

32635  
 Hampden County Register of Deeds  
 Rec'd 10/29/81 at 4:12 P.M.  
 Recorded in Book of Plans 244 Page 55  
 ATTEST: *[Signature]* REGISTER  
 RESERVED FOR REGISTER'S USE ONLY

- SURVEYORS NOTES:**
1. SOUTHERLY BOUNDARY OF PARCEL (A) AS TAKEN FROM AVAILABLE INFORMATION AS NOTED. NO PHYSICAL EVIDENCE REMAINS TO ACCURATELY DETERMINE CULVERT LOCATION.
  2. SIDELINE OF RAILROAD AGAINST PARCELS (A) & (C) ESTABLISHED FROM BOSTON & MAINE RAILROAD "VAL" SHEETS. STATIONING FOR SIDELINES AS OFFSET FROM BASELINE DETERMINED BY SCALE ONLY. NO RECORD INFORMATION OR MONUMENTATION ON THE GROUND TO ACCURATELY DETERMINE OFFSET STATIONING IS AVAILABLE.
  3. NO RECORD EASEMENTS AVAILABLE FOR POWER LINES THROUGH PARCELS (A), (B), (C), (D) & (E) AS SHOWN.
  4. SOUTHERLY BOUNDARY OF PARCEL (C) RE-ESTABLISHED FROM FEB., 1945 FIELD BOOK SURVEY DATA OF C.D.B.B., BEESLEY, 4 MILES, SURVEYORS FOR THE LAND COURT SURVEY OF SOUTHERLY ABUTTOR.
  5. LOCATION OF CITY OF CHICOPEE FLOOD CONTROL EASEMENT TAKEN FROM AVAILABLE INFORMATION AND IS APPROXIMATE ONLY. NO MONUMENTATION TO ACCURATELY DETERMINE ITS LOCATION IS AVAILABLE.
  6. APURTENANT STRUCTURES, NOT SHOWN ON THIS PLAN, ALONG BUILDINGS ON PARCELS (A) & (B) APPEAR TO ENCRONCH ON RAILROAD PROPERTY. OWNERSHIP OF EACH OF THESE STRUCTURES AND ANY EASEMENTS PERTAINING TO THEM UNDETERMINED BY THIS SURVEY.
  7. NO RECORD EASEMENTS WERE FOUND OR LOCATED FOR VARIOUS UTILITIES INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, STORM DRAINS, GAS MAINS, TELEPHONE AND ELECTRIC SERVICES OTHER THAN AS SHOWN HEREIN.

32635  
 Hampden County Register of Deeds  
 Rec'd 10/29/81 at 4:12 P.M.  
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 ATTEST: *[Signature]* REGISTER

- LEGEND**
- IRON PIPE FOUND.
  - IRON PIPE TO BE SET.
  - △ UNMONUMENTED POINT.
  - OVERHEAD ELECTRIC LINE.
  - CHAIN/LINK FENCE.
  - CENTERLINE RAILROAD TRACK.
  - UTILITY POLE.



I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES OF EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.  
 SIGNED: *[Signature]*  
 DATE: October 29, 1981

I CERTIFY THAT THIS PLAN AND SURVEY CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. FURTHERMORE, I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 SIGNED: *[Signature]*  
 DATE: October 29, 1981

LAND IN  
 CHICOPEE, MASSACHUSETTS  
 SURVEYED FOR  
 UNIROYAL, INC. owner

H.E. LUCIER  
 FIELD WORK  
 D. R. THOMPSON  
 COMPUTATIONS  
 D. T. HUNTLEY  
 DRAFTING  
 D. M. THOMPSON  
 CHECKED  
 SCALE: 1" = 50'  
 DATE: OCTOBER 29, 1981

ALMER HUNTLEY, JR. & ASSOCIATES, INC.  
 SURVEYORS - ENGINEERS - PLANNERS  
 125 PLEASANT STREET  
 NORTHAMPTON, MASS.

JOB # 160-004-1 SHEET 1 OF 4

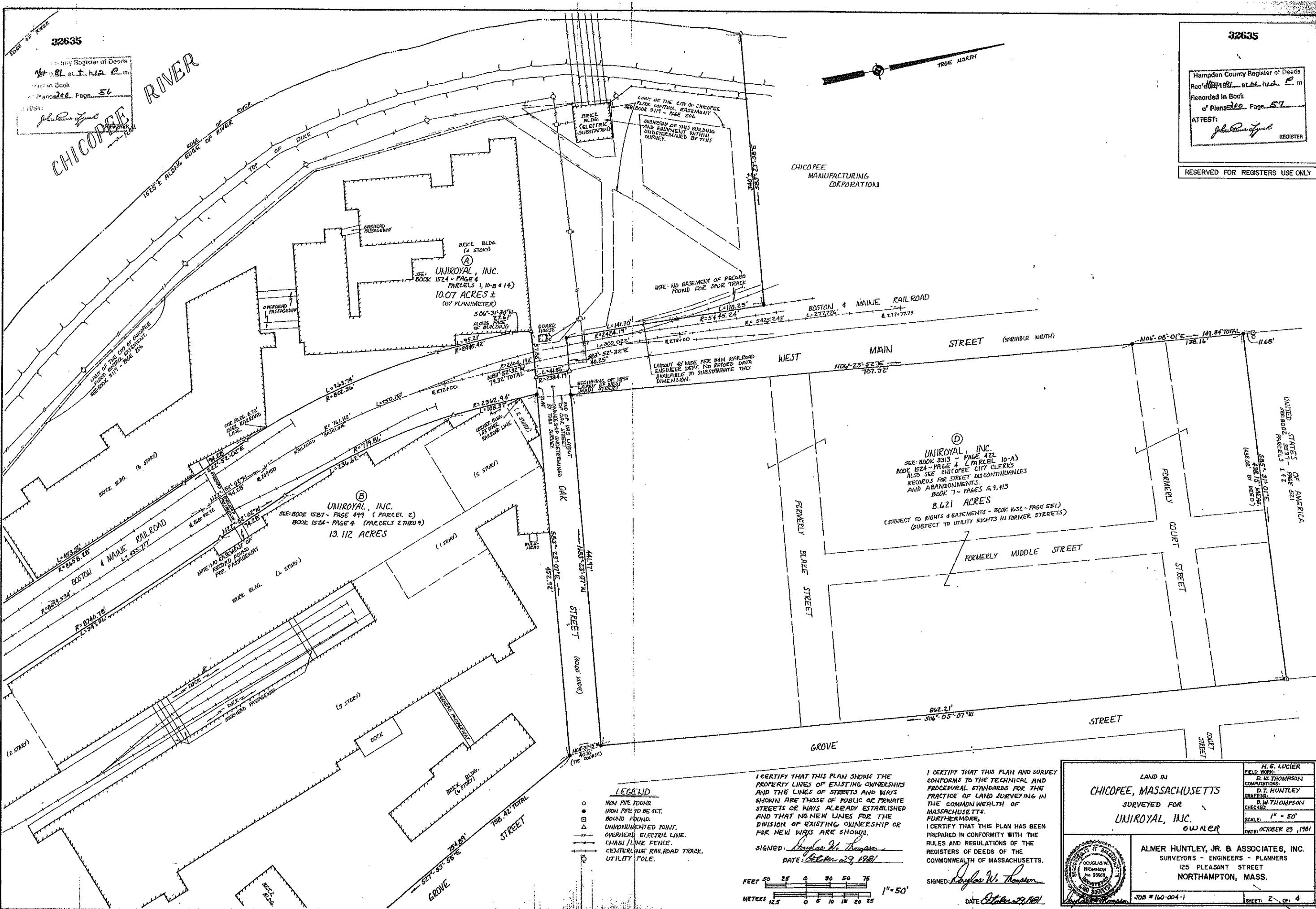
32635

County Register of Deeds  
No. 81. st. h. 2. e. m.  
Record in Book  
of Plans 200 Page 56  
ATTEST:  
John W. Thompson  
REGISTER

32635

Hampden County Register of Deeds  
No. 81. st. h. 2. e. m.  
Recorded in Book  
of Plans 200 Page 57  
ATTEST:  
John W. Thompson  
REGISTER

RESERVED FOR REGISTERS USE ONLY



**LEGEND**

- IRON PIPE FOUND
- IRON PIPE TO BE SET
- FOUND FOUND
- △ UNMONUMENTED POINT
- OVERHEAD ELECTRIC LINE
- CHAIN LINK FENCE
- CENTERLINE RAILROAD TRACK
- UTILITY POLE

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES OF EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

SIGNED: Douglas W. Thompson  
DATE: October 29, 1981

I CERTIFY THAT THIS PLAN AND SURVEY CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. FURTHERMORE, I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED: Douglas W. Thompson  
DATE: October 29, 1981



LAND IN  
**CHICOPEE, MASSACHUSETTS**  
SURVEYED FOR  
**UNIROYAL, INC.**  
OWNER

**ALMER HUNTLEY, JR. & ASSOCIATES, INC.**  
SURVEYORS - ENGINEERS - PLANNERS  
125 PLEASANT STREET  
NORTHAMPTON, MASS.

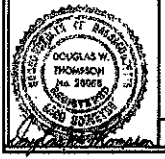
JOB # 160-004-1

SHEET: 2 OF 4

DATE: OCTOBER 29, 1981

SCALE: 1" = 50'

DATE: OCTOBER 29, 1981



H. G. LUCIER
FIELD WORK
D. W. THOMPSON
COMPUTATIONS
D. T. HUNTLEY
DRAWING
D. W. THOMPSON
CHECKED
SCALE: 1" = 50'
DATE: OCTOBER 29, 1981

32639

UNIROYAL, Inc.  
a corporation duly established under the laws of the State of New Jersey  
and having its usual place of business at 154 Grove St., Chicopee, MA 01020  
Hampden County, Massachusetts

for consideration paid, and in full consideration of One Million Three Hundred Thousand  
(\$1,300,000) Dollars  
grants to DHJ-Facemate Corporation, a Massachusetts Corporation and having  
its usual place of business at 5 West Main Street, Chicopee, MA 01020  
with quitclaim covenants

the land located in the City of Chicopee, County of Hampden, Commonwealth  
of Massachusetts and as bounded and described in the attachment hereto  
marked "Description", ~~together with all buildings~~ together with all buildings  
and improvements and structures located thereon.

Subject to any easements and rights of others arising out of instruments  
of record made by UNIROYAL, Inc.

Subject to facts shown on survey prepared by Almer Huntley, Jr. &  
Associates, Inc. dated October 29, 1981.

*Plans 200 Pgs 54 thru 61*

The name of United States Rubber Company was changed to  
Uniroyal, Inc. on February 27, 1967.

In witness whereof, the said UNIROYAL, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and

delivered in its name and behalf by W. J. Crane

its Senior Vice President-Finance  
hereto duly authorized, this

day of November 10<sup>th</sup> in the year one thousand nine hundred and eighty-one

Signed and sealed in presence of

*[Signature]*  
ASSISTANT SECRETARY  
State of Connecticut  
County of New Haven } SS.

UNIROYAL, Inc.  
*[Signature]*  
by W.J. Crane, Senior Vice President-Finance

On this 10<sup>th</sup> day of November, 1981 before me, appeared W. J. Crane,  
to me personally ~~the person whose name is known~~ known, who, being by me  
duly sworn, did say that he is the Senior Vice President-Finance of  
UNIROYAL, INC. and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation and that said

~~the person whose name is known~~ instrument was signed and sealed in  
behalf of said corporation by authority of its board of directors and  
~~acknowledged the foregoing instrument to be the free act and deed of said corporation.~~  
acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*  
Notary Public - Justice of the Peace  
My commission expires My Commission Expires 1985

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantor and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

See  
B 5191 P 145  
"5221" 344  
"5846" 39  
"5846" 40  
"7088" 418

DESCRIPTION

The following are descriptions of six (6) parcels of land in Chicopee, Massachusetts, shown on 4 sheets of a plan by Almer Huntley, Jr., & Associates, Inc., Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton, Massachusetts entitled "Land in Chicopee, Massachusetts Surveyed for - Uniroyal, Inc." and are bounded and described according to said plan as follows:

PARCEL - A

Beginning at an iron pin on the Westerly line of land of the Boston & Maine Railroad at the Southeasterly corner of land of Chicopee Manufacturing Corporation;

Thence, running Southerly along a curve to the left having a radius of 5445.24 feet an arc distance of 110.25 feet to a point of compound curvature;

Thence, running Southerly along a curve to the left having a radius of 2424.19 feet an arc distance of 141.70 feet to an iron pin;

Thence, running  $S83^{\circ}-52'-32''E$  a distance of 40.25 feet to a point, the last three (3) courses being along the Westerly line of Boston & Maine Railroad;

Thence, running Southerly along land of unknown owners along a curve to the left having a radius of 2384.19 feet an arc distance of 41.56 feet to a point;

Thence, running  $N83^{\circ}-52'-32''W$  a distance of 57.88 feet to the Northeast corner of a 4 story brick building;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS - ENGINEERS - PLANNERS

Thence, running  $S06^{\circ}-31'-30''W$  along the East face of said building 27.61 feet to a point;

Thence, running Southerly along a curve to the left having a radius of 2445.42 feet an arc distance of 95.21 feet to a point of compound curvature;

Thence, running Southerly and Southeasterly along a curve to the left having a radius of 802.36 feet an arc distance of 263.74 feet to a point;

Thence, running  $S22^{\circ}-52'-02''E$  a distance of 94.28 feet to a point;

Thence, running Southeasterly along a curve to the right having a radius of 8658.28 feet an arc distance of 453.56 feet to a point of compound curvature;

Thence, running Southerly along a curve to the right having a radius of 3028.30 feet an arc distance of 93.00 feet to an iron pin at the Southeasterly corner of the parcel herein described, the last seven (7) courses being along land of the Boston & Maine Railroad;

Thence, running  $S65^{\circ}-05'-00''W$  along land of unknown owners a distance of 135 feet, more or less, to a point on the East edge of the Chicopee River;

Thence, running Northwesterly and Northerly along the East edge of the Chicopee River 1525 feet, more or less, to a point;

Thence, running  $S83^{\circ}-23'-38''E$  along land of Chicopee Manufacturing Corporation 340 feet, more or less, to the point of beginning.

The above described parcel contains 10.07 acres, more or less.

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SURVEYORS . ENGINEERS . PLANNERS

PARCEL - B

Beginning at an iron pin on the Southerly line of Oak Street at the intersection with the Southwesterly line of Grove Street;

Thence, running  $S27^{\circ}-53'-55''E$  along the Southwesterly line of Grove Street 758.42 feet to an iron pin on the Northwesterly line of Front Street;

Thence, running  $S20^{\circ}-01'-14''W$  along the Northwesterly line of Front Street 592.97 feet to an iron pin at the Northeasterly corner of land of Stanley Kopcienski & Jennie Frances Kopcienski;

Thence, running  $N70^{\circ}-45'-46''W$  along said Kopcienski 209.80 feet to an iron pin on the Easterly line of the Boston & Maine Railroad;

Thence, running Northwesterly along a curve to the left having a radius of 1004.57 feet an arc distance of 28.60 feet to a point of compound curvature;

Thence, running Northwesterly along a curve to the left having a radius of 3144.55 feet an arc distance of 153.68 feet to a point;

Thence, running  $N23^{\circ}-25'-23''W$  a distance of 143.85 feet to a point;

Thence, running  $N19^{\circ}-37'-59''W$  a distance of 111.51 feet to a point;

Thence, running  $N37^{\circ}-39'-08''W$  a distance of 63.19 feet to a point;

Thence, running Northwesterly along a curve to the left having a radius of 8740.78 feet an arc distance of 347.36 feet to a point;

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SURVEYORS · ENGINEERS · PLANNERS

Thence, running N22°-52'-02"W a distance of 94.28 feet to a point;

Thence, running Northwesterly and Northerly along a curve to the right having a radius of 719.86 feet an arc distance of 236.62 feet to a point of compound curvature;

Thence, running Northerly along a curve to the right having a radius of 2,362.94 feet an arc distance of 108.37 feet to a point, the last nine (9) courses being along the Easterly line of the Boston & Maine Railroad;

Thence, running S83°-23'-07"E along land of unknown owners and along the Southerly line of Oak Street 452.92 feet to the point of beginning.

The above described parcel contains 13.112 acres.

PARCEL - C

Beginning at an iron pin on the Northwesterly line of Front Street at the Southeasterly corner of land of Thaddeus M. Cygan & Caroline A. Cygan;

Thence, running S19°-59'-46"W along the Northwesterly line of Front Street 371.99 feet to a point;

Thence, running Southwesterly along said Front Street along a curve to the right having a radius of 620.28 feet an arc distance of 97.61 feet to an iron pin at the North-easterly corner of land of Front Street Automotive and Parts, Inc.;

Thence, running N79°-28'-42"W along said Front Street Automotive and Parts, Inc. 151.82 feet to an iron pin in the Northeasterly line of land of the Boston & Maine Railroad;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS • ENGINEERS • PLANNERS

Thence, running  $N48^{\circ}-27'-12''E$  a distance of 112.28 feet to a point;

Thence, running  $N37^{\circ}-28'-26''E$  a distance of 109.46 feet to a point;

Thence, running Northeasterly and Northerly along a curve to the left having a radius of 722.02 feet an arc distance of 295.08 feet to an iron pin at the Southwesterly corner of the aforementioned Cygan; the last three (3) courses being along land of the Boston & Maine Railroad;

Thence, running  $S69^{\circ}-50'-14''E$  along said Cygan 103.95 feet to the point of beginning.

The above described parcel contains 42,546 square feet, more or less.

PARCEL - D

Beginning at an iron pin on the Easterly line of West Main Street at the Southwesterly corner of land of United States of America;

Thence, running  $S85^{\circ}-31'-01''E$  along said land of United States of America 438.15 feet to a concrete bound on the Westerly line of Grove Street;

Thence, running  $S06^{\circ}-05'-07''W$  along the Westerly line of Grove Street 862.21 feet to an iron pin on the Northerly line of Oak Street, said iron pin bearing  $N04^{\circ}-31'-15''W$  and 40.76 feet from the Northeasterly corner of Parcel - B hereinbefore described;

Thence, running  $N83^{\circ}-23'-07''W$  along the Northerly line of Oak Street 441.97 feet to an iron pin on the Easterly line of West Main Street;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS - ENGINEERS - PLANNERS



Thence, running N06°-23'-52"E along the Easterly line of West Main Street 707.72 feet to an iron pin;

Thence, running N06°-08'-01"E along the Easterly line of West Main Street 138.16 feet to the point of beginning.

The above described parcel contains 8.621 acres.

PARCEL - E

Beginning at an iron pin on the Easterly line of Hampden Street at the intersection with the Southerly line of West Oak Street;

Thence, running S85°-16'-15"E along the Southerly line of West Oak Street and along land of the Quinnehtuk Company 355.00 feet to an iron pin;

Thence, continuing S85°-16'-15"E along the Quinnehtuk Company 11 feet, more or less, to a point on the West edge of the Chicopee River;

Thence, running Southerly, Southeasterly, Southerly, Southwesterly and Westerly along the edge of the Chicopee River as the same exists presently in accordance with the relocation of the same under plan of U.S. Army Corps of Engineers recorded with Book 3119, Page 206, 2,800 feet, more or less, to a point on the North edge of the Chicopee River;

Thence, running N09°-11'-21"W along land of the Quinnehtuk Company 16 1/2 feet, more or less to an iron pin;

Thence, continuing N09°-11'-21"W along land of Labelle Construction, Inc., land of John J. Senecal & Linda M. Senecal, land of Gary M. Bowler & Judy M. Bowler, land of David M.

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS . ENGINEERS . PLANNERS

Pietras & Dolores A. Pietras, land of George H. Menard & Suzanne M. Menard and land of Eugene Salwa & Zofia Salwa 926.00 feet to an iron pin at the Southeast corner of Mayflower Avenue;

Thence, running  $N10^{\circ}-37'-51''E$  along the Easterly end of Mayflower Avenue, land of Curtis W. Lippert & Rita J. Lippert, land of Stanley Grygiel & Molly K. Grygiel, land of Donald J. Benoit & Doris T. Benoit, land of Roger W. Proulx & Doris T. Benoit, land of Nellie A. Bielanski, land of Antonia F. Moran, land of Gerald R. Plante & Elaine Plante, land of Joel J. Cote & Joyce M. Cote and land of the City of Chicopee 804.39 feet to an iron pin at the Southwesterly corner of land of Theodore Murdza & Ann M. Murdza, said iron pin also being at the intersection of the Southerly line of Nelson Street with the Easterly line of Hampden Street;

Thence, running  $N84^{\circ}-05'-25''E$  along said Murdza 132.00 feet to an iron pin;

Thence, running  $N02^{\circ}-52'-15''W$  along said Murdza 66.00 feet to an iron pin;

Thence, running  $S84^{\circ}-05'-25''W$  along said Murdza 132.00 feet to an iron pin on the Easterly line of Hampden Street;

Thence, running  $N02^{\circ}-52'-15''W$  along the Easterly line of Hampden Street 197.34 feet to the point of beginning.

Excepting from Parcel - E the following description of a parcel of land of the Quinnehtuk Company being 16 1/2 feet in width and bounded and described as follows:

Beginning at a point on the Westerly edge of the Chicopee River; said point being  $S85^{\circ}-16'-15''E$  and 16 1/2 feet, more or less, from the Southeasterly terminus of West Oak Street;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.

SURVEYORS · ENGINEERS · PLANNERS

Thence, running Southerly, Southeasterly, Southerly, Southwesterly and Westerly along the edge of the Chicopee River 2,800 feet, more or less, to a point on the North edge of the Chicopee River;

Thence, running N09°-11'-21"W along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to an iron pin;

Thence, running Easterly, Northeasterly, Northerly, Northwesterly and Northerly 16 1/2 feet from and parallel with the edge of the Chicopee River to a point on the Southeasterly terminus of West Oak Street;

Thence, running S85°-16'-15"E along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to the point of beginning.

The area of Parcel - E after exclusion of the above described Quinnehtuk Company exception is 30.94 acres, more or less.

PARCEL - F

Beginning at an iron pin on the Easterly line of Hampden Street at the Southwesterly corner of land of Western Massachusetts Electric Company;

Thence, running S53°-47'-58"E along land of Western Massachusetts Electric Company and land of the City of Chicopee 264.13 feet to a concrete bound;

Thence, running S79°-48'-58"E along land of the City of Chicopee and land of the Quinnehtuk Company 165.00 feet to an iron pin;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS • ENGINEERS • PLANNERS

Thence, continuing  $S79^{\circ}-48'-58''E$  along land of the Quinnehtuk Company 10 feet, more or less, to a point on the Westerly edge of the Chicopee River;

Thence, running Southerly along the West edge of the Chicopee River 36 feet, more or less to a point on the West edge of the Chicopee River;

Thence, running  $N85^{\circ}-16'-15''W$  along land of the Quinnehtuk Company 12 feet, more or less, to an iron pin;

Thence, continuing  $N85^{\circ}-16'-15''W$  along land of the Quinnehtuk Company and along the Northerly line of West Oak Street 360.00 feet to an iron pin on the Northerly line of West Oak Street at the intersection with the Easterly line of Hampden Street;

Thence, running  $N02^{\circ}-52'-15''W$  along the Easterly line of Hampden Street 191.10 feet to the point of beginning.

Excepting from Parcel - F the following description of a parcel of land of the Quinnehtuk Company being 16 1/2 feet in width and bounded and described as follows;

Beginning at a point on the West edge of the Chicopee River, said point being  $S85^{\circ}-16'-15''E$  and 16 1/2 feet, more or less, from the Northeasterly terminus of West Oak Street;

Thence, running  $N85^{\circ}-16'-15''W$  along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to a point at the Northeasterly terminus of West Oak Street;

Thence, running Northerly 16 1/2 feet from and parallel with the West Edge of the Chicopee River 30 feet, more or less, to a point at the Southeasterly corner of land of the City of Chicopee;

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS - ENGINEERS - PLANNERS

Thence, running N79°-48'-58"E along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to a point on the West edge of the Chicopee River;

Thence, running Southerly along the West edge of the Chicopee River 36 feet, more or less, to the point of beginning.

The area of Parcel - F after exclusion of the above described Quinnehtuk Company exception is 34,775 square feet, more or less.

093612 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 999.99  
11-10-81

093613 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 999.99  
11-10-81

MEMBER 093614 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 964.02  
11-10-81

RECEIVED  
NOV 24 1981  
AT 4:13 PM AND  
REQ'D FROM THE ORIGINAL

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS • ENGINEERS • PLANNERS

Bk 17783 P9139 #30020  
05-11-2009 @ 02:52P

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that **FACEMATE CORPORATION** a/k/a **DHJ FACEMATE CORPORATION** of 5 West Main Street, Chicopee, Hampden County, Massachusetts,

In accordance with an Agreement for Judgment filed with the Hampden County Superior Court, Civil Docket No. HDCV2005-00299

grant to **THE CITY OF CHICOPEE**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 17 Springfield Street, Chicopee, Hampden County, Massachusetts

**WITH QUITCLAIM COVENANTS**

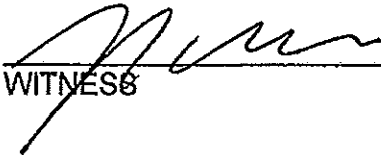
The land located in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts and as bounded and described in the attachment hereto marked "Exhibit A", together with all buildings and improvements and structures located thereon.


Subject to facts shown on survey prepared by Almer Huntley, Jr. & Associates, Inc. dated October 29, 1981 as set forth in Book of Plans 200, Pages 54 thru 61.

BEING a portion of the premises conveyed to the grantor herein by deed of **UNIROYAL, INC.** dated November 10, 1981 and recorded with the Hampden County Registry of Deeds in Book 5191, Page 343.

"THIS TRANSFER DOES NOT CONSTITUTE ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE GRANTOR CORPORATION."

Executed as a sealed instrument this 30<sup>th</sup> day of April 2009.

  
WITNESS

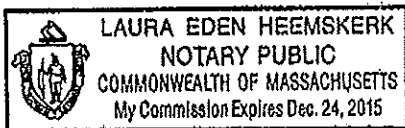
  
FACEMATE CORPORATION  
Its President and Treasurer  
Walter F. Mozowski

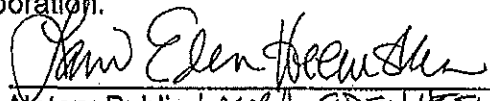
**COMMONWEALTH OF MASSACHUSETTS**

**HAMPDEN, SS.**

**April 30, 2009**

On this 30<sup>th</sup> day of April 2009 the undersigned notary public, personally appeared **Walter F. Mozowski**, who proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Facemate Corporation.



  
Notary Public **LAURA EDEN HEEMSKERK**  
My Commission Expires: 12/24/15

**EXHIBIT "A"**

The following are descriptions of three (3) parcels of land in Chicopee, Massachusetts, shown on 4 sheets of a plan by Almer Huntley, Jr., & Associates, Inc., Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton, Massachusetts entitled "Land in Chicopee, Massachusetts Surveyed for – Uniroyal, Inc." and are bounded and described according to said plan as follows:

**PARCEL – A**

Beginning at an iron pin on the Westerly line of land of the Boston & Maine Railroad at the Southeasterly corner of land of Chicopee Manufacturing Corporation;

Thence, running Southerly along a curve to the left having a radius of 5445.24 feet an arc distance of 110.25 feet to a point of compound curvature;

Thence, running Southerly along a curve to the left having a radius of 2424.19 feet an arc distance of 141.70 feet to an iron pin;

Thence, running S83°-52'-32"E a distance of 40.25 feet to a point, the last three (3) courses being along the Westerly line of Boston & Maine Railroad;

Thence, running Southerly along land of unknown owners along a curve to the left having a radius of 2384.19 feet an arc distance of 41.56 feet to a point;

Thence, running N83°-52'-32"W a distance of 57.88 feet to the Northeast corner of a 4 story brick building;

Thence, running S06°-31'-30"W along the East face of said building 27.61 feet to a point;

Thence, running Southerly along a curve to the left having a radius of 2445.42 feet an arc distance of 95.121 feet to a point of compound curvature;

Thence, running Southerly and Southeasterly along a curve to the left having a radius of 802.36 feet an arc distance of 263.74 feet to a point;

Thence, running S22°-52'-02"E a distance of 94.28 feet to a point;

Thence, running Southeasterly along a curve to the right having a radius of 8658.28 feet an arc distance of 453.56 feet to a point of compound curvature;

Thence, running Southerly along a curve to the right having a radius of 3028.30 feet an arc distance of 93.00 feet to an iron pin at the Southeasterly corner of the parcel herein described, the last seven (7) courses being along land of the Boston & Maine Railroad;

Thence, running S65°-05'-00"W along land of unknown owners a distance of 135 feet, more or less, to a point on the East edge of the Chicopee River;

Thence, running Northwesterly and Northerly along the East edge of the Chicopee River 1525 feet, more or less, to a point;

Thence, running S83°-23'-38"E along land of Chicopee Manufacturing Corporation 340 feet, more or less, to the point of beginning.

The above described parcel contains 10.07 acres, more or less.

**PARCEL – B**

Beginning at an iron pin on the Southerly line of Oak Street at the intersection with the Southwesterly line of Grove Street;

Thence, running S27°-53'-55"E along the Southwesterly line of Grove Street 758.42 feet to an iron pin on the Northwesterly line of Front Street;

Thence, running S20°-01'-14"W along the Northwesterly line of Front Street 592.96 feet to an iron pin at the Northeasterly corner of land of Stanley Kopcienski & Jennie Frances Kopcienski;

Thence, running N70°-45'-46"W along said Kopcienski 209.80 feet to an iron pin on the Easterly line of the Boston & Maine Railroad;

Thence, running Northwesterly along a curve to the left having a radius of 1004.57 feet an arc distance of 28.60 feet to a point of compound curvature;

Thence, running Northwesterly along a curve to the left having a radius of 3144.55 feet an arc distance of 153.68 feet to a point;

Thence, running N23°-25'-23"W a distance of 143.85 feet to a point;

Thence, running N19°-37'-95"W a distance of 111.51 feet to a point;

Thence, running N37°-39'-08"W a distance of 63.19 feet to a point;

Thence, running Northwesterly along a curve to the left having a radius of 8740.78 feet an arc distance of 347.36 feet to a point;

Thence, running N22°-52'-02"W a distance of 94.28 feet to a point;

Thence, running Northwesterly and Northerly along a curve to the right having a radius of 719.86 feet an arc distance of 236.62 feet to a point of compound curvature;

Thence, running Northerly along a curve to the right having a radius of 2,362.94 feet an arc distance of 108.37 feet to a point, the last nine (9) courses being along the Easterly line of the Boston & Maine Railroad;



Thence, running S83°-23'-07"E along land of unknown owners and along the Southerly line of Oak Street 452.92 feet to the point of beginning.

The above described parcel contains 13.112 acres.

**EXCEPTING THEREFROM** said parcel previously conveyed to Chicopee Municipal Employees Credit Union by deed dated January 9, 1987 and recorded with the Hampden County Registry of Deeds in Book 6493, Page 595.

**EXCEPTING THEREFROM** said parcel previously conveyed to Thomas M. Zombik and Veronica T. Zombik by deed dated January 31, 1989 and recorded with the Hampden County Registry of Deeds in Book 7089, Page 304.

**EXCEPTING THEREFROM** said parcel previously conveyed to John Salema a/k/a Joao Salema and Natalia Salema a/k/a Maria N. Salema by deed dated May 8, 1997 and recorded with the Hampden County Registry of Deeds in Book 9855, Page 107.

**PARCEL – C**

Beginning at an iron pin on the Northwesterly line of Front Street at the Southeasterly corner of land of Thaddeus M. Cygan & Caroline A. Cygan;

Thence, running S19°-59'-46"W along the Northwesterly line of Front Street 371.99 feet to a point;

Thence, running Southwesterly along said Front Street along a curve to the right having a radius of 620.28 feet an arc distance of 97.61 feet to an iron pin at the Northeasterly corner of land of Front Street Automotive and Parts, Inc.;

Thence, running N79°-28'-42"W along said Front Street Automotive and Parts, Inc. 151.82 feet to an iron pin in the Northeasterly line of land of the Boston & Maine Railroad;

Thence, running N48°-27'-12"E a distance of 112.28 feet to a point;

Thence, running N37°-28'-26"E a distance of 109.46 feet to a point;

Thence, running Northeasterly and Northerly along a curve to the left having a radius of 722.02 feet an arc distance of 295.08 feet to an iron pin at the Southwesterly corner of the aforementioned Cygan; the last three (3) courses being along land of the Boston & Maine Railroad;

Thence, running S69°-50'-14"E along said Cygan 103.95 feet to the point of beginning.

The above described parcel contains 42,545 square feet, more or less;

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that **DHJ FACEMATE CORPORATION A/K/A FACEMATE CORPORATION** of 5 West Main Street, Chicopee, Hampden County, Massachusetts,

In accordance with an Agreement for Judgment filed with the Hampden County Superior Court, Civil Docket No. HDCV2005-00299

grant to **THE CITY OF CHICOPEE**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 17 Springfield Street, Chicopee, Hampden County, Massachusetts

Hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, fixtures and improvements thereon, if any, situated in Chicopee, Hampden County, Massachusetts (hereinafter referred to as the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

This conveyance is made subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise over any remaining land or location of the Grantor.
2. The Grantor hereby reserves to itself, its successors, assigns, affiliates and licensees, a permanent right of way, license and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property

of any description necessary or useful for the same (hereinafter referred to as the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to confirm and acknowledge title to the Telecommunications Easement in the Grantor.

3. There is excepted from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast), and/or related equipment located in whole or in part within the Premises (hereinafter referred to as the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of such Trackage. Days during the months December, January, February and March shall not be counted or included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee. **Nothing in this paragraph shall affect the rights of Facemate Corporation, its agents or assigns, from its right to remove personal property and railroad tracks as provided under a Settlement Agreement between Facemate Corporation and the City of Chicopee dated March 7, 2009.**
4. There is excepted from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to remove them from the Premises within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.

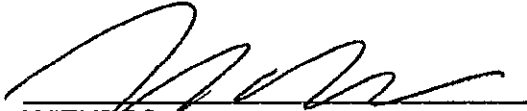
6. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, *et. seq.*, as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
  
7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (hereinafter referred to as the "Fences"), if such Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is now lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's costs of collection, including reasonable attorneys' fees and expenses.


8. This conveyance is subject to the following restrictions for the benefit of other land or location of the Grantor, to wit: that from the date of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines or any description upon the railroad operated by the Grantor, or otherwise.
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee further covenants and agrees not to permit or allow, either directly or indirectly, any drainage to flow from the Premises onto other land or location of the Grantor (including, but not limited to, flowing drainage from the Premises into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor.) Furthermore, the Grantee covenants and agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of these covenants in respect to drainage.
10. There is excepted from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor and its licensees to use any such facilities in their present locations and to enter upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
11. Whenever used in this deed, the term "Grantor" shall not only refer to the FACEMATE CORPORATION, but also its successors, assigns, affiliates and the term "Grantee" shall not only refer to CITY OF CHICOPEE, but also its successors, assigns and grantees, as the case may be.

12. The several reservations, conditions, covenants and agreements contained in this deed are to be considered as running with the land and are to be binding upon the Grantee forever.

"THIS TRANSFER DOES NOT CONSTITUTE ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE GRANTOR CORPORATION."

Executed as a sealed instrument this \_\_\_\_\_ day of April, 2009.

  
\_\_\_\_\_  
WITNESS


  
\_\_\_\_\_  
FACEMATE CORPORATION  
Its President and Treasurer  
Walter F. Mrozinski

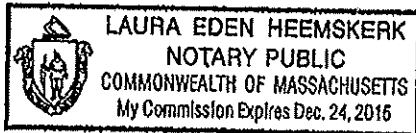
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

April 30, 2009

On this <sup>30<sup>th</sup></sup> day of April 2009 the undersigned notary public, personally appeared Walter F. Mrozinski, who proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Facemate Corporation.

  
\_\_\_\_\_  
Notary Public LAURA EDEN HEEMSKERK  
My Commission Expires: 12/24/15.



**EXHIBIT A**

A certain line of railroad of varying width, including all the fixtures and improvements thereon, known as the "Chicopee Falls Branch", located in Chicopee, Hampden County, Massachusetts (the "Line"). The Line is described on unrecorded federal valuation plans as lying on valuation section 42.2, maps 1, 2 and 3 between station points 208+20 and 282+52 along the centerline of the railroad tracks on said Line. The Line contains two parcels, extending a distance of approximately 7,432 feet and is more particularly described as follows:

**PARCEL I**

Beginning at said station point 208+20, which is approximately 170 feet east of the easterly sideline of Grape Street in said Chicopee, thence running north to a point approximately 40 feet south of the south bank of the Chicopee River, thence running and running in a generally southerly and easterly direction parallel to, and approximately 40 feet south of, said southerly bank of the Chicopee River a distance of approximately 320 feet to a point, thence turning and running in a generally northerly direction to said south bank of the Chicopee River, thence continuing generally south, east and north along said south bank of the Chicopee River to the point of intersection therewith with land now or formerly of U.S. Rubber Co., thence continuing by said land of U.S. Rubber Co. to Oak Street, thence turning and running east along the southerly sideline of said Oak Street a distance of approximately 80 feet to other land now or formerly of U.S. Rubber Co., thence turning and running generally south, west and north in various courses by said other land of U.S. Rubber Co. and by land now or formerly of J. Hafet, Burtworth Carpet Company, Darcy Pie Company, City of Chicopee (Chicopee Power Station, Manual Training School and Chicopee High School), G. Blaisdell, Richard Crowin, Starzyk, Murphy, Ludden, J. Devan, Ryate Estate, City of Chicopee, Kinna Heirs, and others, to a point 25 feet south of said station point 208+20, thence turning and running approximately 25 feet north to said station point 208+20, and the place of beginning.

Meaning and intending to convey all the Grantor's right, title and interest in Parcel I of said Line as acquired by virtue of the following instruments (running successively south, east and north towards Oak Street):

- (1) Deed of Merrick Murphy dated May 29, 1846 and recorded with the Hampden County Registry of Deeds at Book 132, Page 154;
- (2) Deed of John Chase dated February 8, 1847 and recorded with said Deeds at Book 132, page 498;

- (3) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (4) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against John Chase;
- (5) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (6) Deed of George Rumrill dated July 3, 1846 and recorded with said Deeds at Book 132, Page 201;
- (7) County Commissioner's Decree dated May 20, 1846 against Erastus Taylor, as filed with the records of the County Commissions of Hampden County, April Term 1846;
- (8) Deed of Erastus Taylor dated August 8, 1846 and recorded with said Deeds at Book 132, Page 276;
- (9) Deed of Delia Towne dated July 29, 1846 and recorded with said Deeds at Book 132, Page 234;
- (10) Deed of Daniel Warren dated July 3, 1846 and recorded with said Deeds at Book 132, Page 228; and
- (11) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Chicopee Manufacturing Co.

BEING a portion of the premises conveyed to the grantor herein by deed of The Boston and Maine Corporation dated January 4, 1990 and recorded with the Hampden County Registry of Deeds in Book 7362, Page 362.

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS



[SEAL]

Bk 18258 Pg 319 #217  
04-16-2010 @ 03:03p

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

Case No.: 09 TL 139009

JUDGMENT IN TAX LIEN CASE

City of Chicopee

vs.

Facemate Corporation

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Chicopee in Hampden County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	06/16/2003	13344	589		

By the Court: Deborah J. Patterson

Attest:

Deborah J. Patterson  
Recorder

Entered: April 14, 2010

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER  
DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS

## 2719

DEED effective as of the close of business on the thirty-first day of December, 1962, by and between CHICOPEE MANUFACTURING CORPORATION, a corporation of the Commonwealth of Massachusetts (hereinafter called "Chicopee"), party of the first part, and JOHNSON & JOHNSON, a corporation of the State of New Jersey, with principal offices at 501 George Street, New Brunswick, New Jersey, (hereinafter called "Johnson"), party of the second part.

WHEREAS Chicopee is being dissolved as of the close of business on December 31, 1962, and thereby all and singular the rights, privileges, powers and franchises, and all property, real, personal and mixed, of Chicopee and all debts due to Chicopee, including subscriptions to shares and other choses in action belonging to Chicopee, are being vested in Johnson, the sole stockholder of Chicopee, and all property, rights, privileges, powers and franchises, and all and every other interest, of Chicopee are to be as effectually the property of Johnson as they were of Chicopee; and

WHEREAS the parties desire that, in order to carry out more effectually the intent and purposes of such dissolution, Johnson shall be in possession of instruments, in such form as to be entitled to record, evidencing the vesting in Johnson, pursuant to such dissolution, of all the properties and assets of Chicopee hereinafter described;

NOW, THEREFORE, THIS DEED WITNESSETH that Chicopee, for and in consideration of good and valuable consideration by it received at or before the execution and delivery of this Deed, the receipt and sufficiency of which are hereby acknowledged, has granted, assigned, aliened, remised, released, conveyed, transferred, set over, confirmed, and warranted, and by this Deed does

grant, assign, alien, remise, release, convey, transfer, set over, confirm, and warrant, unto Johnson, its successors and assigns, forever, all the following tracts or parcels of land and premises, together with all buildings and building equipment and improvements located thereon and together with all and singular the tenements and appurtenances thereunto belonging or in anywise appertaining, more particularly described as follows:

PARCEL ONE: All of the land owned of record in Hampton County, Commonwealth of Massachusetts, on the date of this instrument as disclosed by the records of the Hampton County Registry of Deeds;

PARCEL TWO: All of the land owned of record in Hillsborough County, State of New Hampshire, on the date of this instrument as disclosed by the records of the Hillsborough County Registry of Deeds;

PARCEL THREE: All of the land owned of record in Bergen County, State of New Jersey, on the date of this instrument as disclosed by the records in the Bergen County Clerk's Office; and all those certain tracts in Township of Lyndhurst County of Bergen, State of N.J. as more particularly described in deed recorded in Bergen County Clerk's Office in BK. 4029 pg. 484 and BK. 4144 pg. 317.

PARCEL FOUR: All of the land owned of record in Pulaski County, State of Arkansas, on the date of this instrument as disclosed by the records of Pulaski County;

PARCEL FIVE: All of the land owned of record in Oconee County, State of South Carolina, on the date of this instrument as disclosed by the records of the Clerk of Court's Office of Oconee County;

PARCEL SIX: All of the land owned of record in Clarke County, State of Georgia, on the date of this instrument as disclosed by the records of Clarke County.

It is the intention by this Deed to convey to Johnson the entire plant of Chicopee in each of said Counties, including lands, buildings, fixtures, machinery and machinery repair parts, and all office furniture and equipment, together with all hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights, privileges, and easements of every kind and nature appertaining to said properties or any part thereof, and remainders belonging to Chicopee and included in the general boundaries of the properties above described even if not specifically bounded and described.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to it, the

RECEIVED

1964 JUN 26 PM 12:35

*Allyson...*  
BERGEN COUNTY CLERK

CHICOPEE MANUFACTURING CORPORATION,

a corporation duly established under the laws of Massachusetts and having its usual place of business at CHICOPEE HAMPDEN County, Massachusetts, for consideration paid grants to JOHNSON & JOHNSON, a corporation of the State of New Jersey with place business at 501 George Street, New Brunswick, New Jersey

with equitable covenants the land is All of the land owned of record in Hampden County, Commonwealth of Massachusetts, as disclosed by the records of the Hampden County Registry of Deeds.

This deed is given to correct and confirm the grant and conveyance of the premises herein described as set forth in instrument recorded with Hampden County Registry of Deeds, Book 3091, Page 236,

*Notary copy*

In witness Whereof the said CHICOPEE MANUFACTURING CORPORATION

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John J. Smith its President hereto duly authorized, this 8th day of December in the year one thousand nine hundred and sixty-five.

Signed and sealed in presence of

CHICOPEE MANUFACTURING CORPORATION



by John J. Smith President

Notary Public in and for the State of New Jersey (COUNTY OF MIDDLESEX) ss: December 8, 1965

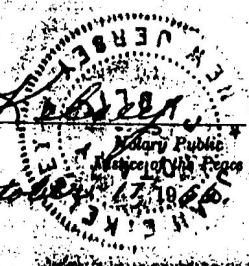
Then personally appeared the above named John J. Smith

and acknowledged the foregoing instrument to be the free act and deed of the CHICOPEE MANUFACTURING CORPORATION,

before me

RECEIVED  
DEC 2 0 1965  
AT 10:30 A.M. AND  
REC'D FROM THE ORIGINAL

Jean E. [Signature]  
My commission expires October 17, 1966



KNOW ALL MEN BY THESE PRESENTS:

BOOK 4195 PAGE 309

that JOHNSON & JOHNSON, 25793

a corporation duly established under the laws of THE State of New Jersey and having its usual place of business at New Brunswick, Middlesex County, New Jersey grants to FACEMATE CORPORATION, a Massachusetts corporation, with its usual place of business at 5 West Main Street, Chicopee, Hampden County, Massachusetts, the land in Chicopee, Hampden County, Massachusetts, bounded and described as follows:

All land owned by JOHNSON & JOHNSON in Chicopee, Hampden County, Massachusetts, of record in the Hampden County Registry of Deeds, including in the land hereby granted, the premises shown on a plan of land drawn by Durkee, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors, Drawing Number 91-5196, to be recorded in Hampden County Registry of Deeds herewith, said premises being shown thereon as bounded: SOUTHERLY by land of Uniroyal, Inc.; WESTERLY, NORTHWESTERLY and NORTHERLY by the Chicopee River; EASTERLY by land of Chico Realty Trust and others; SOUTHERLY by land of Chico Realty Trust and others; and SOUTHEASTERLY and EASTERLY by the Boston and Maine Railroad.

Subject to easements of record insofar as the same may be now in force and applicable.

Being the same premises conveyed to the grantee herein by deed of Chicopee Manufacturing Company, dated December 31, 1962 and recorded in the Hampden County Registry of Deeds in Book 3091, Page 236. See also deed dated December 8, 1965 and recorded as aforesaid in Book 3160, Page 276.

The consideration for the within deed is One Million Forty Thousand and 00/100 (\$1,040,000.00) Dollars.

The grantor further warrants to the grantee that it will secure at its cost such documents to clear the record title of the above-described premises from any and all recorded liens, encumbrances and easements which impair marketability of the said premises, except for easement, if any, for old canal between office building and plant, which is now filled in.

In witness whereof the said Johnson & Johnson has executed this deed as a Massachusetts sealed instrument and has caused these presents to be signed, acknowledged and delivered in its name and behalf by D. P. Becker, its Treasurer, hereto duly authorized, this thirtieth day of October in the year one thousand nine hundred and seventy-five.

Signed and sealed in presence of

Chicopee Manufacturing Company  
JOHNSON & JOHNSON

by

D. P. Becker  
ITS Treasurer

The Commonwealth of Massachusetts

Hampden

October 30, 1975

Then personally appeared the above named D. P. Becker, Treasurer of Chicopee Manufacturing Company, division of Johnson and Johnson and acknowledged the foregoing instrument to be the free act and deed of the corporation

before me

COMMONWEALTH OF MASSACHUSETTS  
1975

Martin D. Turpie  
MARTIN D. TURPIE  
Notary Public  
My commission expires January 26 1979

COMMONWEALTH OF MASSACHUSETTS  
1975

COMMONWEALTH OF MASSACHUSETTS  
1975

Plans  
161  
Pages  
6 to 9  
inc.



1975

Public  
Record

RECEIVED  
OCT 30 1975  
5:00 PM  
FROM READING

RELEASE DEED

THE BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (hereinafter referred to as the "Grantor") in consideration of Fifteen Thousand (\$15,000.00) Dollars paid to it by FACEMATE CORPORATION, a Massachusetts corporation having an address of 5 West Main Street, Chicopee, Massachusetts, AS NOMINEE OF C.I.P. CORPORATION, a Massachusetts corporation (hereinafter referred to as the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, fixtures and improvements thereon, if any, situated in Chicopee, Hampden County, Massachusetts (hereinafter referred to as the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is made subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise over any remaining land or location of the Grantor.
2. The Grantor hereby reserves to itself, its successors, assigns, affiliates and licensees, a permanent right of way, license and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (hereinafter referred to as the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to confirm and acknowledge title to the Telecommunications Easement in the Grantor.

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A, a corporation duly organized under the laws of the State of North Carolina, and its principal office is located at 1500 North Salisbury Street, Salisbury, North Carolina. The Grantor is referred to as "Grantor" and the Grantee as "Grantee". The premises hereinafter referred to as the "Premises" are located in the County of Rowan, North Carolina, and are more particularly described as follows: ...

3. There is excepted from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast), and/or related equipment located in whole or in part within the Premises (hereinafter referred to as the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of such Trackage. Days during the months of December, January, February and March shall not be counted or included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. There is excepted from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to remove them from the Premises within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person

and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (hereinafter referred to as the "Fences"), if such Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's costs of collection, including reasonable attorneys' fees and expenses.
8. This conveyance is subject to the following restrictions for the benefit of other land or location of the Grantor, to wit: that from the date of this deed, the Grantor shall not be liable to the

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Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.

- 9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee further covenants and agrees not to permit or allow, either directly or indirectly, any drainage to flow from the Premises onto other land or location of the Grantor (including, but not limited to, flowing drainage from the Premises into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor). Furthermore, the Grantee covenants and agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of these covenants in respect to drainage.
- 10. There is excepted from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor and its licensees to use any such facilities in their present locations and to enter upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
- 11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to FACEMATE CORPORATION, but also its successors, assigns and grantees, as the case may be.
- 12. The several reservations, conditions, covenants and agreements contained in this deed are to be considered as running with the land and are to be binding upon the Grantee forever.

ment of: (a) any  
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 upon the Premises in  
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 and agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor (including, but not limited to, flowing drainage from the Premises into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor). Furthermore, the Grantee covenants and agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of these covenants in respect to drainage.


There is excepted from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor and its licensees to use any such facilities in their present locations and to enter upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.

Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to FACEMATE CORPORATION, but also its successors, assigns and grantees, as the case may be.

The several reservations, conditions, covenants and agreements contained in this deed are to be considered as running with the land and are to be binding upon the Grantee forever.

subject to the following  
 conditions of other land or  
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 of this deed the land shall not be liable to the

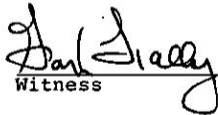
IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 4th day of JANUARY, 1990.

  
Witness  
Joseph BYRNE CANNON

BOSTON AND MAINE CORPORATION

By: David A. Fink  
David A. Fink, President

The Grantee hereby accepts and agrees to become bound by the several reservations, conditions, covenants and agreements contained in this release deed.

  
Witness

FACEMATE CORPORATION

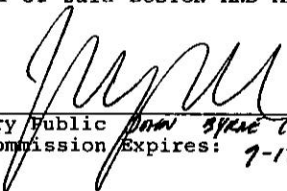
By: Gilbert A. Barrett, Jr.  
Gilbert A. Barrett, Jr., Vice-President  
and Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 4, ~~1989~~ <sup>1990</sup>

Then personally appeared the above-named David A. Fink, the President of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

  
Notary Public Joseph Byrne Cannon  
My Commission Expires: 7-12-90

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COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

December 29, 1989

Then personally appeared GILBERT A. BARRETT, JR., the Vice-President and C.E.O. of FACEMATE CORPORATION and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said FACEMATE CORPORATION, before me.

*Gary L. Fialky*  
Notary Public: GARY L. FIALKY  
My Commission Expires: 8/23/96

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FACEMATE CORPORATION  
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David A. Fink, President

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FACEMATE CORPORATION  
*Gilbert A. Barrett, Jr.*  
Gilbert A. Barrett, Jr., Vice-President  
and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS  
I, the undersigned David A. Fink,  
of the county of Hampden, do hereby certify that  
the above named David A. Fink,  
of the county of Hampden, is the Vice-President  
and Chief Executive Officer of the  
FACEMATE CORPORATION and  
that the foregoing deed to be his free act  
and deed of said FACEMATE CORPORATION and  
FACEMATE CORPORATION

*Gary L. Fialky*  
Notary Public  
Commission Expires: 8-23-96

## EXHIBIT A

A certain line of railroad of varying width, including all the fixtures and improvements thereon, known as the "Chicopee Falls Branch", located in Chicopee, Hampden County, Massachusetts (the "Line"). The Line is described on unrecorded federal valuation plans as lying on valuation section 42.2, maps 1, 2 and 3 between station points 208+20 and 282+52 along the centerline of the railroad tracks on said Line. The Line contains two parcels, extending a distance of approximately 7,432 feet and is more particularly described as follows:

PARCEL I.

Beginning at said station point 208+20, which is approximately 170 feet east of the easterly sideline of Grape Street in said Chicopee, thence running north to a point approximately 40 feet south of the south bank of the Chicopee River, thence turning and running in a generally southerly and easterly direction parallel to, and approximately 40 feet south of, said southerly bank of the Chicopee River a distance of approximately 320 feet to a point, thence turning and running in a generally northerly direction to said south bank of the Chicopee River, thence continuing generally south, east and north along said south bank of the Chicopee River to the point of intersection therewith with land now or formerly of U.S. Rubber Co., thence continuing by said land of U.S. Rubber Co. to Oak Street, thence turning and running east along the southerly sideline of said Oak Street a distance of approximately 80 feet to other land now or formerly of U.S. Rubber Co., thence turning and running generally south, west and north in various courses by said other land of U.S. Rubber Co. and by land now or formerly of J. Hafey, Burtworth Carpet Company, Darcy Pie Company, City of Chicopee (Chicopee Power Station, Manual Training School and Chicopee High School), G. Blaisdell, Richard Crowin, Starzyk, Murphy, Ludden, J. Devan, Ryan Estate, City of Chicopee, Kinna Heirs, and others, to a point 25 feet south of said station point 208+20, thence turning and running approximately 25 feet north to said station point 208+20, and the place of beginning.

Meaning and intending to convey all the Grantor's right, title and interest in Parcel I of said Line as acquired by virtue of the following instruments (running successively south, east and north towards Oak Street):

- (1) Deed of Merrick Murphy dated May 29, 1846 and recorded with the Hampden Registry of Deeds at Book 132, Page 154;
- (2) Deed of John Chase dated February 8, 1847 and recorded with said Deeds at Book 132, Page 498;

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PARCEL II

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- (3) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (4) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against John Chase;
- (5) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (6) Deed of George Rumrill dated July 3, 1846 and recorded with said Deeds at Book 132, Page 201;
- (7) County Commissioner's Decree dated May 20, 1846 against Erastus Taylor, as filed with the records of the County Commissions of Hampden County, April Term 1846;
- (8) Deed of Erastus Taylor dated August 8, 1846 and recorded with said Deeds at Book 132, Page 276;
- (9) Deed of Delia Towne dated July 29, 1846 and recorded with said Deeds at Book 132, Page 234;
- (10) Deed of Daniel Warren dated July 3, 1846 and recorded with said Deeds at Book 132, Page 228; and
- (11) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Chicopee Manufacturing Co.

PARCEL II

Beginning at the northerly sideline of Oak Street in said Chicopee at the point of intersection thereof with land now or formerly of Chicopee Manufacturing Co., said point being approximately 25 feet west of the point of intersection of said northerly sideline of Oak Street and centerline station point 273+56.5, thence running in a generally northerly direction along said land of Chicopee Manufacturing Co. a distance of approximately 896 feet to a point, thence turning and running in a generally easterly direction by other land of the Grantor a distance of approximately 40 feet to a point, thence turning and running in a generally southerly direction along West Main Street in said Chicopee a distance of approximately 896 feet to a point approximately 30 feet west of the point of intersection between the easterly sideline of West Main Street and the northerly sideline of Oak Street, thence turning and running in a generally westerly direction along the northerly sideline of said Oak Street to the point of beginning.

which, including  
 area, known as the  
 area, Hampden County,  
 is described on  
 lying on valuation  
 station points 200+20  
 the railroad tracks on  
 parcels, extending a  
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200+20, which is  
 northerly sideline of Grape  
 running north to a point  
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 River, thence continuing  
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 intersection therewith with  
 Co., thence continuing by  
 Oak Street, thence turning  
 northerly sideline of said Oak  
 40 feet to other land now  
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 by Harry Fox Company, City  
 Mass. Normal Training School,  
 Richard Brown,  
 City of  
 to a point 25 feet south  
 thence turning and running  
 station point 200+20, and

all the Grantor's right,  
 said land as acquired by  
 successively  
 Street:

dated May 29, 1846 and  
 Registry of Deeds at Book

dated February 8, 1847 and  
 at Book 132, Page 201;

Meaning and intending to convey all the Grantor's right, title and interest in Parcel II of said Line as acquired by virtue of the following instruments:

- (1) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Chicopee Manufacturing Co.; and
- (2) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against the Town of Springfield.

Also including a right to cross Oak Street acquired by Condemnation by Location dated March 27, 1847 against the Town of Springfield.

Parcel I contains approximately 1,139,290 square feet, more or less and Parcel II contains approximately 40,383 square feet, more or less.

The Line is conveyed subject to all rights, conveyances, covenants, easements or encumbrances, if any, and with the benefit of all rights, covenants and easements appurtenant thereto, if any.

This Deed creates no new boundaries.

I, David  
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VOTED:

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11th day of De

BOSTON AND MAINE CORPORATION  
Assistant Secretary's Certificate

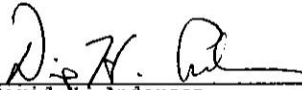
December 11, 1989

I, David H. Anderson, being the duly elected and presently serving Secretary of the Boston and Maine Corporation (the "Corporation"), do hereby certify that the following vote was duly adopted by the directors of the Corporation at a meeting of the Board of Directors of the Corporation held on October 22, 1988:

VOTED: That David A. Fink, President of the Corporation, in connection with sales of parcels of real estate of the Corporation with purchase prices of less than one hundred thousand dollars (\$100,000.00), is hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates or instruments and to take such other action as he may deem necessary, appropriate or convenient to sell such parcels, consummate such transactions, and effect the purposes of this vote.

I further certify that such vote has not been altered, amended or rescinded and remains in full force and effect as of the date hereof.

WITNESS my hand and seal of the Corporation as of this 11th day of December, 1989.

  
\_\_\_\_\_  
David H. Anderson,  
Assistant Secretary





The Commonwealth of Massachusetts

Executive Office of Transportation & Construction

Office of the Secretary

10 Park Plaza, Room 3510

Boston, MA 02116-3969

Telephone 973-7000

TDD (617) 973-7306

Telefax (617) 529-6454

Michael S. Dukakis

Governor

Fredonick P. Sabucci

Secretary

and

M. D. T. A. Chairman

December 14, 1989

John Byrne Carroll, Assistant Counsel  
Guilford Transportation Industries, Inc.  
7 Executive Park Drive  
Merrimack, N.H. 03054

RE: Offer of Railroad Property under M.G.L. Chapter 161C,  
Section 7, Offer No. 89-20, Boston & Maine Corporation; Sale  
to the CIP Corporation, Chicopee, Massachusetts.

Dear Mr. Carroll:

This office is in receipt of your letter dated September 12,  
1989, regarding the proposed sale of the Chicopee Falls Spur  
track to the CIP Corporation, pursuant to CIP's exercise of its  
option to purchase contained in a certain lease between the  
Boston & Maine Railroad and the CIP Corporation dated September  
7, 1984.

It is my understanding that the CIP Corporation currently uses  
the spur track for freight rail purposes, and will continue to do  
so after acquisition of this track. Since the spur track will  
continue to be used for such purposes, the Executive Office of  
Transportation and Construction (EOTC) hereby notifies you that  
it will not acquire the railroad property referred to above,  
pursuant to Massachusetts General Laws Chapter 161C, Section 7,  
with the condition any future sale of this property or any  
portion thereof by CIP shall be subject to the provisions of  
M.G.L. Ch. 161C, Sec. 7. Moreover, the EOTC will not designate  
an agency, authority, political subdivision or other party to act  
in this matter at this time.

Since the Executive Office of Transportation and Construction  
finds that the requirements of the statute have been satisfied,  
with respect to this transaction, you may transfer the  
above-cited property to a party other than this office or its  
designee as provided on the statute. Please be advised, however,  
that this property falls under the Massachusetts General Laws,  
Chapter 40, Section 54A which provides that construction on  
former railroad property requires prior approval by EOTC. EOTC  
has a responsibility under this statute to protect those  
properties which were formerly used for railroad purposes for

Mr. Carr  
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FPS:jeb

cc: City of  
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Mr. Carroll  
page 2

present or future public use.

EOTC will review each request for a building permit approval under Chapter 40, Section 54A on case by case basis. To this end, if the Boston & Maine will provide the address of the CIP Corporation to our office, EOTC will inform the CIP Corporation of the statutory requirements of Chapter 40, Section 54A. In the event Boston & Maine chooses not to inform EOTC of the address of the purchaser, the EOTC requests that the Boston & Maine forward a copy of this letter to the CIP Corporation.

If you have any questions regarding this matter, please contact Jorge E. Borda of this office at (617) 973-7015.

Sincerely,

*Frederick P. Salvucci*  
Frederick P. Salvucci  
Secretary

FPS:jeb

cc: City of Chicopee  
Department of Environmental Management

RECEIVED

JAN-8 1990

AT 11:58 AM AND  
REG'D FROM THE ORIGINAL

Massachusetts  
Boston & Maine  
Chapter 40A, 20B

Chapter 40A, 20B  
Boston & Maine Corporation; Sale  
Massachusetts.

Letter dated September 11,  
of the Chicopee Falls Spur  
to the exercise of its  
a certain lease between the  
CIP Corporation dated September

Corporation currently uses  
and will continue to be  
used. Since the spur track will  
be removed, the Executive Office of  
Environmental Management (EOTC) hereby notifies you that  
the property referred to above  
is subject to the provisions of  
Chapter 40A, Section 1,  
and the EOTC will not designate  
the subdivision or other party to act

Transportation and Construction  
The statute have been satisfied,  
you may transfer the  
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that the Massachusetts General Law,  
Chapter 40A, provides that construction of  
a spur track requires prior approval by EOTC. EOTC  
has this statute to protect those  
interested in railroad purposes for

Bk 13344 Pg 589 #7281  
07-02-2003 @ 10:26a

STATE FORM 301

INSTRUMENT OF

THE COMMONWEALTH OF MASSACHUSETTS  
CITY OF CHICOPEE  
OFFICE OF THE COLLECTOR OF TAXES

TT# 20020

I, CAROLE J. HARMS, Collector of Taxes for the City of CHICOPEE, pursuant and subject to the provisions of General Laws, Chapter 60, Sections 53 and 54, hereby take for said town the following described land:

DESCRIPTION OF LAND

PROPERTY: LAND  
LOCATION: WEST MAIN ST  
ASSESSORS: 0173-00004  
REGISTRY: 7362/00362  
LAND COURT: -  
RECORDED AT: Hampden County Registry of Deeds

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon to:  
FACEMATE CORPORATION

for the year 2002, which were not paid within fourteen (14) days after demand therefore made upon FACEMATE CORPORATION on June 28, 2002, and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take said land given as required by law.

2002 TAXES REMAINING UNPAID. . . . .	.\$	\$193.68
INTEREST to the date of taking . . . . .	.\$	\$36.51
INCIDENTAL EXPENSES AND COSTS. . . . .	.\$	\$31.58
to the date of taking		-----
SUM FOR WHICH LAND IS TAKEN. . . . .	.\$	\$261.77

WITNESS my hand and seal this June 16, 2003

*Carole J. Harms*  
\_\_\_\_\_  
CAROLE J. HARMS  
CITY OF CHICOPEE

THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. DATE: 6-24-03

Then personally appeared the above named CAROLE J. HARMS and acknowledged the foregoing instrument to be of his free act and deed as Collector of Taxes, before me, *Nancy J. Mulvey* Notary Public

My commission expires 8/7/03

DONALD E. ASHE, REGIS  
HAMPDEN COUNTY REGISTRY

STATE FORM 301

INSTRUMENT OF TAKING **Bk 15274 Pg379 #72**  
**08-24-2005 @ 03:09p**

THE COMMONWEALTH OF MASSACHUSETTS  
CITY OF CHICOPEE  
OFFICE OF THE COLLECTOR OF TAXES

TT# 2003500

I, CAROLE J. HARMS, Collector of Taxes for the City of CHICOPEE, pursuant and subject to the provisions of General Laws, Chapter 60, Sections 53 and 54, hereby take for said town the following described land:

DESCRIPTION OF LAND

PROPERTY: LAND & BUILD  
LOCATION: 5 W MAIN ST  
ASSESSORS: 0173-00001  
REGISTRY: 4195/00309  
LAND COURT:  
RECORDED AT: Hampden County Registry of Deeds

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon to:

FACEMATE CORPORATION

for the year 2003, which were not paid within fourteen (14) days after demand therefore made upon FACEMATE CORPORATION on June 24, 2003, and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts herinafter specified, after notice of intention to take said land given as required by law.

2003 TAXES REMAINING UNPAID. . . . .	\$	\$249,589.55
INTEREST to the date of taking . . . . .	\$	\$93,503.31
INCIDENTAL EXPENSES AND COSTS. . . . .	\$	\$113.26
to the date of taking	-----	
SUM FOR WHICH LAND IS TAKEN. . . . .	\$	\$343,206.12

WITNESS my hand and seal this July 26, 2005

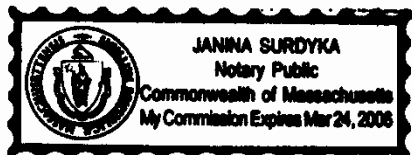
*Carole J. Harms*  
CAROLE J. HARMS  
CITY OF CHICOPEE

THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. DATE: July 26, 2005

Then personally appeared the above named CAROLE J. HARMS and acknowledged the foregoing instrument to be of his free act and deed as Collector of Taxes, before me, *Janna Surdyka* Notary Public

My commission expires March 24, 2006



DONALD E. ASH, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS

[SEAL]

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

Case No.: 09 TL 139010

JUDGMENT IN TAX LIEN CASE

City of Chicopee

vs.

Facemate Corporation

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Chicopee in Hampden County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate Title No.</u>
Recorded	07/26/2005	15274	379		

Bk 18247 Pg 351 #197  
04-07-2010 @ 01:39p

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER

\_\_\_\_\_  
Deborah J. Patterson  
Recorder

Entered: April 1, 2010

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS