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Recording Requested by,
and when Recorded Return to:
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100 Summer Street
Boston, Massachusetts 02110
Attn: Kevin P. Joyce, Esq.

**FIRST AMENDMENT TO DEED WITH
CONSERVATION AND PRESERVATION RESTRICTIONS**

This First Amendment to Deed with Conservation and Preservation Restrictions (this "First Amendment") is hereby entered into as of the 22nd day of August 2006 by and between The **COMMONWEALTH OF MASSACHUSETTS** (hereinafter the "Commonwealth"), acting by and through its Division of Capital Asset Management and Maintenance, with a mailing address at One Ashburton Place, Boston, Massachusetts 02108, and on behalf of its Department of Conservation and Recreation ("DCR"), having a principal business address of 251 Causeway Street, Boston, Massachusetts 02114, and on behalf of the Massachusetts Historical Commission ("MHC") having an address at 220 Morrissey Boulevard, Boston, Massachusetts 02125, and on behalf of the Massachusetts Water Resources Authority ("MWRA"), a body politic and corporate established pursuant to Chapter 372 of the Acts of 1984, having a principal business address of Charlestown Navy Yard, 100 First Avenue, Boston, Massachusetts 02129, under the authority of Chapter 218 of the Acts of 2000 (the "Act") and the provisions of section 40F½ of Chapter 7 of the Massachusetts General Law and **WATERWORKS PARK LLC**, a Massachusetts limited liability company ("Waterworks Park"), with a mailing address at c/o Edward A. Fish Associates, LLC, 536 Granite Street, 3rd Floor, Braintree, MA 02184.

WHEREAS, by that certain Deed with Conservation and Preservation Restrictions from the Commonwealth, as Grantor, to Waterworks Park, as Grantee, dated August 5, 2005 and recorded with the Suffolk County Registry of Deeds (the "Registry") in Book 37860, Page 176 (such being hereinafter referred to as the "Original Deed"), the Commonwealth reserved certain easements, rights, interests, restrictions, covenants, and conditions, all as specifically set forth in the Original Deed, including for relevant purposes hereof, the MWRA's rights to use permanent easements as described and shown in the Original Deed (the "MWRA Easement"), subject to the terms and provisions of the Original Deed.

WHEREAS, the Commonwealth, MWRA, and Waterworks Park have agreed to amend the Original Deed as it relates to the MWRA Easement in accordance with the terms and provisions of this First Amendment.

NOW, THEREFORE, in consideration of mutual agreements contained in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commonwealth and Waterworks Park hereby agree as follows:

24302436 Beacon Street, Brighton

