. Cantalupa

Title: Senior Vice President

BP EAST GARAGE LLC, ground lessee of the Cambridge Center East Garage  
(as successor-in-title to First Cambridge Center Parking Trust under the Covenants)

By: Boston Properties Limited Partnership, its sole member

By: Boston Properties, Inc., its general partner

By: Michael A. Cantalupa /mca

Name: Michael A. Cantalupa

Title: Senior Vice President

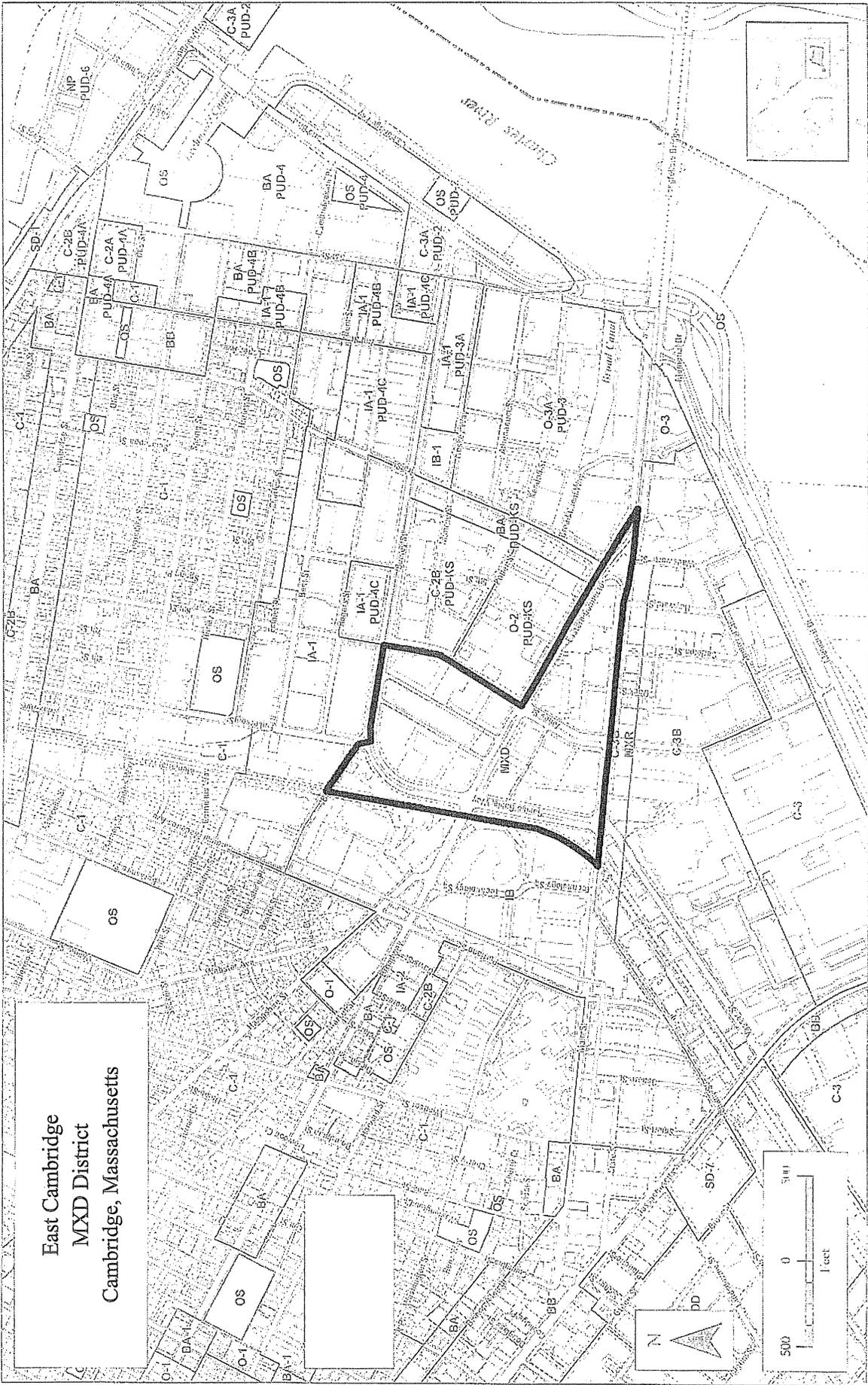
TWO CAMBRIDGE CENTER TRUST, ground lessor of the Cambridge Center East Garage  
(as successor-in-title to Four Cambridge Center Trust under the East Garage Covenant)

By: Michael A. Cantalupa /mca

Michael A. Cantalupa, for  
himself and his fellow Trustees

EXHIBIT A

Plan of MXD District



East Cambridge  
MXD District  
Cambridge, Massachusetts

EXHIBIT B

Cambridge Center Plan



# Cambridge Center

Cambridge, Massachusetts

## Site Plan

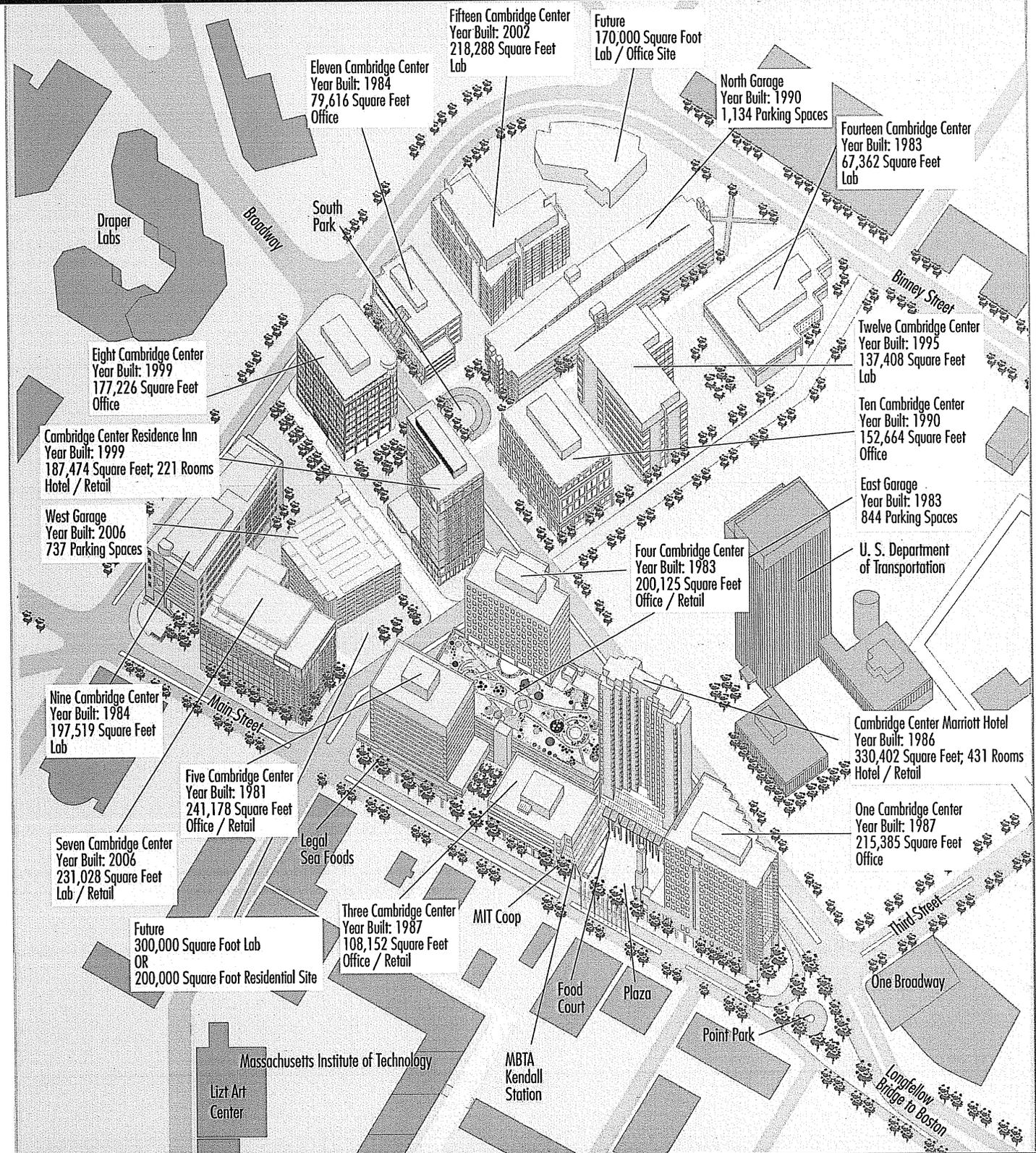
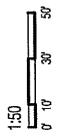
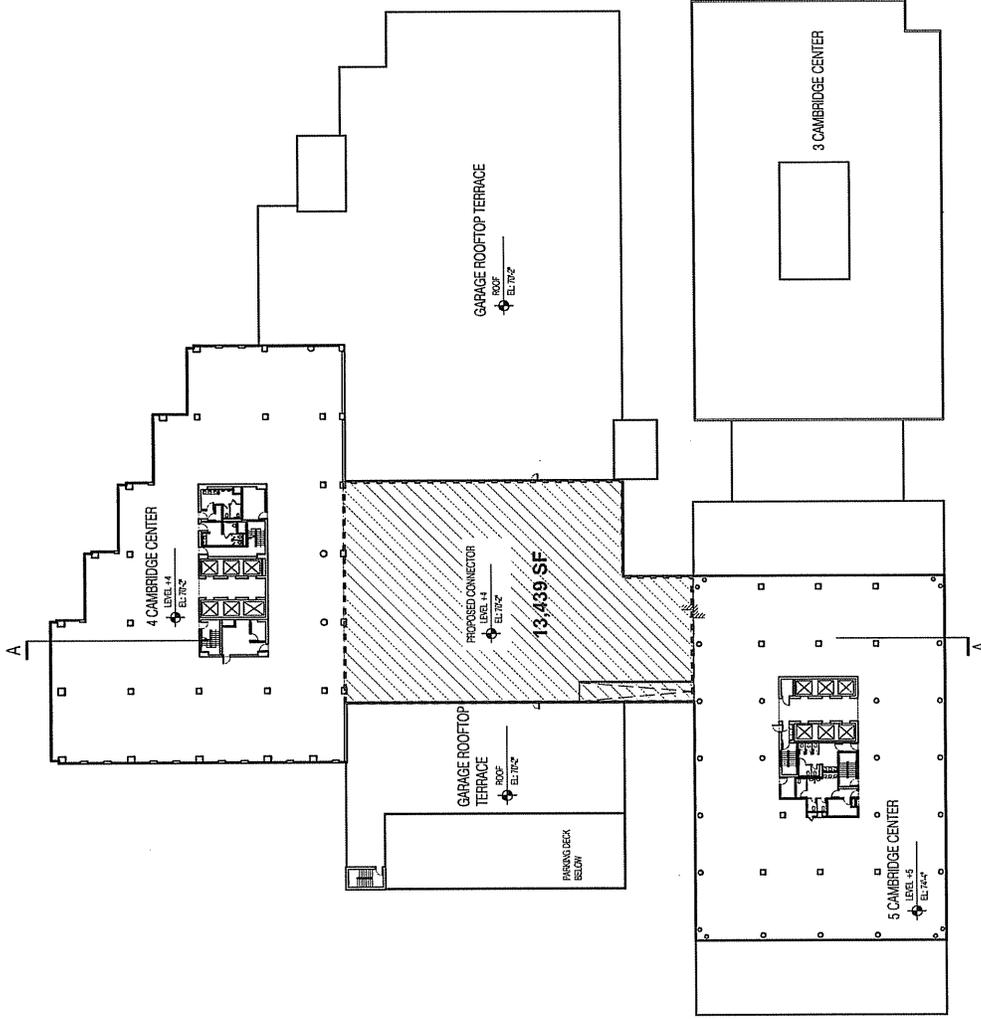


EXHIBIT C

Plan of Connector Building



PLAN AT LEVEL 5 01.25.12  
ELIUS | MANFREDI ARCHITECTS

CAMBRIDGE CENTER

EXHIBIT D

Four CC Covenant

1/16

Open Space Restriction Covenant

This Covenant is made this 5<sup>th</sup> day of August, 1982, by David Barrett, Edward H. Linde, and Mortimer S. Zuckerman, as Trustees of FOUR CAMBRIDGE CENTER TRUST u/d/t dated June 25, 1981 and recorded with Middlesex South District Registry of Deeds in Book 14355, Page 372, as amended by instrument dated June 25, 1982 and recorded with said Deeds in Book 14674, Page 36 (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee of two (2) parcels of land in Cambridge, Massachusetts, (i) the first containing 41,237 square feet, more or less, and shown as Tract II on a plan entitled "Subdivision Plan of Land in Cambridge, Mass." dated October 15, 1981, prepared by Allen & Demurjian, Inc. (the "Subdivision Plan"), which Subdivision Plan is recorded with said Deeds as Plan No. 1407 of 1981, and also shown as Tract II on a plan entitled "Easement Plan of Land in Cambridge, Mass." dated October 15, 1981, revised May 17, 1982, prepared by Allen & Demurjian, Inc. (the "Easement Plan"), which Easement Plan consists of three (3) sheets and is recorded herewith, and (ii) the second containing 37,300 square feet, more or less, and shown as Tract III on both the Subdivision Plan and the Easement Plan; and

WHEREAS, included within said Tract II is Lot 3 as shown on Land Court Plan No. 4356C; and

WHEREAS, included within said Tract III is Lot 2 as shown on said Land Court Plan No. 4356C; and

1555-1611

765

RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COUNTY OF MIDDLESEX, MASSACHUSETTS

WHEREAS, David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of FIVE CAMBRIDGE CENTER TRUST u/d/t dated September 5, 1979 and recorded with said Deeds in Book 13978, Page 349, as amended by instrument dated June 25, 1982, and recorded with said Deeds in Book 14674, Page 38 ("Five CCT") is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 43,849 square feet, more or less, and shown as Tract I on both the Subdivision Plan and the Easement Plan; and

WHEREAS, David Barrett, Edward Linde and Mortimer B. Zuckerman, as Trustees of FIRST CAMBRIDGE CENTER PARKING TRUST u/d/t dated June 25, 1981 and recorded with said Deeds in Book 14355, Page 382, as amended by instrument dated June 25, 1982 and recorded with said Deeds in Book 14674, Page 34 ("First Parking Trust") is the holder of the lessee's interest in a lease dated the date hereof, of Tract IIX (and certain appurtenant rights and easements) from Four CCT, as lessor (the "Ground Lease"), a notice of which is recorded herewith; and

WHEREAS, pursuant to the terms of: (1) that certain Supplemental Land Disposition Contract dated December 22, 1981, as amended by a First Amendment to Land Disposition Contract dated the date hereof (the "Tract II LDC") between the Cambridge Redevelopment Authority (the "CRA") and the Grantor's beneficiary, Four Cambridge Center Properties (formerly known as Cambridge Center Properties II and hereinafter "Four CCP"); (2) that certain Supplemental Land Disposition Contract dated December 22, 1981, as amended by Assignment of and Amendment to Land Disposition Agreement dated the date hereof (the "Tract III LDC") between the

CRA, Cambridge Center Associates, and Four CCP; (3) that certain Easement Agreement dated the date hereof (the "Easement Agreement") between Five CCT and Grantor, which Easement Agreement is recorded herewith; (4) the Ground Lease; (5) the plans and specifications listed and identified in Schedule A to the Tract II LDC (the "Building Plans"); and (6) the plans and specifications listed and identified in Schedule A to the Tract III LDC (the "Garage Plans"), certain office building, retail, recreational, garage, and loading dock facility improvements have been and will be constructed on Tracts I, II and III; and

WHEREAS, pursuant to the Zoning Ordinance for the City of Cambridge, dated October, 1980 (the "Zoning Ordinance"), Tracts I, II and III are located within the Cambridge Center Mixed Use Development District (the "MXD District"); and

WHEREAS, Section 14.42 of the Zoning Ordinance requires that a minimum of 100,000 square feet within the MXD District be reserved or designated as public open space; and

WHEREAS, pursuant to the Tract III LDC, a portion of the roof of the improvements to be constructed thereunder (which improvements, in their totality, are hereinafter referred to as the "Improvements") is to be constructed as open space, as defined in Section 14.41 of the Zoning Ordinance; and

WHEREAS, such portion of the roof area of the improvements (the "Open Space Area") contains 13,565 square feet, more or less, and is shown as Parcel B on the Easement Plan (Sheet 3 of 3); and

OK 14692 PG 114

WHEREAS, in the Easement Agreement, Five CCT granted to the Grantor, and its successors and assigns, an easement and right of use, in common with others, over, through, and across the Access Easement area, the Additional Building and Foundation Easement area, and the Additional Access Easement area, all as defined in the Easement Agreement, for the purpose of providing, inter alia, pedestrian ingress and egress between and among said Access Easement area, said Additional Building and Foundation Easement area, said Additional Access Easement area, the stairways and elevators and roof area (shown as Parcels A and B on the Easement Plan (Sheet 3 of 3)) constructed as part of the Improvements (which are referred to in the Easement Agreement as the "Garage Improvements") and between Sixth Street and the easterly boundary of Parcel B as shown on the Easement Plan (Sheet 1 of 3); and

WHEREAS, in order to fulfill the requirements of the Tract II LDC and the Tract III LDC and to receive certificates of completion thereunder, the Grantor wishes to dedicate the Open Space Area as public open space pursuant to Section 14.424 of the Zoning Ordinance and to grant various rights and easements to provide access thereto and between said Sixth Street and the easterly boundary of said Parcel B as aforesaid;

NOW, THEREFORE, the Grantor hereby imposes the following restriction on the Open Space Area and assumes the following obligations in connection therewith:

The Open Space Area shall be used only: (1) to provide light and air to the Improvements; and (2) for scenic, recreational, or similar purposes. The Open Space Area shall be open

and available to the community use of residents and lessees of, and visitors to, the MCD District, seven days a week, during the period commencing one hour after sunrise and ending one hour before sunset; provided that Grantor or First Parking Trust may (a) after 15 days' prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt reasonable rules and regulations for purposes of safety and security to persons and property, with respect to the use and operation of the Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Open Space Area shall be open and available for community use as aforesaid; and (b) adopt such additional rules and regulations as may be approved by said City Manager, or his successor or designee, which approval shall not be unreasonably withheld or delayed. The notice to said City Manager hereinabove required must set forth the proposed rules and regulations, a brief explanation of the reason for such rules and regulations, the proposed effective date of such rules and regulations and an offer to meet with said City Manager, or his successor or designee, to discuss such rules and regulations. The Grantor or First Parking Trust, as the case may be, shall use reasonable efforts to so consult with said City Manager, or his successor or designee, at least 10 days prior to the implementation of such proposed rules and regulations.

Provided, further, that no such rules and regulations shall be valid if they are at variance with the requirements of said Section 14.424 of the Zoning Ordinance that the Open Space Area be open and available to the community use of the residents,

lessees and visitors to the MDX District for reasonable amounts of time on a regular basis.

Further and again, subject to rules and regulations which may be adopted as aforesaid, the Grantor covenants that such residents, lessees and visitors shall be entitled to use said Access Easement area, said Additional Building and Foundation Easement area, said Additional Access Easement area, the portion of Tract III bounded and described as follows: Beginning on Broadway at the easterly corner of Tract No. III as shown on the Easement Plan (sheet 3 of 3), thence S 05°-30'-53" W, twenty-seven and 33/100 (27.33) feet; thence N 84°-29'-07" W, twenty-five (25) feet; thence N 05°-30'-53" E, twenty (20) feet; thence N 84°-29'-07" W, thirty (30) feet; thence N 05°-30'-53" E, eighteen and 08/100 (18.08) feet; thence N 84°-29'-07" W, forty-five and 91/100 (45.91) feet; thence N 05°-30'-5" E, twenty-eight and 02/100 (28.02) feet; thence S 60°-30'-18" E, ninety-five and 40/100 (95.40) feet to the point of beginning (the "Broadway Access"), and all stairways and elevators constructed as part of the improvements and leading to the roof of the improvements, together with such rights of passage across that portion of the roof area of the improvements which is shown as Parcel A on the Easement Plan (Sheet 3 of 3), as may be reasonably required, all for the sole and exclusive purpose of providing pedestrian ingress and egress (i) to and from the Open Space Area, and (ii) between Sixth Street and the easterly boundary of Parcel B and between Broadway Street and the northerly boundaries of Parcels A & B as shown on the Easement Plan (Sheet 1 of 3).

The aforesaid restriction regarding the use and enjoyment of the Open Space Area, the Improvements and the access ways relating thereto shall be a burden on said Tracts I, II and III and shall run to the benefit of, and shall be enforceable by, the City of Cambridge.

The Grantor covenants and agrees to keep in effect, or cause to be kept in effect, at all times, public liability insurance naming the City of Cambridge and the CRA as parties insured, with limits of not less than \$1,000,000/\$5,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 for property damage and not less than \$50,000 for medical payments (or such greater limits as said City Manager, or his successor or designee, or the CRA, or its successor public body may reasonably request from time to time) due to alleged incidents occurring on or about the Open Space Area or the other areas to be open and available for community use pursuant to the terms hereof. Upon written request therefor, the Grantor shall promptly furnish, or cause to be promptly furnished, to the CRA and the City of Cambridge evidence, reasonably satisfactory to the CRA and the City of Cambridge, that the aforesaid insurance is being maintained.

The Grantor covenants and agrees to maintain, or cause to be maintained, the Open Space Area and all improvements thereto (including, without limitation, landscaping) and all means of access to said Open Space Area and/or between Sixth Street and the easterly boundary of Parcel B and/or between Broadway Street and then northerly boundaries of Parcels A and B as shown on the

Easement Plan (Sheet 1 of 3), including said Access Easement area, said Additional Building and Foundation Easement area, said Additional Access Easement area, the Broadway Access, and those portions of the Improvements providing access to said Open Space Area as aforesaid, in an attractive, good, clean and sanitary condition, free of debris and (except for the roof of the Improvements) sufficiently free of snow and ice to provide adequate and safe pedestrian access as aforesaid.

This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, upon the earlier of: (i) the date on which the Improvements, or any substantial part thereof, no longer exists by reason of casualty or taking; and (ii) forty (40) years from the date hereof.

Subject to the provisions of the foregoing paragraph and the proviso at the end of this sentence, this Covenant may not be amended, modified or terminated except by a majority vote of the City Council of the City of Cambridge and with the approval of the grantor and First Parking Trust; provided that this Covenant may be amended or modified from time to time between the date hereof and August 30, 1995, by the Grantor and/or First Parking Trust with the prior written consent of the CRA or its successor public body, which consent shall not be unreasonably withheld or delayed.

The rights and obligations of the Grantor hereunder (including, without limitation, the right to adopt rules and regulations pursuant to the terms hereof) shall be appurtenant to and a

burden upon Tracts II and III and shall run to the benefit of,  
and be enforceable by the City of Cambridge.

IN WITNESS WHEREOF, the Grantor has caused this instrument  
to be duly executed under seal the day and year above first  
written.

FOUR CAMBRIDGE CENTER TRUST

By: David Barrett  
David Barrett, as Trustee,  
but not individually

By: Edward H. Linde  
Edward H. Linde, as Trustee,  
but not individually

By: \_\_\_\_\_  
Mortimer B. Zuckerman, as  
Trustee, but not individually

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

August 7, 1982

Then personally appeared the above-named David Barrett,  
Edward H. Linde, and Mortimer B. Zuckerman, Trustees of First  
Cambridge Center Parking Trust, and acknowledged the foregoing  
instrument to be their free act and deed as Trustees and the free  
act and deed of said Trust, before me

Frederick J. DeAngelis  
Notary Public  
My Commission Expires: 12/30/87

First Parking Trust, for itself, its successors and assigns,  
hereby joins in this Covenant for the purpose of (i) confirming

BK 14692 PG 120

and consenting to the rights granted herein and the obligations imposed hereby with respect to the improvements and the access ways relating thereto and (ii) confirming that its rights and obligations under the Ground Lease shall remain at all times subject and subordinate to such rights granted herein and such obligations imposed hereby.

FIRST CAMBRIDGE CENTER PARKING TRUST

By: David Barrett  
David Barrett, as Trustee  
but not individually

By: E.H. Linde  
Edward H. Linde, as Trustee,  
but not individually

By: Mortimer S. Zuckerman  
Mortimer S. Zuckerman, as Trustee,  
but not individually

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

August 9, 1982

Then personally appeared the above-named David Barrett and Edward H. Linde, and ~~Mortimer S. Zuckerman~~, Trustees of Four Cambridge Center Trust, and acknowledged the foregoing instrument to be their free act and deed as Trustees and the free act and deed of said Trust, before me

Frederick J. DeAngelis  
Notary Public  
My Commission Expires: 12/30/87

EXHIBIT E

East Garage Covenant

09/26/86 03:45 TR 1158 RE 17.00

DK 174381:057

917

PV 38-22  
9/22/86

OPEN SPACE RESTRICTION COVENANT NO. 2

THIS COVENANT, made effective this 25<sup>th</sup> day of September, 1986, by David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as TRUSTEES of FOUR CAMBRIDGE CENTER TRUST (the "Grantor"), under Declaration of Trust dated June 25, 1981, as amended, first recorded with Middlesex South District Registry of Deeds (hereinafter "Deeds") in Book 14355, Page 372.

The following are facts relevant to the execution of this Covenant:

A. Pursuant to the provisions of that certain Open Space Restriction Covenant (hereinafter the "Open Space Covenant No. 1") recorded with Deeds in Book 14692, Page 111 and filed with the Middlesex South Registry District of the Land Court (the "District") as Document No. 626277, the Grantor dedicated, as public open space, a portion of the roof of certain improvements (said portion therein and herein the "Open Space Area"), containing 13,565 square feet, more or less, being shown as Parcel B on Sheet 3 of 3 on that certain plan entitled "Easement Plan of Land in Cambridge, Mass." first dated October 15, 1981, prepared by Allen & Demurjian, Inc. (the "Easement Plan"), recorded with said Deeds as Plan No. 765 of 1982. Such Open Space Area was dedicated by the Grantor as public open space under and pursuant to Section 14.424 of the Zoning Ordinance for the City of Cambridge (therein and herein the "Zoning Ordinance"), which Zoning Ordinance requires that a minimum of 100,000 square feet within the Mixed Use Development District (therein and herein the

"MXD.District") be reserved or dedicated as public open space. The restrictions on the Open Space Area imposed by the Grantor under the Open Space Covenant No. 1 burdened Tract I, Tract II and Tract III shown on a plan entitled "Subdivision Plan of Land in Cambridge, Mass." dated October 15, 1981, prepared by Allen & Demurjian, Inc. (the "Subdivision Plan"), which Subdivision Plan is recorded with said Deeds as Plan No. 1407 of 1981.

B. The Open Space Area which was dedicated as public open space under Open Space Covenant No. 1 was constructed on a portion of the roof of certain garage improvements (the "Improvements"), which Improvements were constructed by David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of First Cambridge Center Parking Trust ("First Parking Trust"), under Declaration of Trust dated June 25, 1981, as amended, first recorded with said Deeds in Book 14355, Page 382, First Parking Trust being the holder of the tenant's interest in a certain lease (the "Ground Lease") dated August 6, 1982, in respect of Tract III (and certain appurtenant rights and easements) from the Grantor herein, as landlord, a notice of which Ground Lease is recorded with said Deeds in Book 14692, Page 129, and filed with the District as Document No. 626279.

C. The Grantor wishes to dedicate that portion of the roof area constructed as part of the Improvements and shown as Parcel A on the Easement Plan (Sheet 3 of 3), containing 29,922 square feet, more or less, as additional public open space pursuant to Section 14.424 of the Zoning Ordinance, and to grant various

rights and easements to provide access thereto. For the purposes hereof, the portion of the roof area shown as Parcel A on the Easement Plan (Sheet 3 of 3) is hereinafter referred to in this Covenant as the "Additional Open Space Area".

NOW THEREFORE, the Grantor hereby imposes the following restriction on the Additional Open Space Area and assumes the following obligations in connection therewith:

(a) The Additional Open Space Area shall be used only: (1) to provide light and air to the Improvements; and (2) for scenic, recreational, or similar purposes. The Additional Open Space Area shall be open and available to the community use of residents and lessees of, and visitors to, the MXD District, seven days a week, during the period commencing one hour after sunrise and ending one hour before sunset; provided that Grantor or First Parking Trust may (i) after 15 days' prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt reasonable rules and regulations for purposes of safety and security to persons and property, with respect to the use and operation of the Additional Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Additional Open Space Area shall be open and available for community use as aforesaid; and (ii) adopt such additional rules and regulations as may be approved by said City Manager, or his successor or designee, which approval shall not be unreasonably withheld or delayed. The notice to said City Manager hereinabove required must set forth the proposed rules and regulations,

a brief explanation of the reason for such rules and regulations, the proposed effective date of such rules and regulations and an offer to meet with said City Manager, or his successor or designee, to discuss such rules and regulations. The Grantor or First Parking Trust, as the case may be, shall use reasonable efforts to so consult with said City Manager, or his successor or designee, at least 10 days prior to the implementation of such proposed rules and regulations.

(b) No such rules and regulations shall be valid if they are at variance with the requirements of said Section 14.424 of the Zoning Ordinance that the Additional Open Space Area be open and available to the community use of the residents, lessees and visitors to the MXD District for reasonable amounts of time on a regular basis.

(c) Subject to rules and regulations which may be adopted as aforesaid, the Grantor covenants that such residents, lessees and visitors shall be entitled to use all pedestrian ingress and egress access and easement areas as were granted by the Grantor in respect of and as appurtenant to the Open Space Covenant No. 1, as more particularly described therein, including, without limitation, all stairways and elevators constructed as part of the Improvements and leading to the roof of the Improvements, together with such rights of passage across that portion of the roof area of the Improvements which is shown as Parcel B on the Easement Plan (Sheet 3 of 3), as may be reasonably required, all for the sole and exclusive purpose of providing pedestrian ingress and

gress (i) to and from the Additional Open Space Area, and (ii) between Sixth Street and the easterly boundary of said Parcel B and between Broadway Street and the northerly boundaries of Parcel A and Parcel B as shown on the Easement Plan (Sheet 1 of 3).

(d) The aforesaid restriction regarding the use and enjoyment of the Additional Open Space Area, the Improvements and the access ways relating thereto shall be a burden on said Tracts I, II and III shown on the Subdivision Plan and shall run to the benefit of, and shall be enforceable by, the City of Cambridge.

(e) The Grantor covenants and agrees to keep in effect, or cause to be kept in effect, at all times, general liability insurance naming the City of Cambridge and the Cambridge Redevelopment Authority (the "CRA") as parties insured, with limits of not less than \$1,000,000/\$5,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 for property damage and not less than \$50,000 for medical payments (or such greater limits as said City Manager, or his successor or designee, or the CRA, or its successor public body, may reasonably request from time to time) due to alleged incidents occurring on or about the Additional Open Space Area or the other areas to be open and available for community use pursuant to the terms hereof. Upon request therefor, the Grantor shall promptly furnish, or cause to be furnished promptly, to the CRA and the City of Cambridge evidence, reasonably satisfactory to the CRA and the City of Cambridge, that the aforesaid insurance is being maintained.

(f) The Grantor covenants and agrees to maintain, or cause to be maintained, the Additional Open Space Area and all improvements thereto (including, without limitation, landscaping) and all means of access to said Additional Open Space Area as are required to be open and available for community use pursuant to the terms hereof, in an attractive, good, clean and sanitary condition, free of debris and (except for the roof of the Improvements) sufficiently free of snow and ice to provide adequate and safe pedestrian access as aforesaid.

(g) This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, upon the earlier of: (i) the date on which the Improvements, or any substantial part thereof, no longer exists by reason of casualty or taking; and (ii) August 5, 2022 (being the date coincident with the date provided in the Open Space Covenant No. 1 for termination of such Covenant).

(h) Subject to the provisions of the preceding paragraph (g) and the proviso at the end of this sentence, this Covenant may not be amended, modified or terminated except by a majority vote of the City Council of the City of Cambridge and with the approval of the Grantor, its successors-in-title and assigns, and First Parking Trust, its successors and assigns; provided that this Covenant may be amended or modified from time to time between the date hereof and August 30, 1995 by Grantor, First Parking Trust and the Boston Safe Deposit and Trust Company, as Trustee of the Bell System Trust, holder of a mortgage on the leasehold estate

and interest of First Parking Trust (the "Leasehold Mortgage"), which Leasehold Mortgage is recorded with said Deeds in Book 15089, Page 404 and filed with the District as Document No. 642648, with the prior written consent of the CRA or its successor public body, which consent shall not be unreasonably withheld or delayed.

(i) The rights and obligations of the Grantor hereunder (including, without limitation, the right to adopt rules and regulations pursuant to the terms hereof) shall be appurtenant to and a burden upon Tracts II and III shown on the Subdivision Plan and shall run to the benefit of, and be enforceable by, the City of Cambridge.

IN WITNESS WHEREOF, the Grantor has caused this Covenant to be duly executed, under seal, on the day and year first above written.

FOUR CAMBRIDGE CENTER TRUST

By: David Barrett  
David Barrett, Trustee as  
aforesaid and not individually

By: Edward H. Linde  
Edward H. Linde, Trustee as  
aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston, Massachusetts  
September 25, 1986

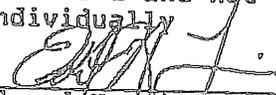
Then personally appeared the above-named David Barrett and Edward H. Linde, Trustees of Four Cambridge Center Parking Trust, and acknowledged the foregoing instrument to be their free act and deed, as Trustees, before me

  
Name: NANCY LENORE CONLIN  
Notary Public  
My Commission Expires: 10.29.87

First Parking Trust, for itself, and its successors and assigns, hereby joins in this Covenant for the purpose of (i) confirming and consenting to the rights granted herein and the obligations imposed hereby with respect to the Improvements and the access ways relating thereto, and (ii) confirming that its rights and obligations under the Ground Lease shall remain at all times subject and subordinate to such rights granted herein and such obligations imposed hereby.

FIRST CAMBRIDGE CENTER PARKING TRUST

By:   
David Barrett, Trustee as aforesaid and not individually

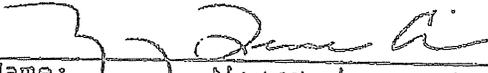
By:   
Edward H. Linde, Trustee as aforesaid and not individually

Suffolk, ss

COMMONWEALTH OF MASSACHUSETTS

BOSTON, MA  
SEPTEMBER 25, 1986

Then personally appeared the above-named David Barrett and Edward H. Linde, Trustees of First Cambridge Center Parking Trust, and acknowledged the foregoing instrument to be their free act and deed as Trustees, before me

  
Name: NANCY LENORE CONLIN  
Notary Public  
My Commission Expires: 10.29.87

The Boston Safe Deposit and Trust Company, as Trustee of Telephone Real Estate Equity Trust (formerly known as Bell System Trust), being the holder of the Leasehold Mortgage referenced in Paragraph (h) of this Open Space Restriction Covenant No. 2, encumbering the leasehold estate and interests of First Parking Trust under the Ground Lease, for itself and its successors and assigns, hereby joins in this Covenant for the purpose of consenting to the rights granted herein and the obligations imposed hereby with respect to the Improvements and the access ways related thereto, and does hereby subordinate the Leasehold Mortgage and the lien thereof to rights granted herein and the obligations imposed hereby, all with the same force and effect as if this Open Space Restriction Covenant No. 2 had been executed, delivered, recorded and registered prior to the execution, delivery, recordation and registration of the Leasehold Mortgage.

[Signatures Continued on Page 10]

BK 17438 PG 066

BOSTON SAFE DEPOSIT AND TRUST  
COMPANY, TRUSTEE OF TELEPHONE  
REAL ESTATE EQUITY TRUST  
(formerly known as Bell System  
Trust)

By: The Boston Company Real  
Estate Counsel, Inc., its  
Agent

By: Thomas F. DeSimone  
Name: Thomas DeSimone  
Office: Vice President  
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston, Massachusetts  
September 23, 1986

Then personally appeared before me Thomas De Simone,  
Vice President of The Boston Company Real Estate Counsel,  
Inc., as Agent of Boston Safe Deposit and Trust Company in its  
capacity as Trustee of Telephone Real Estate Equity Trust  
(formerly known as Bell System Trust), and acknowledged the  
foregoing instrument to be the free act and deed of said corpora-  
tion in its capacity as aforesaid.

Name: Daniel P. Holmes  
Notary Public  
My Commission Expires: \_\_\_\_\_

DANIEL P. HOLMES, NOTARY PUBL.  
MY COMMISSION EXPIRES  
JANUARY 2, 1992

EXHIBIT F

Four CC Covenant Modification

MODIFICATION OF OPEN SPACE RESTRICTION COVENANT

THIS MODIFICATION OF OPEN SPACE RESTRICTION COVENANT (the "Modification") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012 by BP FOUR CC LLC, a Delaware limited liability company ("BP").

RECITALS

WHEREAS, reference is made to that certain Open Space Restriction Covenant dated as of August 6, 1982 (the "Covenant") granted by The Trustees of Four Cambridge Center Trust ("Four CC Trust") and recorded with the Registry in Book 14692, Page 111.

WHEREAS, BP is the successor-in-title to Four CC Trust.

WHEREAS, BP East Garage LLC, a Delaware limited liability company, is the successor-in-title to First Parking Trust by virtue of an Assignment of Ground Lease and Quitclaim Deed to BP East Garage LLC, dated November 30, 2006, recorded with the Registry in Book 48591, Page 2 and filed with the Middlesex South Registry District of the Land Court (the "District") as Document No. 1428738, as to the tenant's interest in a Ground Lease between Four CC Trust, as landlord (now held by the Trust), and the Trustees of First Parking Trust, as tenant, Notice of which Ground Lease is dated August 6, 1982, recorded with the Registry in Book 14692, Page 129 and filed with the District as Document No. 626279, as affected by (i) a Notice of Termination of Trust vesting tenant's interest in First Cambridge Center Parking Associates, the beneficiary, dated June 25, 1993 recorded with the Registry in Book 23375, Page 440 and filed with the District as Document No. 1156590, (ii) an Assignment of Ground Lease to First Cambridge Center Parking, Inc. dated September 5, 1997, recorded with the Registry in Book 28027, Page 498 and filed with the District as Document No. 1156591 and (iii) an Assignment of Ground Lease and Quitclaim Deed to CRP-IILP Cambridge G, LLC dated July 25, 2006, recorded with the Registry in Book 47939, Page 193 and filed with the District as Document No. 1418318.

WHEREAS, capitalized terms used herein and not otherwise defined have the meaning set forth in the Covenant.

WHEREAS, the Trust desires to modify certain provisions of the Covenant.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, the parties hereby agree to and with each other as follows:

1. The Open Space Area shall consist of the area shown as Parcel B on that certain Easement Plan dated \_\_\_\_\_, 2012 prepared by Allen & Major Associates, Inc. to be recorded with the Registry contemporaneously herewith, and shall contain 7,071 square feet, more or less.

2. The Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, upon the earlier of: (i) the date on which the Improvements, or any substantial part thereof, no longer exist by reason of casualty or taking; and (ii) August 5, 2050.
3. Except as herein modified, the Covenant shall remain unmodified and in full force and effect. All references to the "Covenant" shall be deemed to be references to the Covenant as modified hereby.

[Remainder of page intentionally left blank]

WITNESS the execution hereof under seal as of the day and year first written above.

BP FOUR CC LLC

By: Boston Properties Limited Partnership,  
its sole member

By: Boston Properties, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BP East Garage LLC, as successor-in-title to First Parking Trust, for itself and its successor and assigns, hereby joins in this Modification for the purpose of (i) confirming and consenting to the right granted in the Covenant and the obligations imposed thereby with respect to the Improvements and the access ways relating thereto and (ii) confirming that its rights and obligations under the Ground Lease shall remain at all times subject and subordinate to such rights granted in the Covenant and such obligations imposed thereby.

BP EAST GARAGE LLC

By: Boston Properties Limited Partnership,  
its sole member

By: Boston Properties, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership, the sole member of BP Four CC LLC.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership, the sole member of BP East Garage LLC.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

EXHIBIT G

East Garage Covenant Modification

MODIFICATION OF OPEN SPACE RESTRICTION COVENANT NO. 2

THIS MODIFICATION OF OPEN SPACE RESTRICTION COVENANT NO. 2 (the "Modification") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012 by THE TRUSTEES OF TWO CAMBRIDGE CENTER TRUST under Declaration of Trust dated March 15, 1985 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 16221, Page 423, as amended (the "Trust").

RECITALS

WHEREAS, reference is made to that certain Open Space Restriction Covenant No.2 dated as of September 25, 1986 (the "Covenant") granted by The Trustees of Four Cambridge Center Trust ("Four CC Trust") and recorded with the Registry in Book 17438, Page 57.

WHEREAS, the Trust is the successor-in-title to Four CC Trust.

WHEREAS, BP East Garage LLC, a Delaware limited liability company, is the successor-in-title to First Parking Trust by virtue of an Assignment of Ground Lease and Quitclaim Deed to BP East Garage LLC, dated November 30, 2006, recorded with the Registry in Book 48591, Page 2 and filed with the Middlesex South Registry District of the Land Court (the "District") as Document No. 1428738, as to the tenant's interest in a Ground Lease between Four CC Trust, as landlord (now held by the Trust), and the Trustees of First Parking Trust, as tenant, Notice of which Ground Lease is dated August 6, 1982, recorded with the Registry in Boook 14692, Page 129 and filed with the District as Document No. 626279, as affected by (i) a Notice of Termination of Trust vesting tenant's interest in First Cambridge Center Parking Associates, the beneficiary, dated June 25, 1993 recorded with the Registry in Book 23375, Page 440 and filed with the District as Document No. 1156590, (ii) an Assignment of Ground Lease to First Cambridge Center Parking, Inc. dated September 5, 1997, recorded with the Registry in Book 28027, Page 498 and filed with the District as Document No, 1156591 and (iii) an Assignment of Ground Lease and Quitclaim Deed to CRP-IILP Cambridge G, LLC dated July 25, 2006, recorded with the Registry in Book 47939, Page 193 and filed with the District as Document No. 1418318.

WHEREAS, capitalized terms used herein and not otherwise defined have the meaning set forth in the Covenant.

WHEREAS, the Trust desires to modify certain provisions of the Covenant.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, the parties hereby agree to and with each other as follows:

1. The Additional Open Space Area shall consist of the area shown as Parcel A on that certain Easement Plan dated \_\_\_\_\_, 2012 prepared by Allen & Major

Associates, Inc. to be recorded with the Registry contemporaneously herewith, and shall contain 18,269 square feet, more or less.

2. Section (g) of the Covenant is hereby amended by deleting the date "August 5, 2022" in the fifth (5<sup>th</sup>) line thereof and substituting the date "August 5, 2050" therefor.
3. The Leasehold Mortgage referenced in Section (h) of the Covenant has been discharged pursuant to a Discharge of Mortgage dated November 27, 2000, recorded with the Registry in Book 32076, Page 95.
4. Except as herein modified, the Covenant shall remain unmodified and in full force and effect. All references to the "Covenant" shall be deemed to be references to the Covenant as modified hereby.

[Remainder of page intentionally left blank]

WITNESS the execution hereof under seal as of the day and year first written above.

TWO CAMBRIDGE CENTER TRUST

By: \_\_\_\_\_  
Michael A. Cantalupa, for himself and  
his fellow Trustees, but not individually

BP East Garage LLC, as successor-in-title to First Parking Trust, for itself and its successor and assigns, hereby joins in this Modification for the purpose of (i) confirming and consenting to the right granted in the Covenant and the obligations imposed thereby with respect to the Improvements and the access ways relating thereto and (ii) confirming that its rights and obligations under the Ground Lease shall remain at all times subject and subordinate to such rights granted in the Covenant and such obligations imposed thereby.

BP EAST GARAGE LLC

By: Boston Properties Limited Partnership,  
its sole member

By: Boston Properties, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Two Cambridge Center Trust but not individually.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership, the sole member of BP East Garage LLC.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

EXHIBIT H

Modification Plan

WE HEREBY CERTIFY THAT:

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS JANUARY 1, 1978 AND REVISED JANUARY 14, 1988. ACCORDING TO DEEDS AND PLANS OF RECORD, THE PROPERTY SHOWN ON THIS PLAN IS THE SAME AS THE EXISTING OWNERSHIP AND THE LINES OF THE STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THE PROPERTY SHOWN IS THE SAME AS THE EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. THE ABOVE CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTERS OF DEEDS AND TO BE A BASIS OF CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. THE ABOVE IS CERTIFIED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. ALLEN & MAJOR ASSOCIATES, INC.

**ISSUED FOR REVIEW**  
JANUARY 31, 2012

PROFESSIONAL LAND SURVEYOR FOR ALLEN & MAJOR ASSOCIATES, INC.

REV	DATE	DESCRIPTION

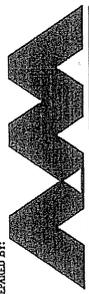
APPLICANT/OWNER:

BOSTON PROPERTIES  
800 BOYLSTON STREET, SUITE 1900  
BOSTON, MA 02119-8103

PROJECT:

EAST PARCEL  
CAMBRIDGE CENTER  
CAMBRIDGE, MA

PROJECT NO.	361-43A	DATE:	01/31/12
SCALE:	1" = 40'	DWG. NAME:	361-43A-DRAWING
DRAFTED BY:	COB/CK	CHECKED BY:	CK
PREPARED BY:			



**ALLEN & MAJOR ASSOCIATES, INC.**

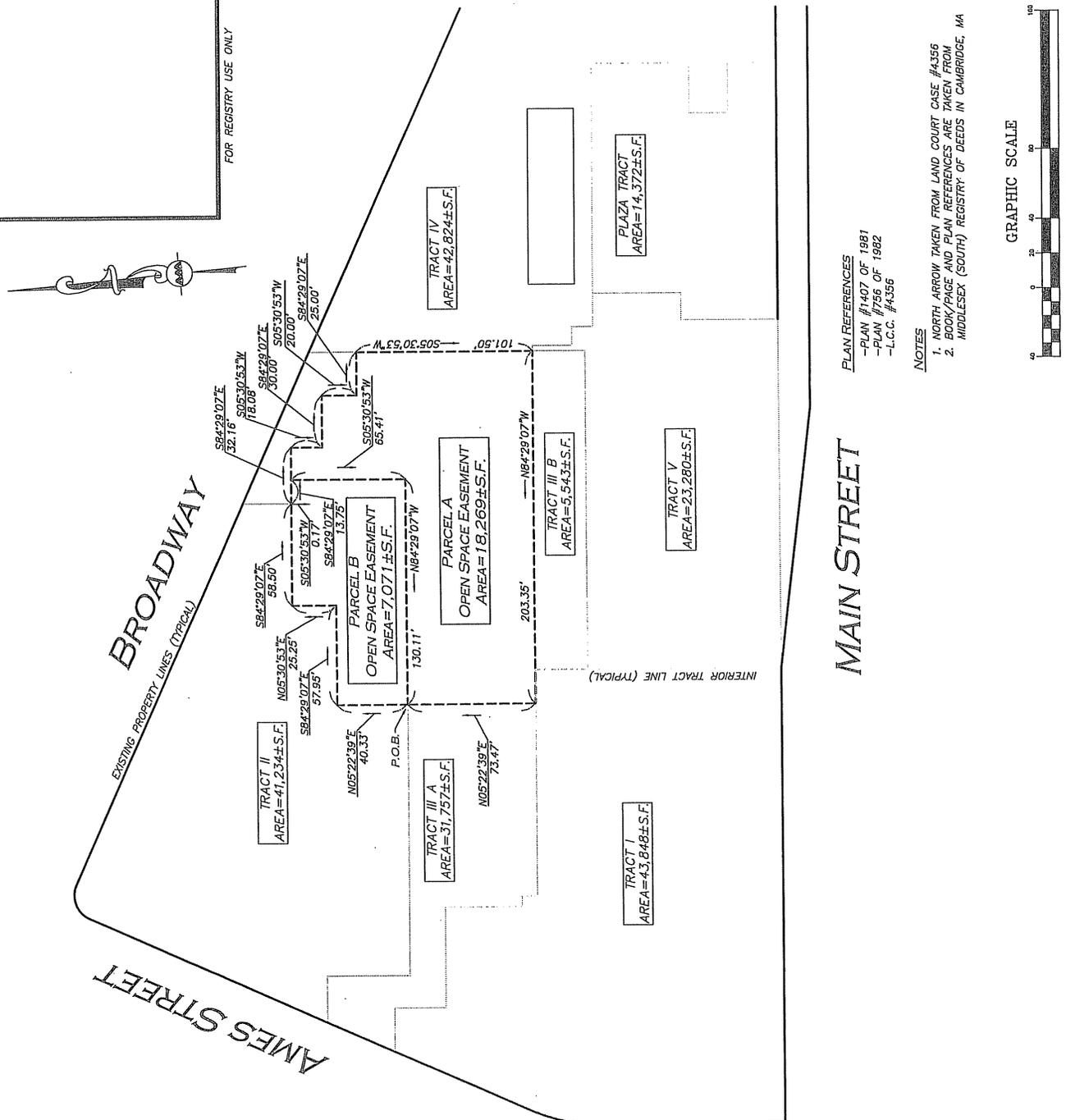
civil & structural engineering and surveying  
environmental planning & landscape architecture  
www.allenmajor.com

100 COMMERCE WAY  
P.O. BOX 2118  
WOBURN MA 01888-0118  
TEL: (781) 935-5889  
FAX: (781) 935-2899

WOBURN, MA • WAREHOUSES, MA • MANCHESTER, NH  
THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. THE ORIGINAL DRAWING IS THE ONLY VALID COPY. ANY OTHER COPIES OF THIS DRAWING OR ANY OTHER INFORMATION OR SPECIFICATIONS ON MAGNETIC MEDIA FOR FURTHER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT, DUE TO THE POTENTIAL THAT THE INFORMATION CONTAINED HEREIN MAY BECOME OBSOLETE OR INCOMPLETE, ALLEN & MAJOR ASSOCIATES, INC. MAY MAKE AN INDICATION OF THE DOCUMENT'S AUTHORITY ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS USED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

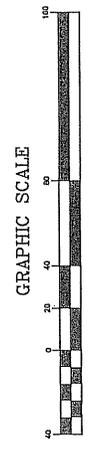
DRAWING TITLE: EASEMENT PLAN  
SHEET No. 1

Copyright © 2012 Allen & Major Associates, Inc.  
All Rights Reserved



- PLAN REFERENCES**
- PLAN #1407 OF 1981
  - PLAN #756 OF 1982
  - L.C.C. #4356

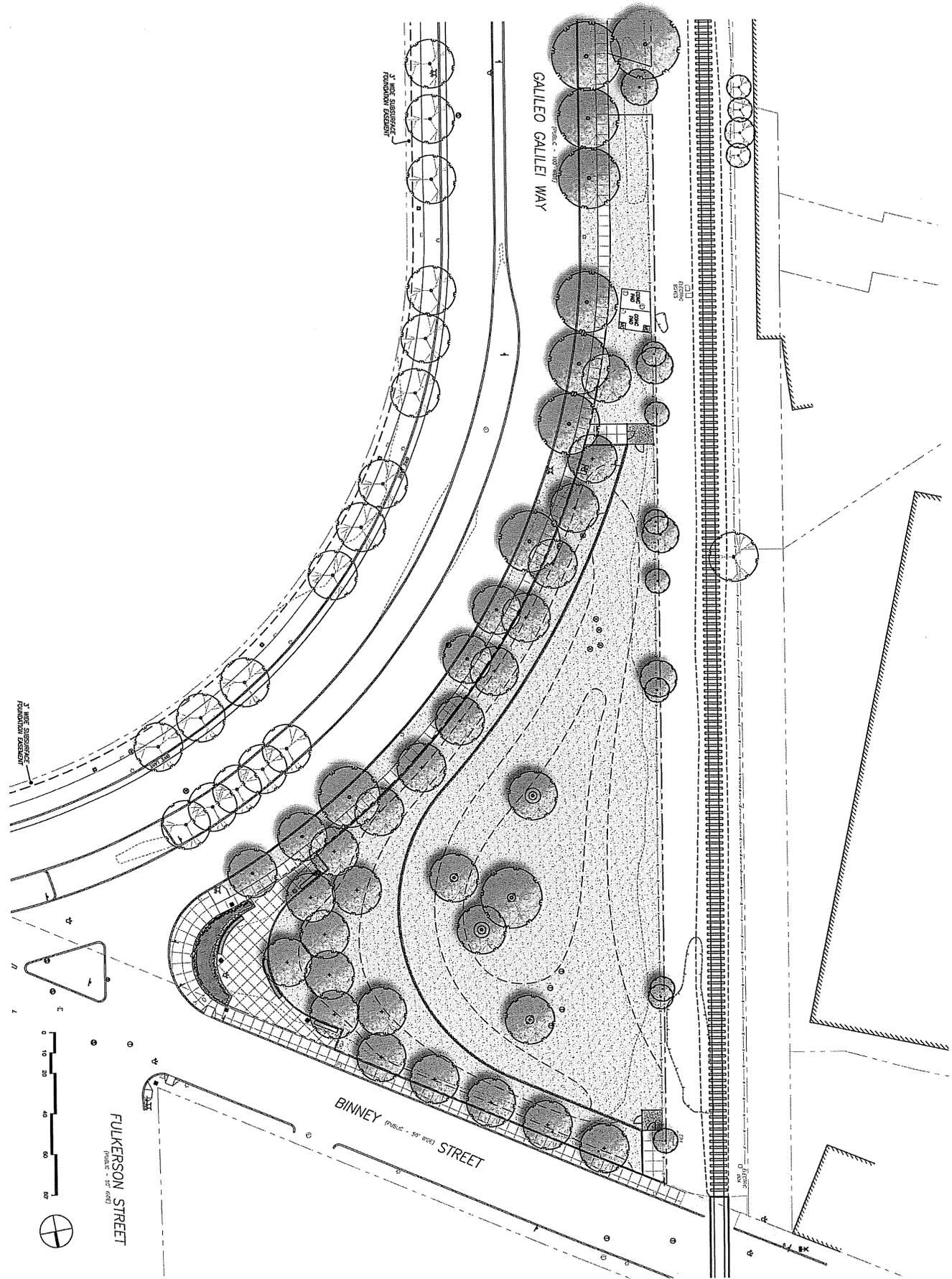
- NOTES**
- NORTH ARROW TAKEN FROM LAND COURT CASE #4356
  - BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (SOUTH) REGISTRY OF DEEDS IN CAMBRIDGE, MA



K:\PROJECTS\361-43A\SURVEY\DRAWINGS\5-0361-43A-OPEN-SPACE-A-B-EASE.DWG  
F01 1690 PG. 3

EXHIBIT I

Proposed New Park



SD-2

DATE: 01-20-2012  
 SCALE: 1" = 20'-0"  
 FILE: Boston-SD-2.dwg  
 DRAWN BY: MNT  
 CHECKED BY: OCB  
 PLOTTED BY: 8/7/2011

**BINNEY STREET PARK**  
 Cambridge, MA  
 DESIGN OPTION 2 - DOG & PEOPLE PARK

CB|A Landscape Architects LLC  
 212 ELM STREET | SOMERVILLE MA 02144 | www.cbaland.com  
 phone 617.623.7509 | fax 617.778.8775 | cba@cbaland.com  
 landscape architecture  
 urban design  
 master planning

EXHIBIT J

Covenant for Proposed New Park

## OPEN SPACE RESTRICTION COVENANT

This COVENANT, made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Cambridge Center, Cambridge, Massachusetts 02142 (the "Grantor").

The following are facts relevant to the execution of this Covenant:

A. The Grantor is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 47,000 square feet, more or less (the "Park Parcel"), which is more particularly described on Exhibit A attached hereto.

B. Grantor has agreed to dedicate of record the Park Parcel as public open space for the benefit of the general public and to use the Park Parcel for the purpose of installing and maintaining grass, walkways, shrubs and other forms of landscaping and public amenities.

C. By the dedication thereof as set forth herein, the Park Parcel shall constitute public open space under Section 14.42 of the Zoning Ordinance for the City of Cambridge (the "Zoning Ordinance").

NOW THEREFORE, the Grantor, hereby imposes the following restrictions on the the Park Parcel, and assumes the following obligations in connection therewith:

(a) The Park Parcel shall be used only: (1) to provide light and air to the surrounding buildings and improvements; (2) for scenic, recreational, or similar purposes; (3) for subsurface utility services (including, without limitation, gas, electric, telephone and cable), water service and stormwater drainage; and (4) for a dog park in a portion of the Park Parcel to be appropriately fenced off from the remainder of the Park Parcel. The Park Parcel shall be open and available for the use of the community, seven days a week, during the period commencing one hour after sunrise and ending one hour before sunset; provided that Grantor may upon reasonable prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt such reasonable rules and regulations with respect to the use and operation of the Park Parcel (which rules and regulations may, inter alia, reasonably modify the days and hours during which the Park Parcel shall be open and available for community use as aforesaid) as may be approved by said City Manager, or his successor designee, which approval shall not be unreasonably withheld, denied or delayed. The notice to said City Manager hereinabove required shall set forth the proposed rules and regulations, a brief explanation of the reason for such rules and regulations, the proposed effective date of such rules and regulations and an offer to meet with said City Manager, or his successor or designee, within a reasonable amount of time prior to the implementation of such proposed rules and regulations.

(b) No such rules and regulations shall be valid if they frustrate the requirements of the Zoning Ordinance that the Park Parcel be open and available for community use for reasonable amounts of time on a regular basis.

(c) The aforesaid restriction regarding the use and enjoyment of the Park Parcel shall be a burden on the Park Parcel, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge.

(d) The Grantor covenants and agrees to maintain, or cause to be maintained, the Park Parcel and all improvements thereon (including, without limitation, any landscaping) in an attractive, good, clean and sanitary condition, free of debris, and all pedestrian paths and passageways located on the Park Parcel shall be maintained sufficiently free of snow and ice to provide adequate and safe pedestrian access in accordance with City of Cambridge Department of Public Works' guidelines.

(e) This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, forty (40) years from the date hereof.

(f) Subject to the provisions of the preceding paragraph (e), this Covenant may not be amended, modified or terminated except by a majority vote of the City Council of the City of Cambridge and with the approval of the Grantor, its successors-in-title and assigns.

(g) The rights and obligations of the Grantor hereunder (including, without limitation, the right to adopt rules and regulations pursuant to the terms thereof) shall be appurtenant to and a burden upon the Park Parcel and shall run to the benefit of, and be enforceable by, the City of Cambridge.

[page ends here]

IN WITNESS WHEREOF, the undersigned has caused this Covenant to be duly executed, under seal, on the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose, as \_\_\_\_\_ of Cambridge Redevelopment Authority, a public body politic and corporate.

\_\_\_\_\_(official signature and seal of notary)

My commission expires: \_\_\_\_\_

EXHIBIT A

Legal Description

A certain parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point of tangency of a curve having a radius of 25.00 feet at the intersection of the southwesterly sideline of Binney Street and the northwesterly sideline of Galileo Galilei Way, thence running along said curve, to the right, a length of 55.89 feet to a point of reverse curvature;

Thence running along a curve to the left having a radius of 380.00 feet, a length of 403.51 feet, to a point of tangency;

Thence running S10°46'14"W, a distance of 60.3 feet, more or less, to a point;

The preceding three courses run along said sideline of Galileo Galilei Way;

Thence turning and running N79°15'33"W, by land now or formerly of CSXT, a distance of 21.6 feet, more or less, to a point;

Thence turning and running N10°44'27"E, by land now or formerly of CSXT, a distance of 526.8 feet, more or less, to a point on said sideline of Binney Street;

Thence turning and running S57°14'06"E, a distance of 22.9 feet, more or less, to a point;

Thence turning and running S56°24'42"E, a distance of 209.28 feet to the point of beginning;

The preceding two courses run along said sideline;

Containing an area of 47,000 square feet, more or less, or 1.08 acres, more or less, shown as CRE-3 on a plan entitled "Sheet 2 of 2 sheets, Existing Conditions Site Plan, Galileo Galilei Way, Cambridge, Mass." prepared by Harry R. Feldman, Inc., dated September 2007.