

EXHIBIT GProposed Center Plaza Open Space CovenantOPEN SPACE RESTRICTION COVENANT
(CENTER PLAZA)

This COVENANT, made effective as of this ____ day of _____, 20__ by Bryan J. Koop and David C. Provost, as Trustees of Cambridge Center North Trust under Declaration of Trust dated August 17, 1988 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 19383, Page 203, as amended, having an office c/o Boston Properties, Inc., 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199-8103 (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 known as and numbered 290 Binney Street in Cambridge, Massachusetts, containing 72,613 square feet, more or less (“Tract X”), which is shown as “Tract X” on a plan entitled “Subdivision/Consolidation Plan in Cambridge, Massachusetts” prepared by Vanasse Hangen Brustlin, Inc. and dated April 11, 2017, recorded with the Middlesex South District Registry of Deeds (the “Registry”) as Plan No. 509 of 2017 by deed dated March 19, 1990 recorded with said Registry in Book 20443, Page 144.

B. Contained within Tract X is a surface parcel of land containing 28,455 square feet, more or less, which is shown as “Center Plaza Public Open Area” on Exhibit A attached hereto (the “Center Plaza Open Space Area”).

C. The Center Plaza Open Space Area is a component of phased project approved by the City of Cambridge Planning Board (the “Planning Board”) in Amendment #2 (Major) to Infill Development Special Permit PB #315 dated March 15, 2022 (the “IDCP Special Permit Amendment”) and recorded with the Registry in Book 80298, Page 375.

D. The IDCP Special Permit Amendment contemplates that the improvements to the Center Plaza Open Space Area will be constructed upon the completion by NSTAR Electric Company, a Massachusetts corporation d/b/a Eversource Energy (“Eversource”) of an electrical substation and related equipment and supporting infrastructure (the “Substation”) on a parcel of land located underneath the Center Plaza Open Space Area.

E. By the dedication thereof as set forth herein, the Center Plaza Open Space Area shall constitute public open space under Section 14.42 of the Zoning Ordinance for the City of Cambridge.

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

(a) Upon completion of the Center Plaza Open Space Area and issuance of a final certificate of occupancy for the Substation, the Center Plaza Open Space Area shall be used only: (1) to provide light and air to the surrounding buildings and improvements; (2) for scenic, recreational, or similar open space purposes; (3) for access to, and operation, maintenance, repair and replacement of the Substation or for any other purpose otherwise associated with the Substation, including for the use and maintenance by Eversource of any equipment or infrastructure located within or related to the Center Plaza Open Space Area and for emergency management related to the Substation, as set forth and to the extent permitted herein; (4) for pedestrian ingress and egress to and from the buildings and other improvements that may be constructed from time to time on parcels adjacent to the Center Plaza Open Space Area; (5) for public use and enjoyment; and (6) for such other purposes as are specified in the IDCP Special Permit Amendment and design approvals by the Planning Board and the Cambridge Redevelopment Authority (the "CRA") in each case as the same may be amended from time to time. Subject to the foregoing, the Center Plaza 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, and shall at all times referred to herein be accessible from a public way: provided that Grantor may (i) after 30 days' prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt reasonable rules and regulations as may be approved by said City Manager, or his successor or designee, which approval shall not be unreasonably withheld, conditioned, or delayed, for the purposes of safety and security to persons and property, with respect to the use and operation of the Center Plaza Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Center Plaza 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, conditioned, 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, at least 30 days prior to the proposed implementation of such proposed rules and regulations. Notwithstanding such rules, Eversource shall have the right, in perpetuity, to take such actions as it deems necessary, consistent with prudent utility practices, to manage emergencies, including outages and which may include restricting access to the Center Plaza Open Space Area, or portions thereof, without prior notice if required and for so long as is required to protect life and safety of persons or the Substation.

(b) No such rules and regulations shall be valid if they frustrate the requirements of the Zoning Ordinance that the Center Plaza 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 and otherwise in accordance with the terms hereof. Notwithstanding such rules, Eversource shall have the right to take such actions as it may deem necessary, consistent with prudent utility practices, to manage emergencies, including

outages and including restricting access to the Center Plaza Open Space Area, or portions thereof, without prior notice if required and for so long as is required to protect life and safety of persons or the Substation.

(c) The aforesaid restriction regarding the use and enjoyment of the Center Plaza Open Space Area (including exceptions granted to Eversource pursuant to the terms hereof) shall be a burden on the Center Plaza Open Space Area, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge. The Center Plaza Open Space Area is subject to those easements, encumbrances and other title exceptions in effect as of the date hereof, as well as any future easements that may be necessary in order to effectuate the completion of the development contemplated by the IDCP Special Permit Amendment (provided that any future easements shall not frustrate the requirements of the Zoning Ordinance that the Center Plaza 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 and otherwise in accordance with the terms hereof, subject to the Eversource exceptions relating to the Substation described herein).

(d) 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 CRA as additional insureds, 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 \$1,000,000 for property damage and not less than \$500,000 for medical payments, and umbrella coverage in an amount not less than \$5,000,000 (or such greater limits as said City Manager, or his successor or designee, or the CRA, or its successor public body, may reasonably require from time to time) due to alleged incidents occurring on or about the Center Plaza Open Space Area. The Grantor shall promptly furnish or cause to be furnished promptly to the City of Cambridge and the CRA certificates of insurance of all insurance such policies, and upon request therefor, the Grantor shall promptly furnish, or cause to be furnished promptly, to the CRA and the City of Cambridge, copies of all above mentioned insurance policies, and evidence, reasonable satisfactory to the CRA and the City of Cambridge, that the aforesaid insurance is being maintained.

(e) The Grantor covenants and agrees to maintain, or cause to be maintained, the Center Plaza Open Space Area 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 Center Plaza Open Space Area as well as those paths and passageways providing public access to and from the Center Plaza Open Space Area 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 or direction.

(f) This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination fifty (50) years from the date hereof.

(g) Subject to the provisions of paragraphs (f) and (i), 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.

(h) 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 Center Plaza Open Space Area and shall run to the benefit of, and be enforceable by, the City of Cambridge, and by Eversource, but only to the extent of the limited benefits granted to Eversource described herein.

(i) Notwithstanding anything contained herein to the contrary, Eversource's use of the Center Plaza Open Space Area from time to time as necessary and only for so long as necessary for the limited purposes of constructing, operating and maintaining the Substation (including, without limitation, any improvements owned by Eversource on the Center Plaza Open Space Area) shall not be deemed to frustrate the requirements of the Zoning Ordinance that the Center Plaza 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; provided, however, that any temporary restrictions placed on access to the Center Plaza Open Space Area in connection with any such necessary construction, operations and maintenance shall be consistent with prudent utility practices in light of the nature of the work being done by Eversource within the Substation that requires such temporary access restrictions.

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

CAMBRIDGE CENTER NORTH TRUST

David C. Provost, as Trustee of Cambridge Center North Trust for himself and his fellow Trustee but not individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared David C. Provost, 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 Trustee of Cambridge Center North Trust for himself and his fellow Trustee but not individually.

_____ (official signature and seal of notary)

My commission expires: _____

Attachment: Letter to City Manager re Open Space Covenants (final with Exhibits) (CMA 2022 #146 : Eversource Boston Properties Covenant)