

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.;

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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;

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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;

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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

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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,

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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;

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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.

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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.

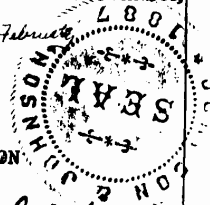
(c) Grantor shall have the right to inspect the easement and right-of-way at any time and the City of Chicopee, its successors and assigns, will perform such acts as may be reasonably requested by the grantor to protect its property.

(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 12th day of February, 1965.

JOHNSON & JOHNSON



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

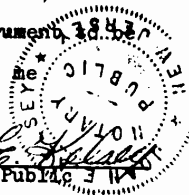
ATTEST:

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. Helms
Notary Public



My commission expires

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. , 1966

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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
 MAR 6 1965
 18351m
 FROM THE SECRETARY