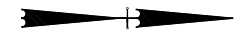


CONTROL  
ELEMENT  
6  
-12

MATCH LINE

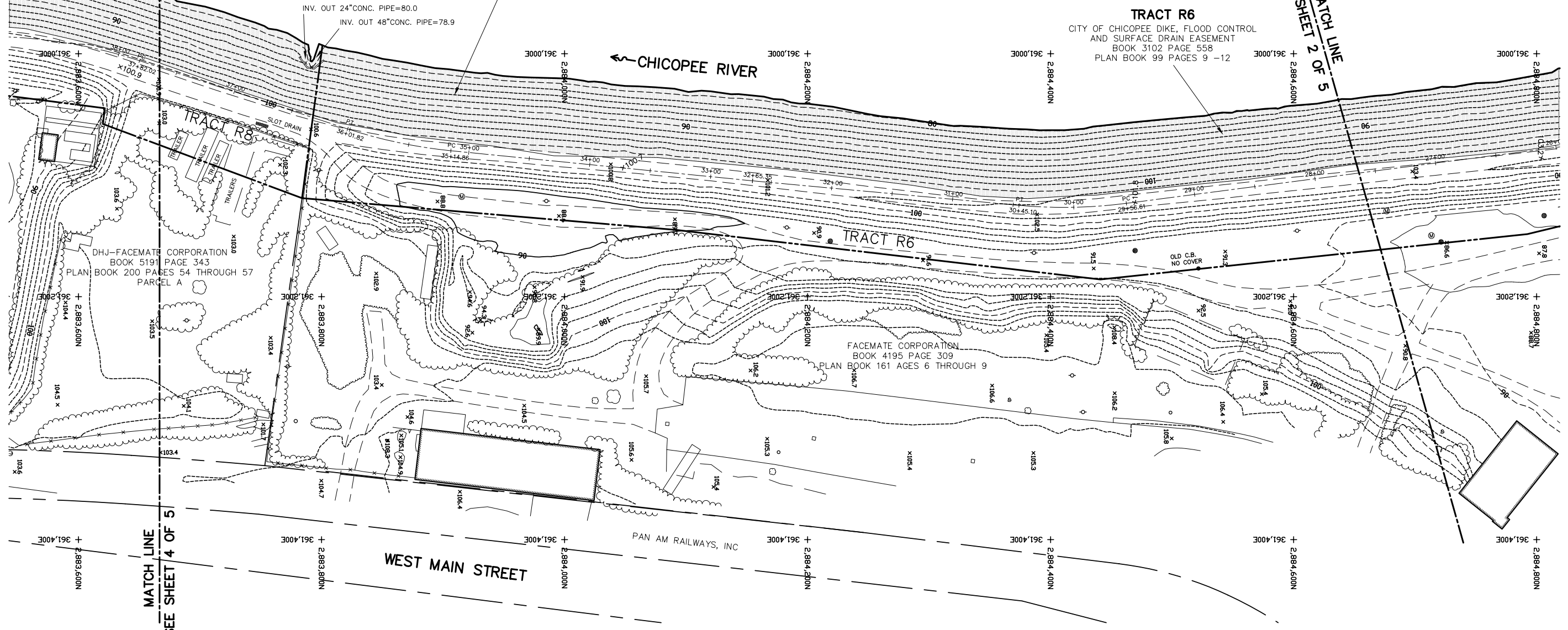
**TRACT R8**  
CITY OF CHICOPEE DIKE, FLOOD CONTROL  
AND SURFACE DRAIN EASEMENT  
BOOK 3119 PAGE 206  
PLAN BOOK 99 PAGES 9 -12

MERIDIAN OF THE MASSACHUSETTS  
STATE PLANE COORDINATE SYSTEM  
1983 DATUM



**TRACT R6**  
CITY OF CHICOPEE DIKE, FLOOD CONTROL  
AND SURFACE DRAIN EASEMENT  
BOOK 3102 PAGE 558  
PLAN BOOK 99 PAGES 9 -12

MATCH LINE  
SEE SHEET 2 OF 5



LINE & SYMBOL LEGEND

<ul style="list-style-type: none"> <li>○ TRAFFIC SIGNAL</li> <li>□ RAILROAD CONTROL BOX</li> <li>□ RAILROAD SWITCH</li> <li>○ SHRUB</li> <li>○ ROCK</li> <li>○ MARSH SYMBOL</li> <li>○ HYDRANT</li> <li>○ GATE/VALVE</li> <li>○ UTILITY VAULT</li> <li>○ UNCERTAIN HYDRANT</li> <li>○ MANHOLE</li> <li>○ UNCERTAIN MANHOLE</li> <li>○ CATCH BASINS</li> <li>○ UNCERTAIN CATCH BASIN</li> <li>○ UTILITY POLE</li> <li>○ UTILITY POLE WITH LIGHT</li> <li>○ STREET LIGHT</li> <li>○ GUY ANCHOR</li> <li>○ UNCERTAIN UTILITY POLE</li> <li>○ UTILITY BOX</li> <li>○ POLE</li> <li>○ POST</li> <li>○ UNCERTAIN POLE</li> <li>○ ROAD SIGN</li> <li>○ MONUMENT</li> <li>○ UNCERTAIN OBJECT</li> <li>○ x723.8 SPOT HEIGHT</li> <li>○ x74.0 FIELD LOCATED GRADE</li> <li>○ TREE</li> </ul>	<ul style="list-style-type: none"> <li>--- FENCE</li> <li>--- GUARD RAIL</li> <li>--- PARTLY VISIBLE FENCE</li> <li>--- RETAINING WALL</li> <li>--- INTERMEDIATE CONTOUR</li> <li>--- INDEX CONTOUR</li> <li>--- FLOOD CONTROL EASEMENT</li> <li>--- CONCRETE FLOOD WALL</li> <li>--- APPROXIMATE LEVEE BASELINE</li> <li>--- OTHER EASEMENT LINES</li> <li>--- PAVED ROAD</li> <li>--- DIRT DRIVE</li> <li>--- RAILROAD</li> <li>--- BUILDING</li> <li>--- TREE LINE</li> <li>--- SCRUB LINE</li> <li>--- HEDGE ROW</li> <li>--- BOUNDARY LINE</li> </ul>
--	--

SURVEYOR'S NOTES:

1. TOPOGRAPHIC DATA SHOWN HEREON IS BASED UPON AERIAL PHOTOGRAPHY TAKEN DURING APRIL, 2008. PHOTOGRAPHY AND MAPPING WERE PERFORMED BY COL-EAST, INC. OF NORTH ADAMS, MA AND SUPPLEMENTED WITH GROUND SURVEYS PERFORMED BY HERITAGE SURVEYS, INC. FROM MAY, 2008 THROUGH SEPTEMBER, 2009.
2. FOR REFERENCE TO BOUNDARY LINE AND EASEMENTS SEE A PLAN PREPARED BY HERITAGE SURVEYS, INC. TITLED "PLAN OF FLOOD CONTROL AND LEVEE EASEMENT IN CHICOPEE, MASSACHUSETTS SURVEYED FOR THE CITY OF CHICOPEE", DATED JUNE 15, 2009, SHEETS 1 THROUGH 4.
3. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA, AND ARE APPROXIMATE. ACTUAL LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION.
4. LOCATION OF FLOODWALL AND LEVEE BASELINES SHOWN ARE APPROXIMATE AND ARE BASED UPON PLANS PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR CHICOPEE RIVER FLOOD CONTROL DATED APRIL, 1963. NO MONUMENTATION OF BASELINES WAS FOUND AND IS HISTORICAL ONLY.
5. TOP CONCRETE FLOODWALL AND CENTERLINE LEVEE GRADES IN BOLD TYPE ARE FIELD LOCATED BY SURVEY AND ARE NOT THE RESULT OF AERIAL MAPPING. REFER TO LEGEND FOR AERIAL SPOT HEIGHT INDICATORS.

NORTH AMERICAN VERTICAL DATUM 1988

NOTE: FOR THIS FLOOD CONTROL SYSTEM, ELEVATIONS IN NGVD29 CAN BE OBTAINED BY ADDING 0.70 FEET TO THE ELEVATIONS SHOWN ON THIS PLAN.

**CHICOPEE FLOOD CONTROL WORKS**  
**CHICOPEE FALLS SYSTEM SHEET 3 OF 5**

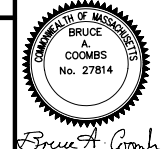
TOPOGRAPHIC PLAN OF LAND IN  
CHICOPEE, MASSACHUSETTS  
SURVEYED FOR  
THE CITY OF CHICOPEE

SCALE: 1" = 40'

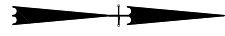


DATE: DECEMBER 12, 2009

**HERITAGE SURVEYS, INC.**  
REGISTERED PROFESSIONAL LAND SURVEYORS  
COLLEGE HIGHWAY & CLARK STREET  
POST OFFICE BOX 1  
SOUTHAMPTON, MASSACHUSETTS  
(413) 527-3600

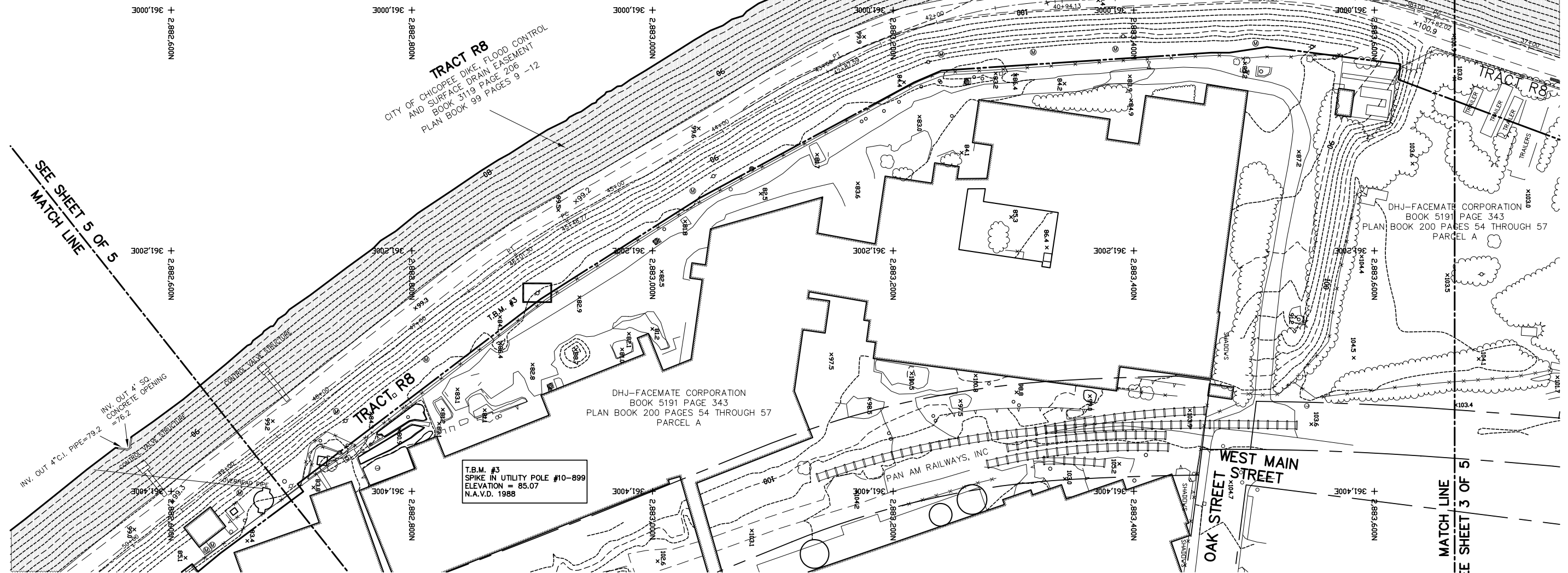


MERIDIAN OF THE MASSACHUSETTS  
STATE PLANE COORDINATE SYSTEM  
1983 DATUM



**TRACT R8**  
CITY OF CHICOPEE DIKE, FLOOD CONTROL  
AND SURFACE DRAIN EASEMENT  
BOOK 3119 PAGE 206  
PLAN BOOK 99 PAGES 9 -12

← CHICOPEE RIVER



T.B.M. #3  
SPIKE IN UTILITY POLE #10-899  
ELEVATION = 85.07  
N.A.V.D. 1988

LINE & SYMBOL LEGEND

<ul style="list-style-type: none"> <li>○ TRAFFIC SIGNAL</li> <li>□ RAILROAD CONTROL BOX</li> <li>□ RAILROAD SWITCH</li> <li>○ SHRUB</li> <li>○ ROCK</li> <li>○ MARSH SYMBOL</li> <li>○ HYDRANT</li> <li>○ GATE/VALVE</li> <li>○ UTILITY VAULT</li> <li>○ UNCERTAIN HYDRANT</li> <li>○ MANHOLE</li> <li>○ UNCERTAIN MANHOLE</li> <li>○ CATCH BASINS</li> <li>○ UNCERTAIN CATCH BASIN</li> <li>○ UTILITY POLE</li> <li>○ UTILITY POLE WITH LIGHT</li> <li>○ STREET LIGHT</li> <li>○ GUY ANCHOR</li> <li>○ UNCERTAIN UTILITY POLE</li> <li>○ UTILITY BOX</li> <li>○ POLE</li> <li>○ POST</li> <li>○ UNCERTAIN POLE</li> <li>○ ROAD SIGN</li> <li>○ MONUMENT</li> <li>○ UNCERTAIN OBJECT</li> <li>○ x723.8 SPOT HEIGHT</li> <li>○ x74.0 FIELD LOCATED GRADE</li> <li>○ TREE</li> <li>▬ RIP-RAP</li> </ul>	<ul style="list-style-type: none"> <li>--- FENCE</li> <li>--- GUARD RAIL</li> <li>--- PARTLY VISIBLE FENCE</li> <li>--- RETAINING WALL</li> <li>--- INTERMEDIATE CONTOUR</li> <li>--- INDEX CONTOUR</li> <li>--- FLOOD CONTROL EASEMENT</li> <li>--- CONCRETE FLOOD WALL</li> <li>--- APPROXIMATE LEVEE BASELINE</li> <li>--- OTHER EASEMENT LINES</li> <li>--- PAVED ROAD</li> <li>--- DIRT DRIVE</li> <li>--- RAILROAD</li> <li>--- BUILDING</li> <li>--- TREE LINE</li> <li>--- SCRUB LINE</li> <li>--- HEDGE ROW</li> <li>--- BOUNDARY LINE</li> </ul>
---	--

SURVEYOR'S NOTES:

1. TOPOGRAPHIC DATA SHOWN HEREON IS BASED UPON AERIAL PHOTOGRAPHY TAKEN DURING APRIL, 2008. PHOTOGRAPHY AND MAPPING WERE PERFORMED BY COL-EAST, INC. OF NORTH ADAMS, MA AND SUPPLEMENTED WITH GROUND SURVEYS PERFORMED BY HERITAGE SURVEYS, INC. FROM MAY, 2008 THROUGH SEPTEMBER, 2009.
2. FOR REFERENCE TO BOUNDARY LINE AND EASEMENTS SEE A PLAN PREPARED BY HERITAGE SURVEYS, INC. TITLED "PLAN OF FLOOD CONTROL AND LEVEE EASEMENT IN CHICOPEE, MASSACHUSETTS SURVEYED FOR THE CITY OF CHICOPEE", DATED JUNE 15, 2009, SHEETS 1 THROUGH 4.
3. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA, AND ARE APPROXIMATE. ACTUAL LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION.
4. LOCATION OF FLOODWALL AND LEVEE BASELINES SHOWN ARE APPROXIMATE AND ARE BASED UPON PLANS PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR CHICOPEE RIVER FLOOD CONTROL DATED APRIL, 1963. NO MONUMENTATION OF BASELINES WAS FOUND AND IS HISTORICAL ONLY.
5. TOP CONCRETE FLOODWALL AND CENTERLINE LEVEE GRADES IN BOLD TYPE ARE FIELD LOCATED BY SURVEY AND ARE NOT THE RESULT OF AERIAL MAPPING. REFER TO LEGEND FOR AERIAL SPOT HEIGHT INDICATORS.

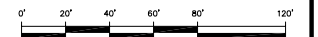
NORTH AMERICAN VERTICAL DATUM 1988

NOTE: FOR THIS FLOOD CONTROL SYSTEM, ELEVATIONS IN NGVD29 CAN BE OBTAINED BY ADDING 0.70 FEET TO THE ELEVATIONS SHOWN ON THIS PLAN.

**CHICOPEE FLOOD CONTROL WORKS**  
**CHICOPEE FALLS SYSTEM SHEET 4 OF 5**

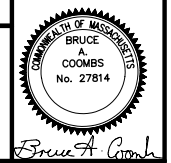
TOPOGRAPHIC PLAN OF LAND IN  
CHICOPEE, MASSACHUSETTS  
SURVEYED FOR  
THE CITY OF CHICOPEE

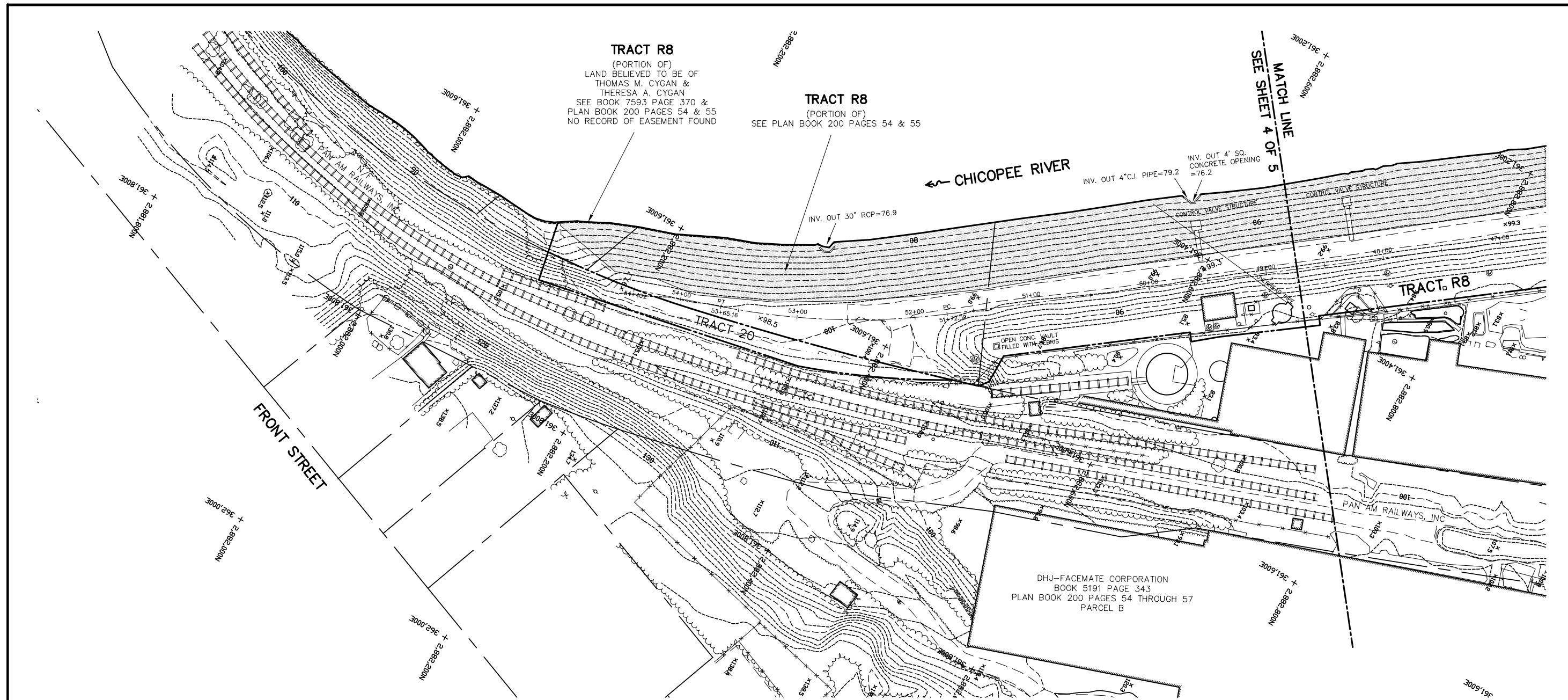
SCALE: 1" = 40'



DATE: DECEMBER 12, 2009

**HERITAGE SURVEYS, INC.**  
REGISTERED PROFESSIONAL LAND SURVEYORS  
COLLEGE HIGHWAY & CLARK STREET  
POST OFFICE BOX 1  
SOUTHAMPTON, MASSACHUSETTS  
(413) 527-3600





**TRACT R8**  
(PORION OF)  
LAND BELIEVED TO BE OF  
THOMAS M. CYGAN &  
THERESA A. CYGAN  
SEE BOOK 7593 PAGE 370 &  
PLAN BOOK 200 PAGES 54 & 55  
NO RECORD OF EASEMENT FOUND

**TRACT R8**  
(PORION OF)  
SEE PLAN BOOK 200 PAGES 54 & 55

← CHICOPEE RIVER

MATCH LINE  
-- SEE SHEET 4 OF 5

FRONT STREET

DHJ-FACEMATE CORPORATION  
BOOK 5191 PAGE 343  
PLAN BOOK 200 PAGES 54 THROUGH 57  
PARCEL B

LINE & SYMBOL LEGEND

<ul style="list-style-type: none"> <li>○ TRAFFIC SIGNAL</li> <li>○ RAILROAD CONTROL BOX</li> <li>○ RAILROAD SWITCH</li> <li>○ SHRUB</li> <li>○ ROCK</li> <li>○ MARSH SYMBOL</li> <li>○ HYDRANT</li> <li>○ GATE/VALVE</li> <li>○ UTILITY VAULT</li> <li>○ UNCERTAIN HYDRANT</li> <li>○ MANHOLE</li> <li>○ UNCERTAIN MANHOLE</li> <li>○ CATCH BASINS</li> <li>○ UNCERTAIN CATCH BASIN</li> <li>○ UTILITY POLE</li> <li>○ UTILITY POLE WITH LIGHT</li> <li>○ STREET LIGHT</li> <li>○ GUY ANCHOR</li> <li>○ UNCERTAIN UTILITY POLE</li> <li>○ UTILITY BOX</li> <li>○ POLE</li> <li>○ UNCERTAIN POLE</li> <li>○ ROAD SIGN</li> <li>○ MONUMENT</li> <li>○ UNCERTAIN OBJECT</li> <li>○ x723.8 SPOT HEIGHT</li> <li>○ x74.0 FIELD LOCATED GRADE</li> <li>○ TREE</li> </ul>	<ul style="list-style-type: none"> <li>--- FENCE</li> <li>--- GUARD RAIL</li> <li>--- PARTLY VISIBLE FENCE</li> <li>--- RETAINING WALL</li> <li>--- INTERMEDIATE CONTOUR</li> <li>--- INDEX CONTOUR</li> <li>--- FLOOD CONTROL EASEMENT</li> <li>--- CONCRETE FLOOD WALL</li> <li>--- APPROXIMATE LEVEE BASELINE</li> <li>--- OTHER EASEMENT LINES</li> <li>--- PAVED ROAD</li> <li>--- DIRT DRIVE</li> <li>--- RAILROAD</li> <li>--- BUILDING</li> <li>--- TREE LINE</li> <li>--- SCRUB LINE</li> <li>--- HEDGE ROW</li> <li>--- BOUNDARY LINE</li> </ul>
--	--

SURVEYOR'S NOTES:

1. TOPOGRAPHIC DATA SHOWN HEREON IS BASED UPON AERIAL PHOTOGRAPHY TAKEN DURING APRIL, 2008. PHOTOGRAPHY AND MAPPING WERE PERFORMED BY COL-EAST, INC. OF NORTH ADAMS, MA AND SUPPLEMENTED WITH GROUND SURVEYS PERFORMED BY HERITAGE SURVEYS, INC. FROM MAY, 2008 THROUGH SEPTEMBER, 2009.
2. FOR REFERENCE TO BOUNDARY LINE AND EASEMENTS SEE A PLAN PREPARED BY HERITAGE SURVEYS, INC. TITLED "PLAN OF FLOOD CONTROL AND LEVEE EASEMENT IN CHICOPEE, MASSACHUSETTS SURVEYED FOR THE CITY OF CHICOPEE", DATED JUNE 15, 2009, SHEETS 1 THROUGH 4.
3. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA, AND ARE APPROXIMATE. ACTUAL LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION.
4. LOCATION OF FLOODWALL AND LEVEE BASELINES SHOWN ARE APPROXIMATE AND ARE BASED UPON PLANS PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR CHICOPEE RIVER FLOOD CONTROL DATED APRIL, 1963. NO MONUMENTATION OF BASELINES WAS FOUND AND IS HISTORICAL ONLY.
5. TOP CONCRETE FLOODWALL AND CENTERLINE LEVEE GRADES IN BOLD TYPE ARE FIELD LOCATED BY SURVEY AND ARE NOT THE RESULT OF AERIAL MAPPING. REFER TO LEGEND FOR AERIAL SPOT HEIGHT INDICATORS.

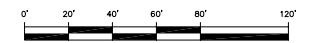
NORTH AMERICAN VERTICAL DATUM 1988

NOTE: FOR THIS FLOOD CONTROL SYSTEM, ELEVATIONS IN NGVD29 CAN BE OBTAINED BY ADDING 0.70 FEET TO THE ELEVATIONS SHOWN ON THIS PLAN.

**CHICOPEE FLOOD CONTROL WORKS**  
**CHICOPEE FALLS SYSTEM SHEET 5 OF 5**

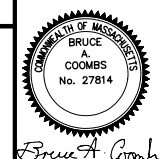
TOPOGRAPHIC PLAN OF LAND IN  
CHICOPEE, MASSACHUSETTS  
SURVEYED FOR  
THE CITY OF CHICOPEE

SCALE: 1" = 40'



DATE: DECEMBER 12, 2009

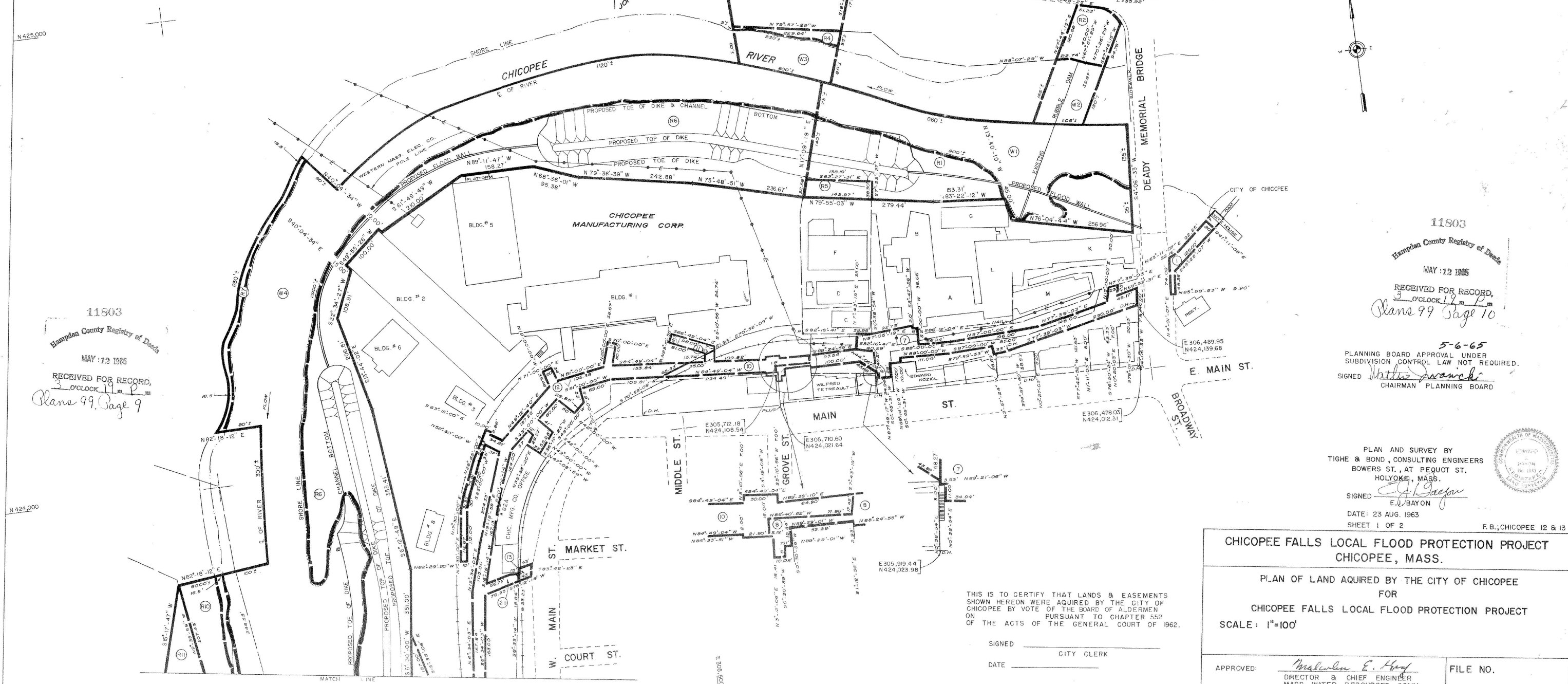
**HERITAGE SURVEYS, INC.**  
REGISTERED PROFESSIONAL LAND SURVEYORS  
COLLEGE HIGHWAY & CLARK STREET  
POST OFFICE BOX 1  
SOUTHAMPTON, MASSACHUSETTS  
(413) 527-3600



REGISTER OF ACQUISITION

TRACT NO.	GRANTOR	ACREAGE				REMARKS	TRACT NO.	GRANTOR	ACREAGE				REMARKS
		FEE	EASM T.	LEASED	PERMIT				FEE	EASM T.	LEASED	PERMIT	
1	JOHN M. & HELEN A. SRKA		0.071			R.C.P. EASEMENT	R1	JAMES C. CAYON	1.5±				
2	THEODORE R. THERRIEN	NOT ACQUIRED				DELETED FROM PLAN	R2	EDWARD J. LIEBERMAN			0.32		ACCESS TO RUBBLE DAM
3	EARL & SADIE M. BROVERMAN		0.011			"	R3	EDWARD J. LIEBERMAN			1.21		CORPS OF ENGRS. OFFICE LOT
4	PENELOPE PAPPATRIANDAFILLOPOULOS		0.022			"	R4	CHICOPEE MFR. CORP.			0.09±		"
5	EMILE J. & BELANISE DARCY		0.012			"	R5	GLENWOOD TRUCKING CO.			0.11		"
6	CHICOPEE FALLS SAVINGS BANK		0.0611			"	R6	CHICOPEE MFR. CORP.			0.24±		"
7	JAMES C. CAYON		0.48			R.C.P. EASEMENT	R7	CHICOPEE MFR. CORP.					
8	STANLEY J. & AUDREY M. SZLACHETKA		0.15			"							
9	ORZEK FUEL INC.	NOT ACQUIRED				DELETED FROM PLAN							
10	HENRY J. & FREDERICK J. ORWAT		0.17			R.C.P. EASEMENT							
11	CHICOPEE MFR. CORP.		0.025			"							
12	CHICOPEE MFR. CORP.		1.11			"							
13	BOSTON & MAINE R.R. CO.		0.02			"							
W1	JAMES C. CAYON		1.5±			RIVER CHANNEL - INCL. RUBBLE DAM							
W2	CHICOPEE MFR. CORP.			0.35±		ACCESS TO RUBBLE DAM							
W3	CHICOPEE MFR. CORP.			0.3±		EXTN. OF CORPS OF ENGRS. OFFICE LOT							
W4	CHICOPEE MFR. CORP.		9±			RIVER CHANNEL							

LEGEND  
 ● I.P. — IRON PIPE OR IRON PIN FOUND.  
 ● D.H. — DRILL HOLE FOUND.



11803  
 Hampden County Registry of Deeds  
 MAY 12 1965  
 RECEIVED FOR RECORD  
 3 O'CLOCK P.M.  
 Plans 99 Page 9

11803  
 Hampden County Registry of Deeds  
 MAY 12 1965  
 RECEIVED FOR RECORD  
 3 O'CLOCK P.M.  
 Plans 99 Page 10

5-6-65  
 PLANNING BOARD APPROVAL UNDER  
 SUBDIVISION CONTROL LAW NOT REQUIRED.  
 SIGNED *William Swank*  
 CHAIRMAN PLANNING BOARD

PLAN AND SURVEY BY  
 TIGHE & BOND, CONSULTING ENGINEERS  
 BOWERS ST., AT PEQUOT ST.  
 HOLYOKE, MASS.  
 SIGNED *E. J. Bayon*  
 E. J. BAYON  
 DATE: 23 AUG. 1963  
 SHEET 1 OF 2



CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT  
 CHICOPEE, MASS.

PLAN OF LAND ACQUIRED BY THE CITY OF CHICOPEE  
 FOR  
 CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT  
 SCALE: 1"=100'

APPROVED: *Malcolm E. Hoff*  
 DIRECTOR & CHIEF ENGINEER  
 MASS. WATER RESOURCES COMM.  
 DATE: *Apr. 14, 1964*

FILE NO.

THIS IS TO CERTIFY THAT LANDS & EASEMENTS SHOWN HEREON WERE ACQUIRED BY THE CITY OF CHICOPEE BY VOTE OF THE BOARD OF ALDERMEN ON \_\_\_\_\_ PURSUANT TO CHAPTER 552 OF THE ACTS OF THE GENERAL COURT OF 1962.

SIGNED \_\_\_\_\_ CITY CLERK  
 DATE \_\_\_\_\_

REGISTER OF ACQUISITION

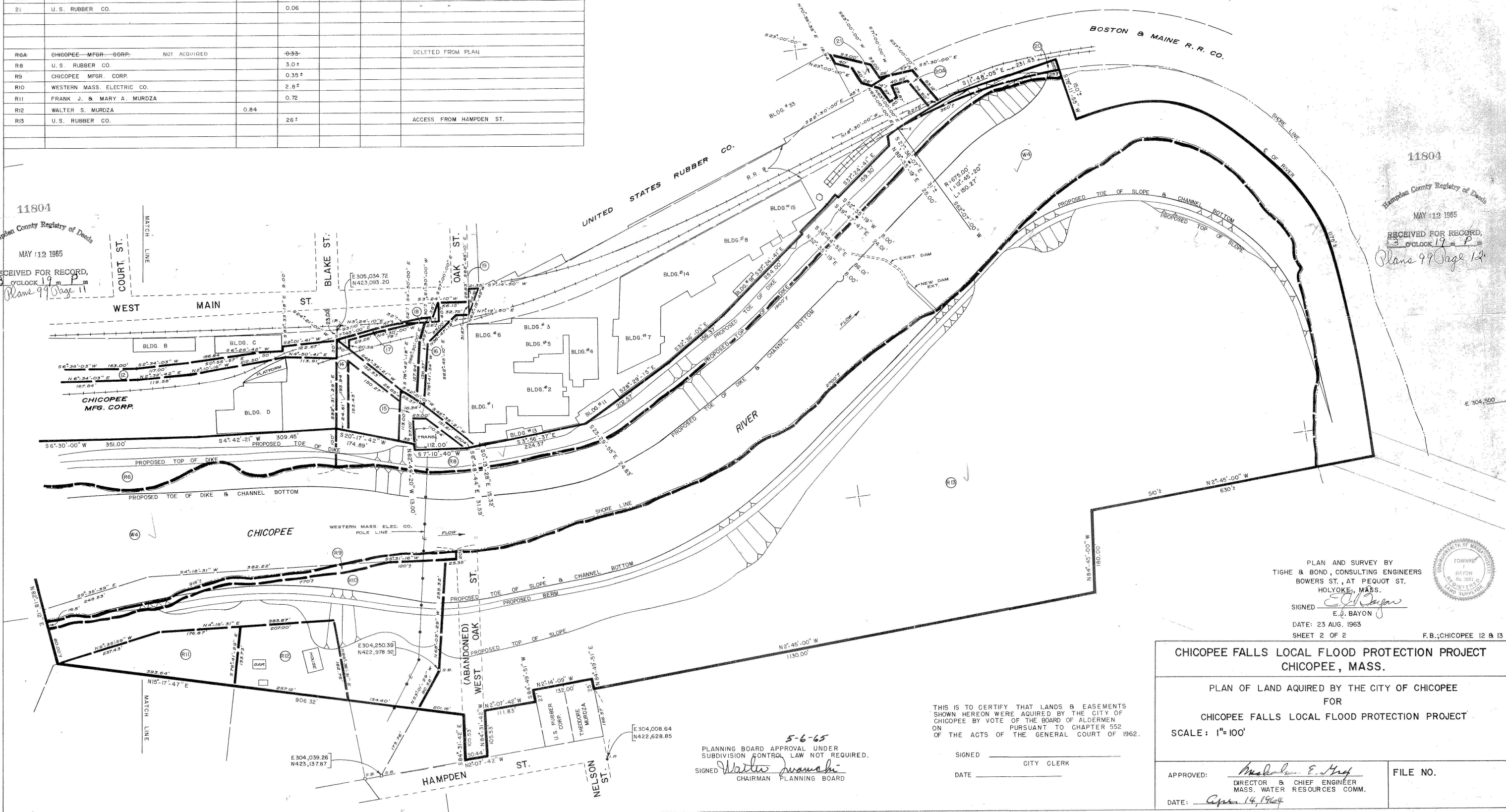
TRACT NO.	GRANTOR	FEE	ACREAGE			REMARKS
			EASM'T.	LEASED	PERMIT	
14	U. S. RUBBER CO.		0.19			RCP EASEMENT
15	U. S. RUBBER CO.		0.17			" " "
16	U. S. RUBBER CO.		0.13			" " "
17	U. S. RUBBER CO.		0.24			" " "
18	BOSTON & MAINE R. R. CO.		0.018			" " "
19	BOSTON & MAINE R. R. CO.		0.015			" " "
20	BOSTON & MAINE R. R. CO.		0.13			DIKE EASEMENT
20A	BOSTON & MAINE R. R. CO.		0.10			RCP EASEMENT
21	U. S. RUBBER CO.		0.06			" " "
R6A	CHICOPEE MFG. CORP.	NOT ACQUIRED	0.33			DELETED FROM PLAN
R8	U. S. RUBBER CO.		3.0±			
R9	CHICOPEE MFG. CORP.		0.35±			
R10	WESTERN MASS. ELECTRIC CO.		2.8±			
R11	FRANK J. & MARY A. MURDZA		0.72			
R12	WALTER S. MURDZA	0.84				
R13	U. S. RUBBER CO.		26±			ACCESS FROM HAMPDEN ST.

LEGEND

- S.B. — STONE BOUND FOUND.
- I.P. — IRON PIPE OR IRON PIN FOUND.

11804  
Hamden County Registry of Deeds  
MAY 12 1965  
RECEIVED FOR RECORD,  
3 O'CLOCK 19 P.M.  
Plans 99 Page 11

11804  
Hamden County Registry of Deeds  
MAY 12 1965  
RECEIVED FOR RECORD,  
3 O'CLOCK 19 P.M.  
Plans 99 Page 12



5-6-65  
PLANNING BOARD APPROVAL UNDER  
SUBDIVISION CONTROL LAW NOT REQUIRED.  
SIGNED *Walter Marchi*  
CHAIRMAN PLANNING BOARD

THIS IS TO CERTIFY THAT LANDS & EASEMENTS  
SHOWN HEREON WERE ACQUIRED BY THE CITY OF  
CHICOPEE BY VOTE OF THE BOARD OF ALDERMEN  
ON \_\_\_\_\_ PURSUANT TO CHAPTER 552  
OF THE ACTS OF THE GENERAL COURT OF 1962.  
SIGNED \_\_\_\_\_ CITY CLERK  
DATE \_\_\_\_\_

PLAN AND SURVEY BY  
TIGHE & BOND, CONSULTING ENGINEERS  
BOWERS ST., AT PEQUOT ST.  
HOLYOKE, MASS.  
SIGNED *E. J. Bayon*  
E. J. BAYON  
DATE: 23 AUG. 1963  
SHEET 2 OF 2



CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT  
CHICOPEE, MASS.

PLAN OF LAND ACQUIRED BY THE CITY OF CHICOPEE  
FOR  
CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT  
SCALE: 1"=100'

APPROVED: *Malcolm E. Hef*  
DIRECTOR & CHIEF ENGINEER  
MASS. WATER RESOURCES COMM.  
DATE: *Apr 14, 1964*  
FILE NO.

558

BOOK 3102 PAGE 558

7977

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that JOHNSON & JOHNSON, a New Jersey corporation, having a place of business in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts, as grantor, in consideration of the sum of ONE (1) DOLLAR and other good and valuable consideration paid by the City of Chicopee, the receipt whereof is hereby acknowledged, does hereby give, grant, sell and convey unto the said City of Chicopee and its successors and assigns forever, a perpetual, permanent and assignable easement and right-of-way in and to the lands more particularly described herein to construct, maintain, repair, operate, patrol, replace or remove "A dike, flood wall, surface drain system with fittings, and all appliances attached thereto, together with all reasonable facilities in relation to the Chicopee Falls Local Flood Protection Project" and to pass freely to and from the same in any manner with vehicles and equipment for the purpose of maintaining, constructing and repairing said Project, and including the rights hereinafter described, in, upon, under, over and across a certain parcel of land situated in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

FIRST PARCEL -

Beginning at the southeasterly corner of the tract herein described, said point being the northlymost corner and projection of Tract 10 as shown on Sheet 1 of plans titled "Chicopee Falls Local Flood Protection Project, Chicopee, Massachusetts, Scale : 1"=100', Tighe & Bond, Consulting Engineers";

thence S 70°58'09" W a distance of twenty-one and ninety-three hundredths (21.93) feet along a northwesterly

property line of land now or formerly of Henry J. and Frederick J. Orwat, also being a northwesterly line of Tract 10 to a point;  
 thence N 66°49'04" W a distance of eighty-one (81) feet to a point;  
 thence N 23°10'56" E a distance of twenty (20) feet to a point;  
 thence S 66°49'04" E a distance of ninety-six (96) feet to a point;  
 thence S 5°10'56" W a distance of seven (7) feet to the point of beginning and containing about twenty-five thousandths (0.025) acres; being Tract 11 as shown on Sheet 1 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", which plans are on file in the office of the City Engineer of the City of Chicopee.

SECOND PARCEL -

Beginning at the southeasterly corner of the tract herein described, said point being N 82°31'29" W a distance of twenty-three (23) feet along the northerly property line of land now or formerly of the United States Rubber Company from an iron pipe marking the northeast corner of said United States Rubber Company and having coordinates of N 423,093.20, E 305,034.72 in the Massachusetts State Coordinate System;

thence N 82°31'29" W a distance of thirty (30) feet along the northerly property line of the United States Rubber Company to a point;

thence N 4°50'41" E a distance of one hundred thirteen and ninety-one hundredths (113.91) feet to the easterlymost projection of a platform attached to Building D of the Chicopee Manufacturing Corp.;

560

BOOK 3102 PAGE 560

thence N 2°10'16" W a distance of two hundred twelve and fifty hundredths (212.50) feet to the northeasterly corner of Tract R6A;

thence N 2°32'42" E a distance of one hundred nineteen and fifty-eight hundredths (119.58) feet to a point;

thence N 6°34'03" E a distance of one hundred sixty-seven and eighty-four hundredths (167.84) feet to a point;

thence N 15°34'03" E a distance of one hundred five (105) feet to a point;

thence N 19°18'56" E a distance of two hundred four and thirty-three hundredths (204.33) feet to a point;

thence N 56°30'00" W a distance of thirty-seven (37) feet to a point;

thence S 26°45'00" W a distance of thirty-five (35) feet to a point;

thence S 23°00'00" W a distance of seventy-five (75) feet to a point;

thence S 17°30'00" W a distance of thirty (30) feet to a point;

thence S 7°30'00" W a distance of one hundred twelve (112) feet to a point;

thence N 82°29'50" W a distance of ten (10) feet to a point;

thence N 7°30'00" E a distance of one hundred twelve and eighty-seven hundredths (112.87) feet to a point;

thence N 17°30'00" E a distance of thirty-one and thirty-five hundredths (31.35) feet to a point;

thence N 23°00'00" E a distance of seventy-five and eighty-one hundredths (75.81) feet to a point;

thence N 26°45'00" E a distance of sixty-four and thirty-three hundredths (64.33) feet to a point;



thence S 63°15'00" E a distance of ten (10) feet to a point;

thence S 26°45'00" W a distance of eight and eighty-six hundredths (8.86) feet to a point;

thence S 56°30'00" E a distance of thirty-four and twenty-two hundredths (34.22) feet to a point;

thence N 48° 12'40" E a distance of one hundred fifty-seven and twenty-two hundredths (157.22) feet to a point;

thence N 19°00'00" W a distance of thirty-five and forty-six hundredths (35.46) feet to a point;

thence N 71°00'00" E a distance of twenty (20) feet to a point;

thence S 19°00'00" E a distance of thirty-four and no hundredths (34.00) feet to a point;

thence N 81°00'00" E a distance of one hundred five and thirty-eight hundredths (105.38) feet to a point;

thence N 20°00'00" E a distance of fifty-eight and sixty-seven hundredths (58.67) feet to a point;

thence S 70°00'00" E a distance of twenty and no hundredths (20.00) feet to a point;

thence S 20°00'00" W a distance of fifty and no hundredths (50.00) feet to a point;

thence S 84°49'04" E a distance of one hundred fifty-three and eighty-four hundredths (153.84) feet to the northwesterly property line of land now or formerly of Henry J. and Frederick J. Orwat;

thence S 70°58'09" W a distance of sixty-five and eighty-three hundredths (65.83) feet along said westerly property line of Henry J. and Frederick J. Orwat, also being a northwesterly line of Tract 10 to a point being the westerly corner of Tract 10;

562

BOOK 3102 PAGE 562

thence N 84°49'04" W a distance of one hundred five and eighty-one hundredths (105.81) feet to a point;

thence S 81°00'00" W a distance of sixty-nine and no hundredths (69.00) feet to a point;

thence S 9°00'00" E a distance of thirty-three and no hundredths (33.00) feet to a point;

thence S 48°00'00" W a distance of twenty-nine and eighty-five hundredths (29.85) feet to a point;

thence N 42°00'00" W a distance of fifty and no hundredths (50.00) feet to a point;

thence S 48°00'00" W a distance of sixty and no hundredths (60.00) feet to a point;

thence S 42°00'00" E a distance of forty-one and no hundredths (41.00) feet to a point;

thence S 36°10'23" W a distance of fifty-five and twenty-five hundredths (55.25) feet to the northeasterly face of Building B2A of the Chicopee Manufacturing Corp.;

thence N 47°08'54" W a distance of thirty-five and no hundredths (35.00) feet along the northeasterly face of said Chicopee Manufacturing Corp. building to a point;

thence N 35°53'20" E a distance of twenty-eight and twenty-seven hundredths (28.27) feet to a point;

thence N 42°00'00" W a distance of twelve and no hundredths (12.00) feet to a point;

thence S 48°00'00" W a distance of fifty-seven and no hundredths (57.00) feet to a point;

thence S 20°46'14" W a distance of one hundred twenty-four and no hundredths (124.00) feet to a point, said point being a distance of 2 ft. westerly of the westerly face of Chicopee Manufacturing Corp. Building B2A;

thence S 16°16'14" W a distance of one hundred sixty-seven and thirteen hundredths (167.13) feet to a point;

thence N 76°12'18" E a distance of fifty-six and seventy-five hundredths (56.75) feet to a point;

thence S 83°42'23" E a distance of about fifteen (15) feet to a westerly property line of the Boston & Maine Railroad Company, said last course being a distance of one (1) foot from the southerly face of Chicopee Manufacturing Corp. Building B2A;

thence S 6°33'14" W a distance of fifteen and eighty-four hundredths (15.84) feet along said westerly property line of Boston & Maine Railroad Company to a point;

thence S 76°12'18" W a distance of seventy-six and ninety-three (76.93) feet to a point, said last four courses describing a projection designated as Tract 12A for identification purposes;

thence S 6°34'03" W a distance of one hundred sixty-three and no hundredths (163.00) feet;

thence S 2°34'03" W a distance of one hundred seventeen and no hundredths (117.00) feet to a point;

thence S 0°55'57" E a distance of one hundred fifty-six and ninety-four (156.94) feet to a point, said point being one (1) foot westerly of the westerly face of Chicopee Manufacturing Corp. Building C;

thence S 6°26'42" W a distance of fifty and no hundredths (50.00) feet to a point, said last course being a distance of one (1) foot westerly and parallel to the westerly face of Chicopee Manufacturing Corp. Building C;

thence S 83°33'18" E a distance of nine and no hundredths (9.00) feet, said course being one (1) foot southerly and parallel to the southerly face of Chicopee Manufacturing Corporation Building C;

564

BOOK 3102 PAGE 564

thence S 2°01'41" W a distance of one hundred twenty-two and sixty-seven hundredths (122.67) feet to the land now or formerly of the United States Rubber Company and the point of beginning and containing about one and eleven hundredths (1.11) acres; being Tract 12 as shown on Sheets 1 and 2 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers," and which said plans are on file in the office of the City Engineer of the City of Chicopee.

THIRD PARCEL -

Beginning at the northwesterly corner of property now or formerly of the U. S. Rubber Company at the Chicopee River;

thence southerly along the easterly shore of the Chicopee River a distance of about nineteen hundred (1900) feet to the southwesterly corner of Tract R8 as shown on Sheet 2 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers;

thence S 78°11'55" W a distance of about one hundred (100) feet to the center of the Chicopee River;

thence southerly and/or westerly along the centerline of the Chicopee River a distance of about eleven hundred seventy-five (1175) feet to a point;

thence N 2°45'00" W a distance of about one hundred twenty (120) feet to the northerly shore of the Chicopee River;

thence easterly and/or northerly along the northerly and/or westerly shore of the Chicopee River a distance of about twenty-seven hundred (2700) feet to land of the Chicopee Manufacturing Corporation, said point being the southeasterly corner of Tract R9;

thence northerly along the low water mark of the westerly shore of the Chicopee River a distance of about nine hundred fifteen (915) feet to a point;

thence N 82°18'12" E a distance of about one hundred (100) feet to the center of the Chicopee River;

thence in a northerly direction along the centerline of the Chicopee River a distance of about three hundred feet (300ft.) to a point;

thence S 82°18'12" W a distance of about eighty (80) feet to the low water line of the westerly shore of the Chicopee River, said point being the southeasterly corner of Tract R7;

thence northeasterly along the low water line of the westerly shore of the Chicopee River a distance of about six hundred thirty (630) feet to a point; said point being the northeasterly corner of Tract R7;

thence S 40°04'34" E a distance of about ninety (90) feet to the center of the Chicopee River;

thence northerly and easterly along the centerline of the Chicopee River a distance of about eleven hundred twenty (1120) feet to a point; said point being the northwesterly corner of Tract W1;

thence S 17°09'19" W a distance of about seventy-five (75) feet to the southerly shore of the Chicopee River, said point being a southwesterly corner of Tract W1, also being the northwesterly corner of Tract R1;

thence westerly and southerly along the southerly and easterly shore of the Chicopee River a distance of about twenty-nine hundred (2900) feet to the northerly property line of U.S. Rubber Company, being the point of beginning, and containing about nine (9) acres; being Tract W4 as shown on Sheet 1 and Sheet 2 of plans titled "Chicopee Falls Local Flood Protection

56

BOOK 3102 PAGE 566

Project, Chicopee Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee.

FOURTH PARCEL -

Beginning at a northerly corner of the tract herein described, said point being the northwesterly corner of Tract R1, also being the northwesterly corner of property now or formerly of James C. Cayon;

thence S 17°09'19" W a distance of about one hundred forty (140) feet from the southerly shore of the Chicopee River to the northwesterly corner of the land now or formerly of the Glenwood Trucking Co., also being the northwesterly corner of Tract R5;

thence continuing on same course a distance of thirty-two and fifty-eight (32.58) feet along the westerly line of the Glenwood Trucking Co. to a point;

thence N 75°48'51" W a distance of two hundred thirty-six and sixty-seven hundredths (236.67) feet to a point;

thence N 79°36'39" W a distance of two hundred forty-two and eighty-eight hundredths (242.88) feet to a point;

thence N 68°36'01" W a distance of ninety-five and thirty-eight hundredths (95.38) feet to a point;

thence N 89°11'47" W a distance of one hundred fifty-eight and twenty-seven hundredths (158.27) feet to a point, said last course being parallel to and two (2) feet northerly of the northerly face of the platform attached to Building 5 of the Chicopee Manufacturing Corp.;

thence S 61°49'49" W a distance of two hundred ten (210) feet to a point one (1) foot northeasterly from the northeasterly face of Building 2 of the Chicopee Manufacturing Corp.;

thence N 40°04'34" W a distance of ten (10) feet,  
said course being one (1) foot northeasterly of the northeast  
face of said Building 2;

thence S 49°55'26" W a distance of one hundred (100)  
feet, said course being parallel to and one (1) foot from the  
northwesterly face of said Building 2;

thence S 40°04'34" E a distance of fifteen (15) feet,  
said course being parallel to and at a distance of two (2)  
feet from the southwesterly face of Building 2 of the Chicopee  
Manufacturing Corp.;

thence S 22°34'27" W a distance of one hundred eight  
and ninety-one (108.91) feet to a point;

thence S 13°44'02" E a distance of two hundred six  
and eighty-one hundredths (206.81) feet to a point;

thence S 6°12'48" E a distance of three hundred  
fifty-three and forty-one hundredths (353.41) feet to a point;

thence S 6°30'00" W a distance of three hundred fifty-  
one (351) feet to a point;

thence S 4°42'21" W a distance of three hundred nine  
and forty-five hundredths (309.45) feet to the northerly  
boundary of the United States Rubber Company;

thence N 82°31'29" W a distance of about one hundred  
(100) feet along the northerly property line of the United  
States Rubber Company to the easterly shore of the Chicopee  
River;

thence northerly and easterly along the easterly and  
southerly shore of the Chicopee River for a distance of about  
twenty-nine hundred (2900) feet to the point of beginning and  
containing about six (6) acres, being Tract R6 as shown on Sheets  
1 and 2 of plans titled: "Chicopee Falls Local Flood Protection  
Project, Chicopee Massachusetts, Scale: 1"=100', Tighe & Bond,

568

BOOK 3102 PAGE 568

Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee. Tract R6 subject to Western Mass. Electric Co. rights of way for electrical transmission lines.

FIFTH PARCEL -

R7  
Beginning at the northeasterly corner of the tract herein described, said point being at the intersection of the low water mark of the northwesterly shore of the Chicopee River and the line of the northeasterly face of Chicopee Manufacturing Corp. Building 2 extended, said line having a bearing of N 40°04'34" W from the northeasterly corner of said Building 2;

thence southwesterly along the northwesterly shore of the Chicopee River a distance of about six hundred thirty (630) feet to a point;

thence S 82°18'12" W a distance of about seventeen and no hundredths (17.00) feet to a point, said point being a distance of sixteen and five-tenths (16.5) feet westerly of the low water mark of the westerly shore of the Chicopee River;

thence northeasterly along a line being parallel to and sixteen and five-tenths (16.5) feet northwesterly from the low water mark of the northwesterly shore of the Chicopee River a distance of about six hundred thirty (630) feet to a point;

thence S 40°04'34" E a distance of about seventeen (17) feet to the point of beginning, and containing about twenty-four hundredths (0.24) acres, being Tract R-7 as shown on Sheet 1 of plans titled "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee.



SIXTH PARCEL -

Beginning at the northeasterly corner of the tract herein described, said point being located as follows: Beginning at an iron pin, lying along the southerly line of Nelson St. at the intersection of the westerly line of Hampden St.; thence N 3°26'31" E a distance of five hundred nine and ninety-four hundredths (509.94) ft. to a stone bound on the easterly line of Hampden St. said land located at coordinates N 423,137.87; E 304,039.26 Mass. State Board Coordinate System; thence S 53° 01'29" E a distance of one hundred seventy-three and seventy-six hundredths (173.76) ft. along property now or formerly of the United States Rubber Company and property now or formerly of the Western Mass. Electric Company to a point; thence N 15° 17'47" E a distance of seven hundred five and sixteen hundredths (705.16) ft. along the westerly lines of Tracts R-11 and R-12 to a point; thence N 82°18'12" E a distance of about ninety-six and fifty hundredths (96.50) ft. to the low water mark of the westerly shore of the Chicopee River, said point being the northeasterly corner of Tract R-9;

thence along the low water mark of the westerly shore of the Chicopee River in a southerly direction a distance of about nine hundred fifteen (915) feet to property now or formerly of the United States Rubber Company;

thence N 84°31'42" W a distance of about twenty (20) ft. along land of United States Rubber Company to a point;

thence N 5°31'16" E a distance of about one hundred forty-five and thirty-five hundredths (145.35) ft. along property now or formerly of United States Rubber Company and Western Mass. Electric Co., to a point being sixteen and five tenths (16.5) ft. westerly of the low water mark of the westerly shore of the Chicopee River;

570

BOOK 3102 PAGE 570

thence northerly along a line parallel to and sixteen and five tenths (16.5) ft. westerly of the low water line of the westerly shore of the Chicopee River for a distance of about seven hundred seventy (770) ft. to a point;

thence N 82°18'12" E a distance of about sixteen and five tenths (16.5) ft. to the point of beginning and containing about 0.35 acres; being Tract R-9 as shown on Sheet 2 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers, and which said plans are on file in the office of the City Engineer of the City of Chicopee.

-----

Together with the right to trim, cut, fell and remove therefrom all trees, underbrush and other vegetation within the limits of said easement or right-of-way, and for such distance beyond said limits and adjacent thereto as is necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures or utilities placed or constructed on, over or under said land within the limits of said easement.

Reserving, however, to the grantor, its successors and assigns forever, all right, title, interest and privilege, as may be exercised and enjoyed without interference with or abridgment of the easement and right-of-way.

The grantor agrees to the following covenants which shall run with the land subjected to easement.

(a) That the City of Chicopee may grant, convey, transfer, assign or permit the use and occupation of, by grant of easement, lease, license, permit or otherwise, all or any part

of the easement and rights granted herein, to any individual, partnership, corporation or political body, for any purpose related to the construction, maintenance or repair of the dikes, flood walls and drain system of the Chicopee Falls Local Flood Protection Project.

(b) That the payment by the City of Chicopee of the consideration recited herein shall constitute full, fair value and full compensation to the grantor, for the easement and rights herein granted, whether such easement and rights shall be exercised by the City of Chicopee or by any of its grantees, transferees, assignees, lessees, licensees, or permittees as described in the foregoing subsection (a) of this paragraph; and the grantor expressly releases and relinquishes any and all claims against any of the aforementioned for further or future payment of consideration for the aforesaid easement and rights except as stated herein.

Said easement and rights shall continue in perpetuity from the date of this instrument conveying the same to the City of Chicopee and its successors and assigns.

Subject to existing easements for public roads and highways, for public utilities, for railroads, and pipe lines.

Meaning and intending to convey an easement entered in the same premises conveyed to the grantor herein by deed of Chicopee Manufacturing Corp. dated December 31, 1962, and recorded with the Hampden County Registry of Deeds, Book 3091 , Page 236 .

TO HAVE AND TO HOLD the easement and right-of-way with all the privileges thereof, unto the said City of Chicopee and its successors and assigns, to its and their use and behoof forever.

572

BOOK 3102 PAGE 572

By acceptance of this grant the City of Chicopee and its successors and assigns covenant, for the duration of, and with respect to the easement and rights set forth herein, that:

(a) They will, at their expense, on completion of any construction, maintenance or repair of the Chicopee Falls Local Flood Protection Project on the lands of the grantor, fill all holes and trenches and restore the surface of the grantor's property to its normal condition and if the ground settles or subsides at any place, such settlement shall be refilled and the ground level restored to its normal condition. All debris will be removed and all surface and subsurface appurtenances of the grantor will be restored.

(b) All private roadways, parking lots, etc., on the lands of the grantor which are used by the City of Chicopee, its successors and assigns, or any contractors or agents in connection with the Chicopee Falls Local Flood Protection Project will be maintained in a safe and usable condition at all times and, if damaged, will be restored to their normal condition and all such roadways, parking lots, etc., under which the surface drain system is installed will be restored after any construction, maintenance or repair to their normal condition.

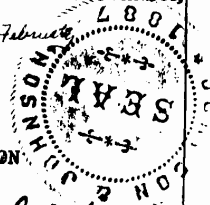
(c) Grantor shall have the right to inspect the easement and right-of-way at any time and the City of Chicopee, its successors and assigns, will perform such acts as may be reasonably requested by the grantor to protect its property.

(d) The City of Chicopee, its successors and assigns, will bear the expense of all damage to the property of the grantor located outside of the above-described easement and

right-of-way caused by the construction, maintenance or repair of the Chicopee Falls Local Flood Protection Project.

IN WITNESS WHEREOF, the said grantor, JOHNSON & JOHNSON has hereunto set its hand and seal this 12<sup>th</sup> day of February, 1965.

JOHNSON & JOHNSON



By John J. Smith  
President  
Chicopee Manufacturing Company  
Division of Johnson & Johnson

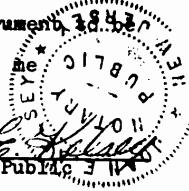
ATTEST:

David E. Collins  
Assistant Secretary

STATE OF NEW JERSEY }  
COUNTY OF MIDDLESEX }

Then personally appeared the above named David E. Collins and acknowledged the foregoing instrument as the free act and deed of the corporation, before me

John E. [Signature]  
Notary Public



My commission expires

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 1966

371

BOOK 3102 PAGE 574

STATE OF NEW JERSEY }  
COUNTY OF MIDDLESEX } ss.:

Then personally appeared the above-named JOHN J. SMITH, President of Chicopee Manufacturing Company, Division of Johnson & Johnson, and acknowledged the attached instrument to the City of Chicopee to be the free act and deed of the corporation, before me

*Joan E. Kelly*  
Notary Public  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 17, 1966



ARTHUR BALTHAZAR  
CITY CLERK

CITY OF CHICOPEE  
MASSACHUSETTS  
OFFICE OF THE CITY CLERK

March 29, 1965

Mayor Edward Lysek:

I hereby certify that the following order, recommended by the Mayor, was passed by the Board of Aldermen at a meeting held March 23, 1965, presented to the Mayor March 26, 1965, and approved by the Mayor March 26, 1965:

ORDERED THAT, the City of Chicopee accept from the Chicopee Manufacturing Company, a division of Johnson & Johnson, a deed dated February 12, 1965, wherein the said Chicopee Manufacturing Company conveys to the City of Chicopee certain rights and easements in relation to the Chicopee Falls Local Flood Protection Project.

Attest:  
*Arthur Balthazar*  
City Clerk

AB/jg

I, JAMES SCOTT HILL, Secretary of Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, hereby certify that a meeting of the Board of Directors of said Corporation was duly called and held on the 18th day of January, 1965, and that at said meeting, at which a quorum was present and voting throughout, the following resolution, upon motion duly made and seconded, was duly and unanimously adopted:

RESOLVED: that John J. Smith, President, Chicopee Manufacturing Company, a division of the Corporation, or the President, any Vice-President, the Secretary and any Assistant Secretary, be, and each of them hereby is, authorized to execute and deliver, on behalf of this Corporation, any and all deeds and other instruments necessary to grant and convey unto the City of Chicopee, County of Hampden, Commonwealth of Massachusetts, an easement and right-of-way to the lands of the Corporation in the City of Chicopee to be used in connection with the Chicopee Falls Local Flood Protection Project, and to take whatever other action is necessary or advisable in furtherance of the foregoing resolution.

As said Secretary of Johnson & Johnson, I further certify that the foregoing resolution has not been repealed, annulled, altered or amended in any respect but remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Johnson & Johnson this        day of March, 1965.



*J. S. Hill*  
 \_\_\_\_\_  
 James Scott Hill  
 Secretary  
 Johnson & Johnson

RECORDED  
 JUN 6 1965  
 18351M  
 FROM THE SECRETARY

BOOK 3119 PAGE 206

65A-6  
2/1/65

15911

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS that UNITED STATES RUBBER COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having its principal office at Rockefeller Center, Number 1230 Avenue of the Americas, New York 20, N. Y., in consideration of ONE (1) DOLLAR paid by the CITY OF CHICOPEE, the receipt whereof is hereby acknowledged, do hereby grant, unto the said City of Chicopee and its successors and assigns forever, a perpetual, permanent and assignable easement and rights for the right-of-way to construct, maintain, repair, operate, patrol, replace and/or remove "A dike, Flood wall, a surface drain system with fittings and all appliances attached thereto together with all reasonable facilities in relation to Chicopee Falls Local Flood Protection Project", and to pass freely over the same in any manner with vehicles and equipment for the purpose of maintaining, constructing and repairing said system, and including the rights hereinafter described in, upon, under over and across certain parcels of land situated in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts, being more particularly bounded and described as follows: -

FIRST PARCEL - Beginning at the northeasterly corner of the tract herein described, said point being N 82°31' 29" W, a distance of twenty-three and no hundredths (23.00) feet along the southerly property line of land of the Chicopee Manufacturing Corp. from an iron pipe marking the northeasterly corner of United States Rubber Company property at land of the Chicopee Manufacturing Corp. and the Boston & Maine Railroad Company, said iron pipe located at coordinates N 423,993.20, E 395,034.72 in the Massachusetts State Coordinate System

thence S 45°38'21" W a distance of one hundred eighty-two



BOOK 3119 PAGE 207

and fifty-three hundredths (182.53) feet to a point;

thence N  $78^{\circ}42'18''$  W a distance of twenty-six and sixty-five hundredths (26.65) feet along the northerly line of Tract 15 to a point;

thence N  $45^{\circ}38'21''$  E a distance of one hundred fifty and twenty-seven hundredths (150.27) feet to a point;

thence N  $82^{\circ}31'29''$  W, a distance of one hundred fifty-three and forty-three (153.43) feet to a point;

thence N  $26^{\circ}17'42''$  E, a distance of twenty-four and sixty-one hundredths (24.61) feet along an easterly line of Tract R8 to the property line of the Chicopee Manufacturing Corporation;

thence S  $82^{\circ}31'29''$  E a distance of two hundred twenty-three and ninety-four hundredths (223.94) feet along the southerly property of Chicopee Manufacturing Corporation to the place of beginning and containing about nineteen hundredths (0.19) acres; being Tract 14 as shown on Sheet 2 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Massachusetts, Scale: 1"=100', Tighe & Bond, Consulting Engineers", which plans are on file in the office of the City Engineer of the City of Chicopee and which was filed in the Hampden County Registry of Deeds on May 12, 1965, Book of Plans 99, Pages 9, 10, 11 and 12.

SECOND PARCEL - Beginning at the northerly corner of the tract herein described, said point being N  $82^{\circ}31'29''$  W a distance of twenty-three and no hundredths (23.00) feet along the southerly property line of land of the Chicopee Manufacturing Corp. from an iron pipe marking the northeast corner of United States Rubber Company property at land of the Chicopee Manufacturing Corp. and the Boston & Maine Railroad Company, said iron pipe located at Coordinates N 423,093.20, E 305,034.72 in the Massachusetts State Coordinate System.

thence S  $7^{\circ}45'00''$  E a distance of ninety-three and no hundredths (93.00) feet to a point;

BOOK 3119 PAGE 208

thence S  $4^{\circ}30'00''$  E a distance of about forty-seven (47) feet to land now or formerly of the Boston & Maine Railroad Company;

thence S  $3^{\circ}24'10''$  W a distance of about thirty-two (32) feet along the westerly property line of land now or formerly of the Boston & Maine Railroad Company to a point;

thence N  $4^{\circ}30'00''$  W a distance of about seventy-nine (79) feet to a point;

thence N  $7^{\circ}45'00''$  W a distance of sixty-nine and twenty-six hundredths (69.26) feet to a point;

thence N  $82^{\circ}31'20''$  W a distance of twenty and thirty-eight hundredths (20.38) feet to a point;

thence N  $45^{\circ}38'21''$  E a distance of thirty and no hundredths (30.00) feet along the southeasterly line of Tract 14 to the point of beginning and containing about twenty-four hundredths (0.24) acres; being Tract 17 as shown on Sheet 2 of plans aforementioned titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale:  $1''=100'$ , Tigue & Bond, Consulting Engineers", which said plans are on file in the office of the City Engineer of the City of Chicopee.

THIRD PARCEL - Beginning at the northeasterly corner of the tract herein described, said point being S  $70^{\circ}39'35''$  W a distance of five (5) feet from the southeasterly corner of United States Rubber Company building No. 33;

thence S  $23^{\circ}00'00''$  W a distance of ninety-three and no hundredths (93.00) feet to a point;

thence S  $63^{\circ}00'00''$  W a distance of thirty-three and no hundredths (33.00) feet to a point;

thence S  $5^{\circ}30'00''$  E a distance of about twenty-six (26) feet to the easterly line of property now or formerly of the Boston & Maine Railroad Company;

thence N  $22^{\circ}30'00''$  W a distance of about forty-five (45) feet along the easterly line of property of the Boston & Maine Railroad Company to a point;

thence N  $23^{\circ}00'00''$  E a distance of about twenty-six (26) feet to a point;

thence N  $63^{\circ}00'00''$  E a distance of forty and no hundredths (40.00) feet to a point;

thence N  $23^{\circ}00'00''$  E a distance of forty and no hundredths (40.00) feet to the southerly face of United States Rubber Company building No. 33;

thence N  $70^{\circ}39'35''$  E a distance of eighteen and ninety-four hundredths (18.94) feet along the southerly face of the United States Rubber Company building No. 33 to the point of beginning and containing about six hundredths (0.06) acres; being Tract 21 as shown on Sheet 2 of plans aforementioned titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee.

FOURTH PARCEL - That portion of the below described parcel which runs from the westerly shoreline of the Chicopee River to a line measured twenty-five (25) feet westerly from the top of slope to the dike and parallel thereto, and also including that part of ABANDONED WEST OAK STREET which is the access road to said dike:

Beginning at a westerly corner of the tract herein described, said point being N  $84^{\circ}49'51''$  E a distance of one hundred fifty-six and fifty-seven hundredths (156.57) feet projected along the southerly line of Nelson St. extended from an iron pin at the intersection of the southerly line of Nelson St. and the westerly line of Hampden St.;

thence S  $2^{\circ}45'00''$  E a distance of eleven hundred thirty

BOOK 3119 PAGE 210

(1130) feet thru land of the United States Rubber Company to a point;

thence S  $84^{\circ}45'00''$  E a distance of one hundred eighty and no hundredths (180.00) feet to a point;

thence S  $2^{\circ}45'00''$  E a distance of about five hundred ten (510) feet along other land of the United States Rubber Company to the northerly shore of the Chicopee River;

thence easterly and northerly along the shore of the Chicopee River a distance of about twenty-seven hundred (2700) feet to a point;

thence N  $84^{\circ}31'42''$  W a distance of about twenty (20) feet along land now or formerly of the Chicopee Manufacturing Corp. to a point;

thence N  $5^{\circ}31'16''$  E a distance of twenty-five and thirty-five hundredths (25.35) feet along land now or formerly of the Chicopee Manufacturing Corp. to a point;

thence N  $68^{\circ}02'29''$  W a distance of two hundred fifty-five and thirty-two hundredths (255.32) feet along property now or formerly of the Western Mass. Electric Company to a stone bound;

thence N  $53^{\circ}01'29''$  W a distance of ninety and fifty-two hundredths (90.52) feet along a southerly line of land now or formerly of Western Mass. Electric Company to a point;

thence S  $15^{\circ}17'47''$  W a distance of two hundred one and sixteen hundredths (201.16) feet to a point;

thence N  $84^{\circ}31'42''$  W a distance of one hundred five and fifty-three hundredths (105.53) feet to the easterly line of Hampden Street;

thence S  $2^{\circ}07'42''$  E a distance of fifty and forty-four hundredths (50.44) feet along the easterly line of Hampden St. to a point;

thence S  $84^{\circ}31'42''$  E a distance of one hundred five and fifty-three hundredths (105.53) feet to a point;

Book 3119 PAGE 211

thence S  $2^{\circ}07'42''$  E a distance of one hundred eleven and eighty-three hundredths (111.83) feet to a point;

thence N  $84^{\circ}49'51''$  E a distance of twenty-seven and no hundredths (27.00) feet to a point;

thence S  $2^{\circ}14'09''$  E a distance of one hundred thirty-two and no hundredths (132.00) feet along the easterly line of other property of the United States Rubber Company and the easterly property line of land now or formerly of Theodore Murdza to a point marking the southeasterly corner of the said land of Theodore Murdza;

thence S  $84^{\circ}49'51''$  W a distance of twenty-five (25) feet along the southerly line of land now or formerly of Theodore Murdza to the point of beginning, and containing about twenty-six (26) acres; being Tract R-13 as shown on Sheet 2 of plans aforementioned titled "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee.

FIFTH PARCEL - Beginning at the northeasterly corner of the tract herein described, said point also being the southeasterly corner of Tract 14 as shown on Sheet 2 of plans titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Tighe & Bond, Consulting Engineers";

thence S  $42^{\circ}21'01''$  W a distance of fifty-five and thirty-seven hundredths (55.37) feet to a point;

thence S  $45^{\circ}38'21''$  W a distance of one hundred fifty-one and sixty-one hundredths (151.61) feet to a point;

thence N  $8^{\circ}48'44''$  W a distance of twenty-seven and four hundredths (27.04) feet along an easterly line of Tract R-8 to a point; thence N  $45^{\circ}38'21''$  E a distance of one hundred ten and ninety-four hundredths (110.94) feet to a point;

BOOK 3119 PAGE 212

thence N  $7^{\circ}10'40''$  E a distance of twenty-five and no hundredths (25.00) feet to a point;

thence N  $82^{\circ}49'20''$  W a distance of fifty-seven and no hundredths (57.00) feet to a point;

thence N  $20^{\circ}17'42''$  E a distance of thirty-five and no hundredths (35.00) feet along an easterly line of Tract B-8 to a point;

thence S  $78^{\circ}42'18''$  E a distance of one hundred thirteen and no hundredths (113.00) feet to the point of beginning and containing about seventeen hundredths (0.17) acres;

being Tract 15 as shown on Sheet 2 of plans aformentioned titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Inc., Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee.

SIXTH PARCEL - Beginning at the intersection of the southerly line of Oak Street and the westerly line of West Main Street;

thence N  $82^{\circ}45'10''$  W a distance of thirty-one and sixty-seven hundredths (31.67) feet along the southerly line of Oak Street extended to a point;

thence N  $7^{\circ}14'50''$  E a distance of thirty-two and seventy-five hundredths (32.75) feet to a point;

thence N  $36^{\circ}47'18''$  W a distance of eighty-five and no hundredths (85.00) feet to a point;

thence N  $78^{\circ}41'34''$  W a distance of one hundred thirty-six and thirty-seven hundredths (136.37) feet to a point;

thence N  $42^{\circ}21'01''$  E a distance of sixteen and thirty-four hundredths (16.34) feet along the southeasterly line of Tract 15 to a point;

thence S  $78^{\circ}41'34''$  E a distance of one hundred twenty-seven and ninety-four hundredths (127.94) feet to a point;

thence S  $66^{\circ}30'00''$  E a distance of about forty-nine (49)

feet to the westerly property line of land now or formerly of the Boston & Maine Railroad Company;

thence S  $3^{\circ}24'10''$  E a distance of about twenty-eight (28) feet along a westerly property line of land now or formerly of the Boston & Maine Railroad Company to a point;

thence S  $3^{\circ}24'10''$  E a distance of about forty (40) feet along a southerly property line of land now or formerly of the Boston & Maine Railroad Company to the westerly line of West Main Street;

thence S  $3^{\circ}24'10''$  W a distance of sixty-six and fifteen hundredths (66.15) feet along the westerly line of West Main Street to the point of beginning and containing about thirteen hundredths (0.13) acres; being Tract 16 as shown on Sheet 2 of plans aforementioned titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", and which said plans are on file in the office of the City Engineer of the City of Chicopee. Said Tract 16 being subject to railroad track location rights and railroad crossing rights of the Boston & Maine Railroad Company.

SEVENTH PARCEL - Beginning at the northeasterly corner of said parcel herein described, said point being N  $82^{\circ}31'29''$  W a distance of two hundred forty-six and ninety-four hundredths (246.94) feet along the southerly property line of the Chicopee Manufacturing Corp. from an iron pipe marking the northeasterly corner of the United States Rubber Company property at the land of Chicopee Manufacturing Corp. and the Boston & Maine Railroad Company, said iron pipe located at Coordinates N 423,093.20, E 305,034.72 in the Massachusetts State Coordinate System;

thence S  $20^{\circ}17'42''$  W a distance of one hundred seventy-four and eighty-nine hundredths (174.89) feet to a point;

BOOK 3119 PAGE 214

thence N  $82^{\circ}49'20''$  W a distance of thirteen and no hundredths (13.00) feet to a point, said course being two (2) feet northerly of the north face of the foundation of the Western Mass. Electric Company Transformer Station;

thence S  $7^{\circ}10'40''$  W a distance of one hundred twelve and no hundredths (112.00) feet, said course being 2 ft, westerly and parallel to the westerly face of the foundation of the Western Mass. Electric Company Transformer Station;

thence S  $8^{\circ}48'44''$  E a distance of thirty-one and fifty-nine hundredths (31.59) feet to a point;

thence S  $0^{\circ}13'28''$  E a distance of fifteen and thirty-two hundredths (15.32) feet along the westerly face of the United States Rubber Company concrete retaining wall;

thence S  $3^{\circ}56'37''$  E a distance of two hundred twenty-four and thirty-seven hundredths (224.37) feet along the westerly face of said wall and United States Rubber Company buildings No. 13 and No. 11 to a point;

thence S  $23^{\circ}29'55''$  E a distance of twenty-four and eighty-three hundredths (24.83) feet along the westerly face of building No. 11 to a point;

thence S  $28^{\circ}29'15''$  E a distance of two hundred two and fifty-seven hundredths (202.57) feet along the westerly wall of Building No. 11 and the westerly face of said concrete wall to a point;

thence S  $32^{\circ}36'05''$  E a distance of one hundred fifty-six and thirty-seven hundredths (156.37) feet along the westerly face of said concrete wall to a point;

thence S  $37^{\circ}24'41''$  E a distance of two hundred fifty-four and no hundredths (254.00) feet along the westerly face of the concrete wall and the westerly face of Building No. 9 to a point;

thence N  $52^{\circ}35'19''$  E a distance of eight and no hundredths (8.00) feet to a point;



thence S  $36^{\circ}44'52''$  E a distance of eighty-six and one hundredths (86.01) feet to a point;

thence S  $39^{\circ}47'47''$  E a distance of twenty-four and one hundredths (24.01) feet to a point;

thence S  $52^{\circ}35'19''$  W a distance of eight and no hundredths (8.00) feet to the westerly face of said concrete retaining wall;

thence S  $37^{\circ}24'41''$  E a distance of one hundred fifty-nine and thirty hundredths (159.30) feet along the westerly face of the concrete wall to a point;

thence N  $89^{\circ}35'19''$  E a distance of twenty-five and no hundredths (25.00) feet to a point;

thence S  $27^{\circ}36'07''$  E a distance of about thirty-one (31) feet to a point at the westerly property line of the Boston & Maine Railroad Company, said point being point "X" for identification;

thence southerly along the curve to the right a distance of about three hundred sixty (360) feet to a point, said last course being along the westerly line of property of the Boston & Maine Railroad Company;

thence S  $78^{\circ}11'55''$  W about twenty-five and no hundredths (25.00) feet to the easterly shore of the Chicopee River;

thence northerly along the shoreline of the river a distance of about nineteen hundred (1900) feet to the southerly property line of the Chicopee Manufacturing Corp.;

thence S  $82^{\circ}31'29''$  E a distance of about one hundred (100) feet along the southerly property line of the Chicopee Manufacturing Corp. to the point of beginning and containing about three (3) acres; being Tract R-8 as shown on Sheet 2 of plans aforementioned titled: "Chicopee Falls Local Flood Protection Project, Chicopee, Mass., Scale: 1"=100', Tighe & Bond, Consulting Engineers", and which said plans are on file in the office of the

BOOK 3119 PAGE 216

City Engineer of the City of Chicopee,

\*\*\*\*\*

Together with the right to trim, cut, fell and remove therefrom all trees and underbrush and obstructions and any other vegetation, structures or obstacles within the limits of said easement of right-of-way.

Reserving, however, to the grantors, their heirs, executors, administrators, successors and assigns, all right, title, interest and privilege, as may be exercised and enjoyed without interference with or abridgement of the easement and rights granted for said right-of-way.

The grantor further agrees to abide by the following covenants which shall run with the land subjected to easement.

(a) That the City of Chicopee may grant, convey, transfer or assign or permit the use and occupation of, by grant of easement, lease, license, permit or otherwise, all or any part of the easement and rights granted herein, to an individual, partnership, corporation or political body, for any purpose consistent with the purpose of rights herein granted and the rights retained by the grantor.

(b) That the payment of the United States of America and/or the City of Chicopee of the consideration recited herein shall constitute full fair value and full compensation to the grantor, for the easement and rights granted herein, whether such easement and rights shall be exercised by the City of Chicopee or by any of its grantees, transferees, assignees, lessees, licensees, or permittees as described in the foregoing subsection (a) of this paragraph; and the grantor expressly releases and relinquishes any and all claims against any of the aforementioned for further or future payment of consideration for the aforesaid easement and rights granted herein.

-11-

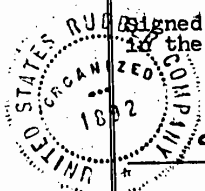
BOOK 3119 PAGE 217

Said aforementioned easement and rights shall continue in perpetuity from the date of this instrument conveying the same to the City of Chicopee and its successors and assigns.

Subject to existing easements for public roads and highways, for public utilities, for railroads, and pipe lines.

To HAVE and to HOLD the easement and rights for right of way with all the privileges thereof, unto the said City of Chicopee and its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the said grantor, UNITED STATES RUBBER COMPANY, has hereunto set its hand and seal this 28<sup>th</sup> day of April 1965.



Signed, Sealed and Delivered in the presence of:

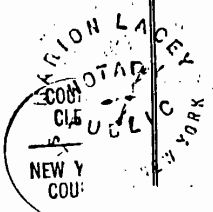
UNITED STATES RUBBER COMPANY

*[Signature]*

By *[Signature]*  
Attorney-in-Fact

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF NEW YORK )

Then personally appeared the above named H. N. Barrett and acknowledged the foregoing instrument to be the free act and deed of the corporation, before me this 28<sup>th</sup> day of April, 1965.



*[Signature]*  
Notary Public  
MARION LACEY  
Notary Public, State of New York  
No. 21-727-050  
Qualified in New York County  
Commission Expires March 30, 1967

My Commission Expires

State of New York, } ss.:  
County of New York, }  
I, JAMES MCGURRIN, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

No. 83818

Form 1

*[Signature]*  
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this APR 30 1965

FEE PAID 50¢

*[Signature]*  
County Clerk and Clerk of the Supreme Court, New York County

BOOK 3119 PAGE 218

ARTHUR BALTHAZAR  
CITY CLERKCITY OF CHICOPEE  
MASSACHUSETTS  
OFFICE OF THE CITY CLERK

May 21, 1965

Law Department:

I hereby certify that the following order, recommended by the Mayor, was passed by the Board of Aldermen at a meeting held May 18, 1965, presented to the Mayor May 21, 1965 and approved by the Mayor May 21, 1965:

ORDERED THAT THE CITY OF CHICOPEE ACCEPT A DEED FROM THE UNITED STATES RUBBER COMPANY CONCERNING CERTAIN EASEMENTS AND RIGHTS IN RELATION TO LAND ON WHICH IS LOCATED THE CHICOPEE FALLS LOCAL FLOOD PROTECTION FACILITIES, AS SHOWN ON A DEED, DATED APRIL 28, 1965, AND PRESENTLY ON FILE IN THE OFFICE OF THE LAW DEPARTMENT.

Attest:

*Arthur Balthazar*  
City Clerk

EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS  
OF UNITED STATES RUBBER COMPANY, HELD MAY 9, 1962  
ORGANIZATION MATTERS

Execution of  
Contracts and Other Documents

Upon motion, duly made and seconded, it was unanimously

VOTED: That, effective July 1, 1962, the President (namely, George R. Vila), or the Financial Vice President (namely, Frank J. McGrath), be and each of them hereby is authorized, in the name and on behalf of the Company, to enter into any contract or to execute and deliver any instrument necessary or proper in connection with the affairs of the Company, and in the usual course of its business, and in connection therewith, to pledge the credit of the Company, to purchase, sell, lease or convey assets or rights affecting assets, to execute powers of attorney, and to compromise or settle any claim, action, suit or proceeding by or against the Company; and it was

FURTHER VOTED: That, effective July 1, 1962, the President (namely, George R. Vila), or the Financial Vice President (namely, Frank J. McGrath), be and each of them hereby is authorized to delegate to any other officer, employee or agent of the Company, the authority, or any part thereof, granted to him by the Board of Directors or the Executive Committee to enter into any contract or to execute and deliver any instrument in the name and on behalf of the Company, any such delegation to be specific, and to be subject to such limitations and restrictions, as the person making such delegation shall determine.

I HEREBY CERTIFY that the foregoing is a true and correct extract from the minutes of a meeting of the Board of Directors of United States Rubber Company, duly called and held May 9, 1962, at which meeting a quorum was present and acting throughout.

I FURTHER CERTIFY that said resolutions and the authority thereby granted are in full force and effect and have not been modified or revoked.

BOOK 3119 PAGE 219

WITNESS my hand and the seal of said United States  
Rubber Company, this 7<sup>th</sup> day of June, 1962

*Henry J. Barth*  
ASSISTANT SECRETARY  
U. S. RUBBER COMPANY

64-4  
6/7/55

I, FRANK J. McGRATH, Financial Vice President of United States Rubber Company, acting under the authority given to me by the Board of Directors of said Company at its meeting held May 9, 1962, do hereby delegate to Harold N. Barrett, Divisional President of U. S. Rubber Tire Company, authority in the name and on behalf of the Company to execute and deliver the following types of contracts, agreements and other documents insofar as they relate to the operations of the U. S. Rubber Tire Company:

1. The following types of contracts, agreements and other documents relating to real estate. Authority under items 1(a) through 1(d) may not be delegated to others.

a. Contracts, agreements and other documents relating to the purchase or sale of real estate, provided the subject real estate is within the scope of an approved appropriation request:

b. Leases and sub-leases of real property provided (1) they are within the scope of an approved appropriation request or (2) the annual rental does not exceed \$100,000 and the aggregate rental for the term of the lease, excluding optional renewals, does not exceed \$500,000;

c. Grants of easements or rights of way; and

d. Side trade agreements.

BOOK 3119 PAGE 220

2. Bids, bonds, proposals, contracts or other instruments relating to the sale of goods and services to Federal, State or Local Governments or Agencies thereof. This authority may be delegated to others.

3. Other contracts and agreements for the sale, rental or other conveyance of goods, materials or other things produced by the Company or purchased for resale in the normal course of business, provided such contracts do not extend beyond one year without a six months' cancellation clause. This authority may be delegated to others.

Further delegations by you, as and to the extent authorized above, shall be made by written instrument setting forth the specific delegation and the limitations and restrictions, if any. One copy of each such instrument shall be delivered to the person to whom the authority is delegated and one copy to the Secretary of the Company.

*F. J. McGrath*  
F. J. McGrath  
Financial Vice President



STATE OF NEW YORK )  
; ss. ;  
COUNTY OF NEW YORK)

On this 11<sup>th</sup> day of June, 1965 before me personally appeared F. J. McGrath to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Grace I. Petterson*  
Notary Public  
GRACE I. PETERSON  
Notary Public, State of New York  
No. 30-3079630 Qualified in Nassau Co.  
Certificate Filed in New York County  
Term Expires March 30, 1967



RECEIVED  
JUN 16 1965  
AT 8:30 AM AND  
REG'D FROM THE ORIGINAL  
My Commission Expires: