



Bk: 81240 Pg: 21 Doc: MOD
Page: 1 of 3 02/10/2023 10:58 AM

MODIFICATION OF TRACT IVB OPEN SPACE RESTRICTION COVENANT

THIS MODIFICATION OF TRACT IVB OPEN SPACE RESTRICTION COVENANT (the "Modification") is made as of the 26th day of September, 2022 by BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership having an address in care of Boston Properties, Inc., 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199 (the "Grantor").

RECITALS

Reference is made to that certain Open Space Restriction Covenant (Tract IVB) dated as of March 11, 1998 (the "Covenant") granted by the Grantor and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 28297, Page 344.

The Grantor is the owner in fee of the parcel of land in Cambridge, Massachusetts shown as "Tract IVB" on a plan entitled "Master Easement Plan, Tract IVA & Tract IVB of Parcel 3, Cambridge, MA", sheets E-1 through E-2, prepared by Allen & Major Associates, Inc. and dated January 9, 1998 (the "Easement Plan"), which Easement Plan was recorded with the Registry as Plan No. 263 of 1998 in Book 28297, Page 277.

Contained within Tract IVB is a parcel of land containing 4,807 square feet, more or less, which is shown as the "Tract IVB Public Open Space Easement Area" on sheet E-2 of the Easement Plan.

Pursuant to Section (f) of the Covenant, the Covenant automatically terminates upon the earlier to occur of (i) the date on which the Building improvements to be constructed upon Tract IVB, or any substantial part thereof, no longer exist by reason of casualty or taking; or (ii) forty (40) years from the date of the Covenant (March 10, 2038).

WHEREAS, the Grantor desires to extend the forty (40) year period referenced in said Section (f) 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. Section (f) of the Covenant is hereby amended by deleting the words and numerals "forty (40)" in clause (ii) thereof and substituting the words and numerals "eighty-three (83) (being March 10, 2081)" therefor.

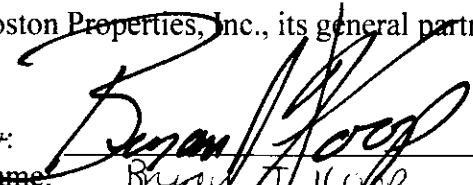
Boylston + Stovess
400 Atlantic Avenue
Boston, MA 02110

- 2. 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.

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

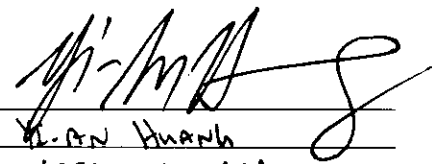
BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: 
 Name: Bryan J. Koop
 Title: Executive Vice President

Agreed to and accepted:

CITY OF CAMBRIDGE

By: 
 Name: Y. AN HUANG
 Title: CITY MANAGER

