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OPEN SPACE RESTRICTION COVENANT
(TRACT V)

This COVENANT, made effective as of this 14th day of April, 2005, by BP Seven Cambridge Center LLC, a Delaware limited liability company, having its office c/o Boston Properties, Inc., 111 Huntington Avenue, Boston, Massachusetts 02199-7610 (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 47,325 square feet, more or less ("Tract V"), which is shown as "Tract V" on a plan entitled "Plot Plan Tract V&VI" prepared by Allen & Major Associates, Inc., and dated July 6, 2004 (last revised January 21, 2005) (the "Property Line Plan"), to be recorded with the Middlesex South District Registry of Deeds (the "Registry") concurrently herewith, and also shown as "Tract V" on a plan entitled "Master Easement Plan for Parcel 3," Sheets E-1 through E-5, prepared by Allen & Major Associates, Inc. and dated July 6, 2004 (last revised January 25, 2005) (the "Easement Plan"), to be recorded concurrently herewith with said Registry and a print of said Easement Plan is attached as an Exhibit to an original counterpart of the Second Amendment to Easement Agreement (described below) to be filed with the Middlesex South Registry District of the Land Court (the "Land Court") concurrently herewith. The Grantor intends to improve Tract V by constructing thereon a seven (7) story research/office building (the "Building").

B. Contained within Tract V is a parcel of land containing 5,022 square feet, more or less, which is shown as the "Public Open Space Easement Area" on sheet E-2 of the Easement Plan (the "Tract V Open Space Area").

C. Pursuant to the provisions of Article II, Paragraph 4 of that certain Parcel 3 Easement Agreement (Master Utility and Access Easements) dated as of October 29, 1997 by and between the Grantor and the Cambridge Redevelopment Authority (the "CRA") recorded with the Registry at Book 27840, Page 21 and filed with the Land Court as Document No. 1045790 (as amended by (i) that certain First Amendment to Parcel 3 Easement Agreement dated as of March 11, 1998 recorded with the Registry at Book 28297, Page 308 and filed with the Land Court as Document No. 1058408 and (ii) that certain Second Amendment to Parcel 3 Easement Agreement dated of even date herewith to be concurrently recorded with said Registry and filed with said Land Court, hereinafter the "Easement Agreement"), Grantor has agreed to dedicate of record the Tract V Open Space Area as public open space for the benefit of the general public and to use the Tract V Open Space Area for the purpose of installing and maintaining grass, walkways, shrubs and other forms of landscaping and public amenities.

D. By the dedication thereof as set forth herein, the Tract V 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 Tract V Open Space Area, and assumes the following obligations in connection therewith:

(a) The Tract V 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 purposes; (3) for subsurface utility services (including, without limitation, gas, electric, telephone and cable), water service and stormwater drainage; (4) for pedestrian ingress and egress to and from the Building and other improvements that may be constructed from time to time on Tract V shown on the Property Line Plan; and (5) for such other purposes are specified in the Easement Agreement. The Tract V 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 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 the purposes of safety and security to persons and property, with respect to the use and operation of the Tract V Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Tract V 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 designee, which approval shall not be unreasonably withheld 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 10 days 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 Tract V 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) The aforesaid restriction regarding the use and enjoyment of the Tract V Open Space Area shall be a burden on Tract V, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge.

(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 \$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 Tract V Open Space Area. Upon request therefore, the Grantor shall promptly furnish, or cause to be furnished promptly, to the CRA and the City of Cambridge, 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 Tract V 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 Tract V 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.

(f) 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 Building to be constructed upon Tract V, or any substantial part thereof, no longer exists by reason of casualty or taking; or (ii) forty (40) years from the date hereof.

(g) Subject to the provisions of the preceding paragraph (f), 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 Tract V Open Space Area and Tract V and shall run to the benefit of, and be enforceable by, the City of Cambridge.

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

BP SEVEN CAMBRIDGE CENTER
LLC

By: Boston Properties Limited
Partnership, its sole member

By: Boston Properties, Inc.,
its sole general partner

By: 

Name: Michael A. Cantelupo

Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss.

On this 13th day of April, 2005, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were personal knowledge, 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 Senior Vice President of the general partner of the sole member of BP Seven Cambridge Center, LLC, a Delaware limited liability company.

Kelly M. Turner (official signature and seal of notary)

My commission expires: April 10, 2009

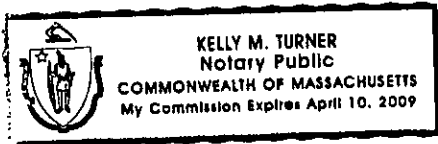


EXHIBIT A**OWNER: BP SEVEN CAMBRIDGE CENTER LLC****ADDRESS: 415 MAIN STREET, CAMBRIDGE**

A certain parcel of registered and unregistered land situated at the northerly side of Main Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Starting at a point being the Northeast corner of the Main Street and Western Connector Intersection; thence turning and running S84°25'14"E a distance of ninety-five and fifty-two hundredths feet (95.52') to the point of beginning being the Southwesterly most point of the parcel to be described hereafter; thence

N05°34'46"E	Eighty and no hundredths feet (80.00') to a point; thence
N16°21'22"W	Thirty-four and eighty hundredths feet (34.80') to a point; thence
N05°34'46"E	One hundred forty-six and fifty-three hundredths feet (146.53') to a point; thence
N60°30'12"W	Two hundred sixty-eight and eighty hundredths feet (268.80') to a point of non-tangency; thence
Southeasterly	And along a curve to the left having a radius of one hundred sixty-five and no hundredths feet (165.00') and having an arc length of sixty-four and twenty-six hundredths feet (64.26') to a point of tangency; thence
S05°30'52"W	Seventy-two and fifteen hundredths feet (72.15') to a point of curvature; thence
Southwesterly	And along a curve to the right having a radius of fifteen and no hundredths feet (15.00') and having an arc length of twenty-three and fifty-eight hundredths feet (23.58') to a point of tangency; thence
N84°25'15"W	Two hundred five and fifty-two hundredths feet (205.52') to the point of beginning.

The above described parcel is shown as "Tract V, Lot Area = 47,325 SF±, Proposed 7 Cambridge Center," on a plan entitled "Plot Plan, Tract V & VI, Cambridge Center,

Cambridge, MA," scale: 1" = 30', dated July 6, 2004, last revised January 25, 2005, as prepared by Allen & Major Associates, Inc., 400 West Cummings Park, Suite 5050, Woburn, MA 01801, recorded with the Middlesex South District Registry of Deeds contemporaneously herewith.

Included within the above described parcel of land is registered Lot 49 on a plan entitled "Subdivision Plan of Land in Cambridge, MA (Being a Subdivision of Lot 41, LC 30711-I)" dated August 11, 2004 (revised September 21, 2004), prepared by Allen & Major Associates, Inc., being Land Court Plan No. 30711-L.

Together with benefit of Subsurface Foundation Easement rights reserved in deed, acceptance and agreement between the Cambridge Redevelopment Authority and the City of Cambridge dated August 5, 1985, recorded in Book 16757, Page 198, and filed as Document No. 699759.

Together with the benefit of Operating and Easement Agreement with Cambridge Center Associates, the Trustees of Nine Cambridge Center Trust, and The Whitehead Institute for Biomedical Research, dated as of July 14, 1994, recorded in Book 24710, Page 175, and filed as Document No. 953030; as further affected by First Amendment to Operating and Easement Agreement dated as of September 14, 1994, recorded in Book 24923, Page 285, and filed as Document No. 960449; as further affected by Second Amendment to Operating and Easement Agreement, dated as of July 14, 2004, recorded in Book 43358, Page 415, and filed as Document No. 1343108; as further affected by Third Amendment to Operating and Easement Agreement by and between BP Seven Cambridge Center LLC, Cambridge Center West Garage LLC, and The Whitehead Institute for Biomedical Research recorded and filed contemporaneously herewith.

Together with the benefit of Parcel 3 Easement Agreement (Master Utility and Access Easements) between Boston Properties Limited Partnership and the Cambridge Redevelopment Authority dated October 29, 1997, recorded in Book 27840, Page 21, and filed as Document No. 1045790, as affected by First Amendment to Parcel 3 Easement Agreement (Master Utility and Access Easements) between Boston Properties Limited Partnership and the Cambridge Redevelopment Authority, dated as of March 11, 1998, recorded in Book 28297, Page 307, and filed as Document No. 1058408; as further affected by Second Amendment to Parcel 3 Easement Agreement by and between BP Seven Cambridge Center LLC and Cambridge Center West Garage LLC recorded and filed contemporaneously herewith.

For our title see deed dated July 21, 2004 filed as Document No. 1343100, Certificate of Title No. 23157; and recorded in Book 43358, Page 395.