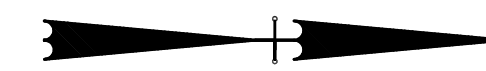


CONTROL  
ELEVATION  
-12

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

MERIDIAN OF THE MASSACHUSETTS  
STATE PLANE COORDINATE SYSTEM  
1983 DATUM



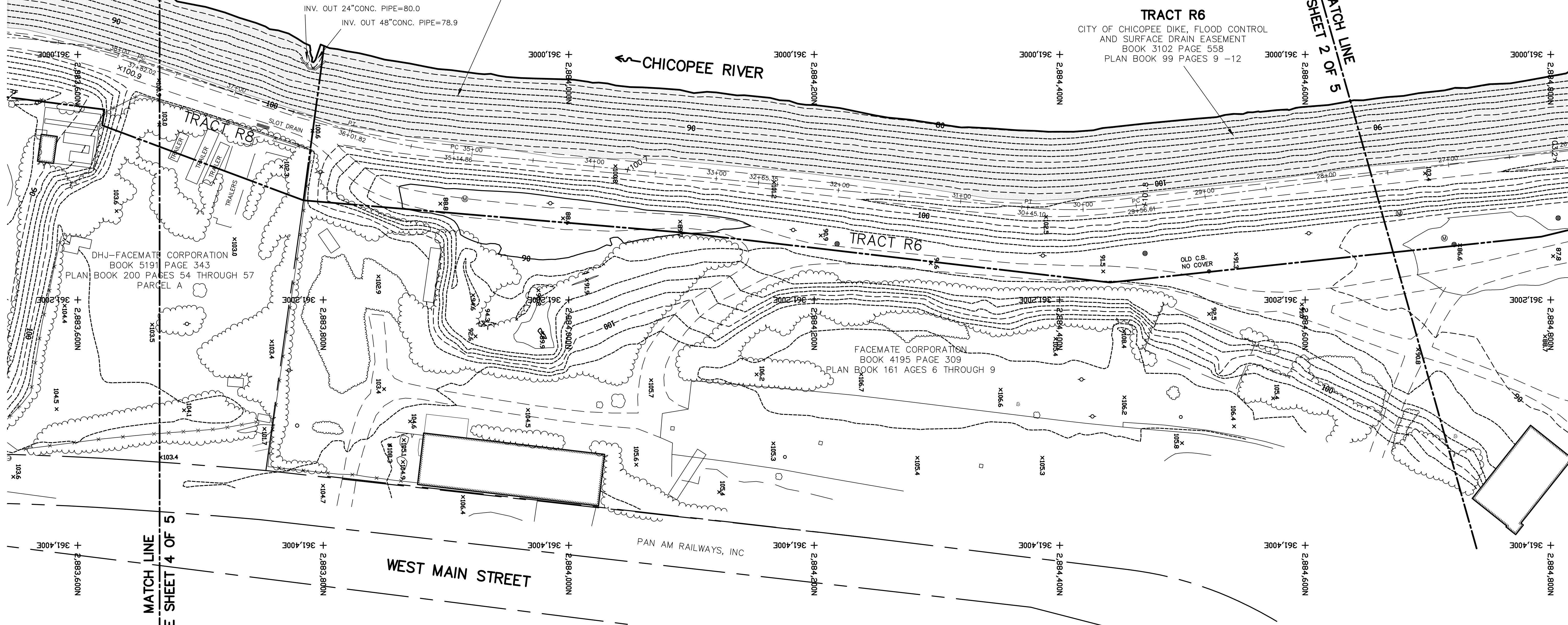
**TRACT R6**  
CITY OF CHICOPEE DIKE, FLOOD CONTROL  
AND SURFACE DRAIN EASEMENT  
BOOK 3102 PAGE 558  
PLAN BOOK 99 PAGES 9 -12

← CHICOPEE RIVER

MATCH LINE  
SEE SHEET 2 OF 5

MATCH LINE

MATCH LINE  
SEE SHEET 4 OF 5



LINE & SYMBOL LEGEND

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

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

NORTH AMERICAN VERTICAL DATUM 1988

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

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

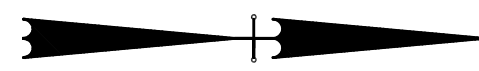
TOPOGRAPHIC PLAN OF LAND IN  
CHICOPEE, MASSACHUSETTS  
SURVEYED FOR  
THE CITY OF CHICOPEE

SCALE: 1" = 40'  
DATE: DECEMBER 12, 2009

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



MERIDIAN OF THE MASSACHUSETTS  
STATE PLANE COORDINATE SYSTEM  
1983 DATUM



← CHICOPEE RIVER

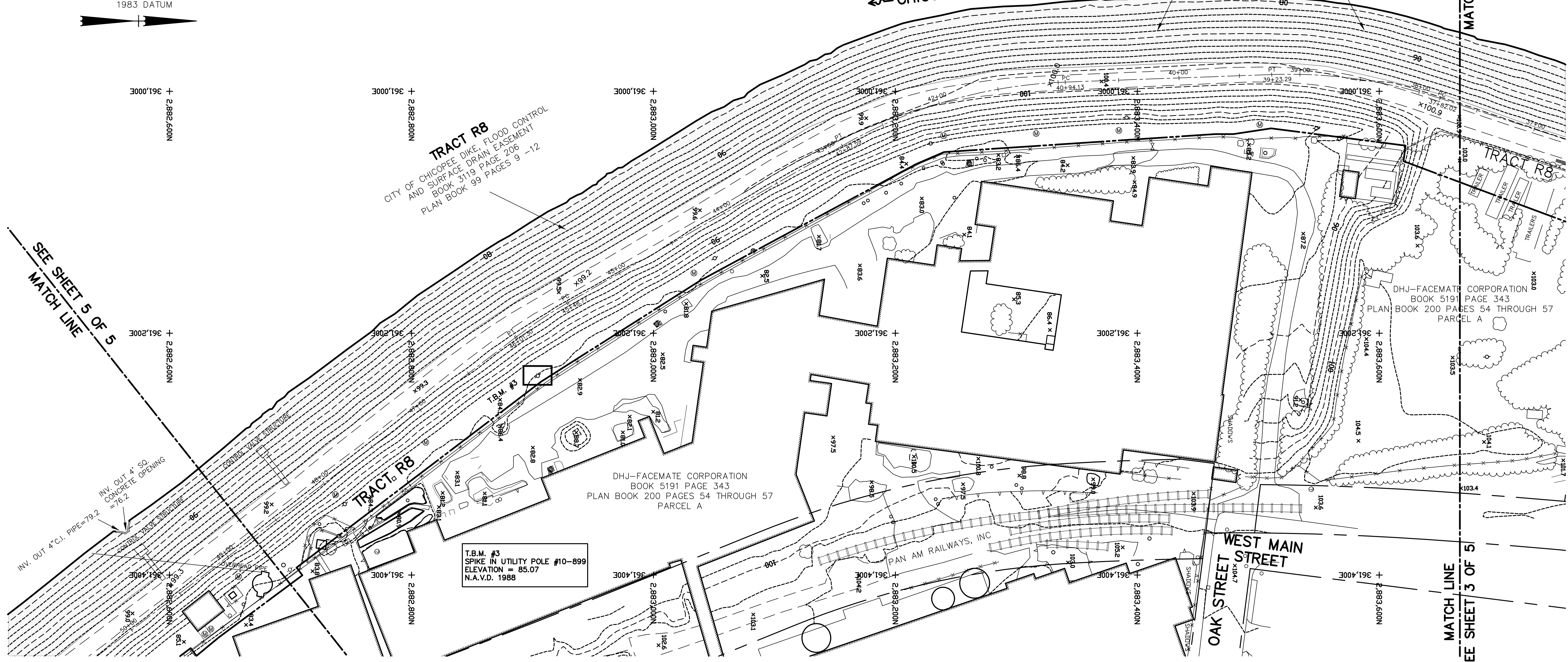
**TRACT R8**  
CITY OF CHICOPEE DIKE, FLOOD CONTROL  
AND SURFACE DRAIN EASEMENT  
BOOK 3119 PAGE 206  
PLAN BOOK 99 PAGES 9 -12

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

MATCH LINE

SEE SHEET 5 OF 5  
MATCH LINE

MATCH LINE  
SEE SHEET 3 OF 5



LINE & SYMBOL LEGEND

<ul style="list-style-type: none"> <li>○ TRAFFIC SIGNAL</li> <li>□ RAILROAD CONTROL BOX</li> <li>○ RAILROAD SWITCH</li> <li>○ SHRUB</li> <li>○ ROCK</li> <li>○ MARSH SYMBOL</li> <li>○ HYDRANT</li> <li>○ GATE/VALVE</li> <li>○ UTILITY VAULT</li> <li>○ UNCERTAIN HYDRANT</li> <li>○ MANHOLE</li> <li>○ UNCERTAIN MANHOLE</li> <li>○ CATCH BASINS</li> <li>○ UNCERTAIN CATCH BASIN</li> <li>○ UTILITY POLE</li> <li>○ UTILITY POLE WITH LIGHT</li> <li>○ STREET LIGHT</li> <li>○ GUY ANCHOR</li> <li>○ UNCERTAIN UTILITY POLE</li> <li>○ UTILITY BOX</li> <li>○ POLE</li> <li>○ POST</li> <li>○ UNCERTAIN POLE</li> <li>○ ROAD SIGN</li> <li>○ MONUMENT</li> <li>○ UNCERTAIN OBJECT</li> <li>○ x723.8 SPOT HEIGHT</li> <li>○ x74.0 FIELD LOCATED GRADE</li> <li>○ TREE</li> <li>▭ RIP-RAP</li> </ul>	<ul style="list-style-type: none"> <li>--- FENCE</li> <li>--- GUARD RAIL</li> <li>--- PARTLY VISIBLE FENCE</li> <li>--- RETAINING WALL</li> <li>--- INTERMEDIATE CONTOUR</li> <li>--- INDEX CONTOUR</li> <li>--- FLOOD CONTROL EASEMENT</li> <li>--- CONCRETE FLOOD WALL</li> <li>--- APPROXIMATE LEVEE BASELINE</li> <li>--- OTHER EASEMENT LINES</li> <li>--- PAVED ROAD</li> <li>--- DIRT DRIVE</li> <li>--- RAILROAD</li> <li>--- BUILDING</li> <li>--- TREE LINE</li> <li>--- SCRUB LINE</li> <li>--- HEDGE ROW</li> <li>--- BOUNDARY LINE</li> </ul>
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NORTH AMERICAN VERTICAL DATUM 1988

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

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

SCALE: 1" = 40'



DATE: DECEMBER 12, 2009

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

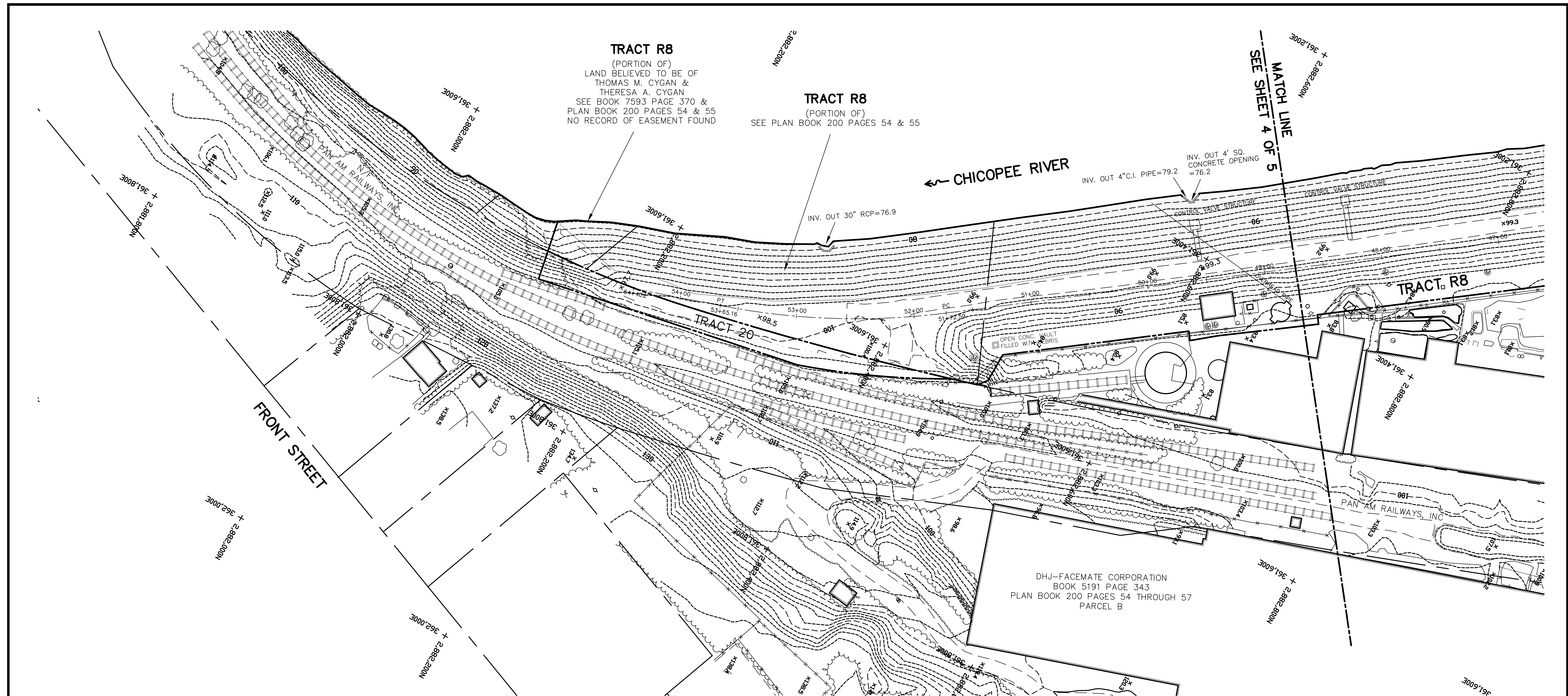


**TRACT R8**  
(PORION OF)  
LAND BELIEVED TO BE OF  
THOMAS M. CYGAN &  
THERESA A. CYGAN  
SEE BOOK 7593 PAGE 370 &  
PLAN BOOK 200 PAGES 54 & 55  
NO RECORD OF EASEMENT FOUND

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

← CHICOPEE RIVER

MATCH LINE  
SEE SHEET 4 OF 5



LINE & SYMBOL LEGEND

○	TRAFFIC SIGNAL	— x — x — x — x —	FENCE
⊠	RAILROAD CONTROL BOX	— x — x — x — x —	GUARD RAIL
⊠	RAILROAD SWITCH	— x — x — x — x —	PARTLY VISIBLE FENCE
○	SHRUB	— x — x — x — x —	RETAINING WALL
○	ROCK	— x — x — x — x —	INTERMEDIATE CONTOUR
○	MARSH SYMBOL	— x — x — x — x —	INDEX CONTOUR
○	HYDRANT	— x — x — x — x —	FLOOD CONTROL EASEMENT
○	GATE/VALVE	— x — x — x — x —	CONCRETE FLOOD WALL
○	UTILITY VAULT	— x — x — x — x —	APPROXIMATE LEVEE BASELINE
○	UNCERTAIN HYDRANT	— x — x — x — x —	OTHER EASEMENT LINES
○	MANHOLE	— x — x — x — x —	PAVED ROAD
○	UNCERTAIN MANHOLE	— x — x — x — x —	DIRT DRIVE
○	CATCH BASINS	— x — x — x — x —	RAILROAD
○	UNCERTAIN CATCH BASIN	— x — x — x — x —	BUILDING
○	UTILITY POLE	— x — x — x — x —	TREE LINE
○	UTILITY POLE WITH LIGHT	— x — x — x — x —	SCRUB LINE
○	STREET LIGHT	— x — x — x — x —	HEDGE ROW
○	GUY ANCHOR	— x — x — x — x —	BOUNDARY LINE
○	UNCERTAIN UTILITY POLE	— x — x — x — x —	
○	UTILITY BOX	— x — x — x — x —	
○	POLE	— x — x — x — x —	
○	POST	— x — x — x — x —	
○	UNCERTAIN POLE	— x — x — x — x —	
○	ROAD SIGN	— x — x — x — x —	
○	MONUMENT	— x — x — x — x —	
○	UNCERTAIN OBJECT	— x — x — x — x —	
○	SPOT HEIGHT	— x — x — x — x —	
○	FIELD LOCATED GRADE	— x — x — x — x —	
○	TREE	— x — x — x — x —	

SURVEYOR'S NOTES:

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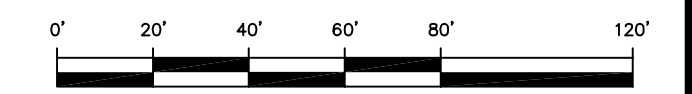
NORTH AMERICAN VERTICAL DATUM 1988

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

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

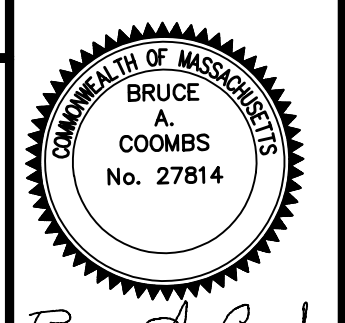
SCALE: 1" = 40'

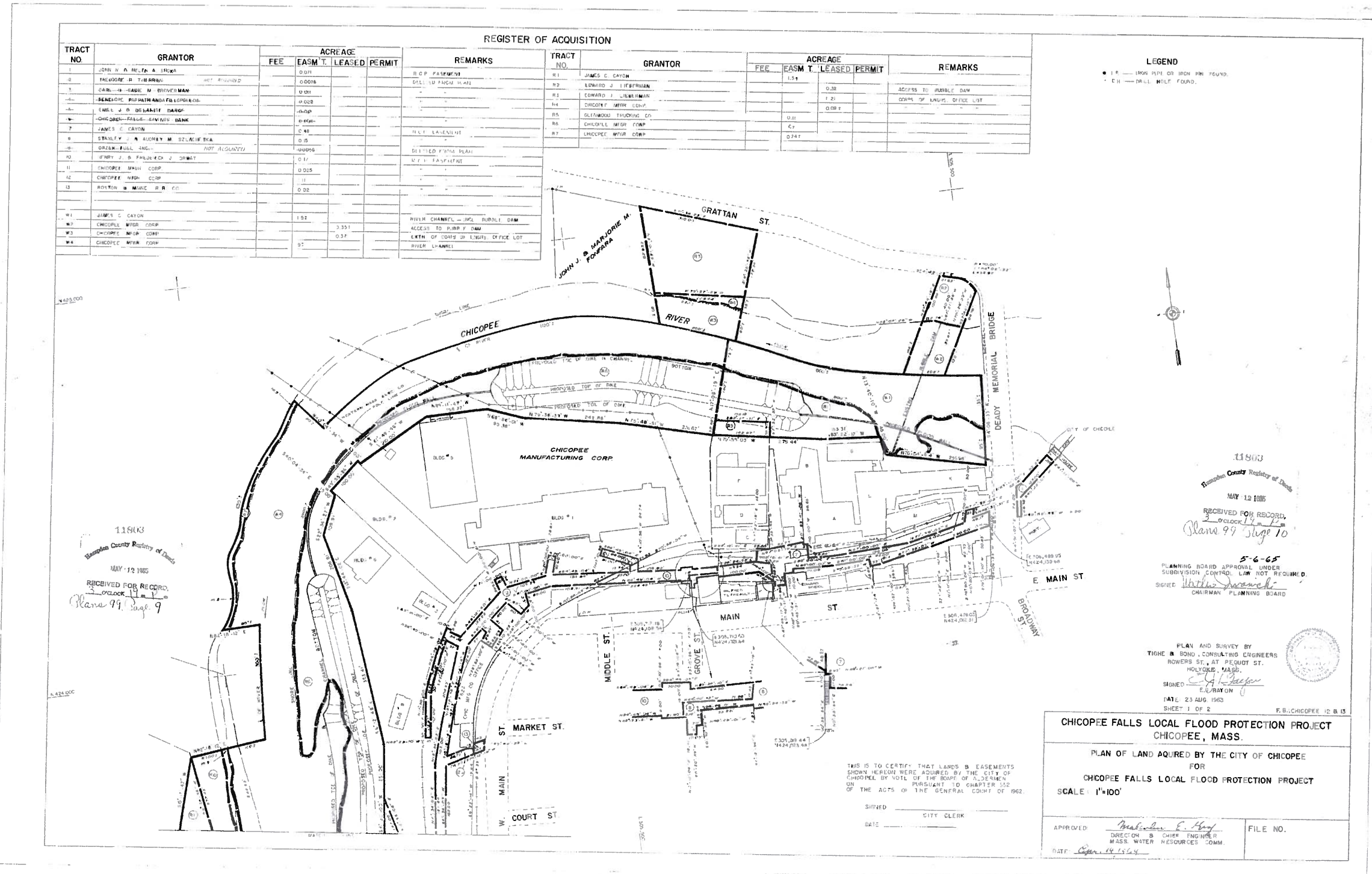


DATE: DECEMBER 12, 2009

**HERITAGE SURVEYS, INC.**

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





REGISTER OF ACQUISITION													
TRACT NO.	GRANTOR	ACREAGE				REMARKS	TRACT NO.	GRANTOR	ACREAGE				REMARKS
		FEE	EASM.	T. LEASED	PERMIT				FEE	EASM.	T. LEASED	PERMIT	
1	JOHN W. A. HELEN A. STOKA		0.071			S.O.P. EASEMENT	R1	JAMES C. CAYON		1.51			
2	THEODORE R. THURMAN		0.0016			STILL IN PACH. PLAN	R2	EDWARD J. IFFRIGIAN		0.38			ACCESS TO RUBBLE DAM
3	CARL W. SADE M. BRIVVERMAN		0.01				R3	EDWARD J. IFFRIGIAN		1.21			COPIES OF ENGRS. OFFICE LIST
4	SENEDECOR P. BATHAMANDA F. LOPKOROS		0.028				R4	CHICOPEE WTR. CORP.		0.08			
5	EMIL J. B. DELANEY DARGO		0.009				R5	OLYMPIAN TRADING CO.		0.11			
6	CHICOPEE FALLS SAVINGS BANK		0.48				R6	CHICOPEE WTR. CORP.		0.27			
7	JAMES C. CAYON		0.48			N.E. EASEMENT	R7	CHICOPEE WTR. CORP.		0.247			
8	STANLEY J. A. AUCHEY M. SZACHETKA		0.15										
9	GRANVILLE FALLS INC.		0.0095			DELETED FROM PLAN							
10	FRANK J. B. FALLEN CO. J. DEWAT		0.17			N.E. EASEMENT							
11	CHICOPEE WTR. CORP.		0.025										
12	CHICOPEE WTR. CORP.		0.11										
13	ROSTON W. MARIC B. B. CO.		0.22										
14	JAMES C. CAYON		1.51			RIVER CHANNEL - JPL. RUBBLE DAM							
15	CHICOPEE WTR. CORP.			3.351		ACCESS TO RUBBLE DAM							
16	CHICOPEE WTR. CORP.			0.37		EAST. OF CORPS. OF ENGRS. OFFICE LOT							
17	CHICOPEE WTR. CORP.			0.2		RIVER CHANNEL							

**LEGEND**  
 \* IRON PIPE OR IRON PIN FOUND.  
 \* CH - DRILL HOLE FOUND.

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

11803  
 Middlesex County Registry of Deeds  
 MAY 12 1965  
 RECEIVED FOR RECORD  
 3 O'CLOCK P.M.  
 Plans 99, Page 10  
 5-6-65  
 PLANNING BOARD APPROVAL UNDER  
 SUBDIVISION CONTROL LAW NOT REQUIRED.  
 SIGNED: *William J. ...*  
 CHAIRMAN PLANNING BOARD

PLAN AND SURVEY BY  
 TIGHE & BOND, CONSULTING ENGINEERS  
 BOWERS ST., AT PEQUOT ST.  
 HOLYOKE, MASS.  
 SIGNED: *C. J. ...*  
 ENGINEER  
 DATE: 23 AUG 1963  
 SHEET 1 OF 2  
 F.B., CHICOPEE 12 B 15

**CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT**  
 CHICOPEE, MASS.

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

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

FILE NO.

THIS IS TO CERTIFY THAT LANDS & EASEMENTS  
 SHOWN HEREON WERE ACQUIRED BY THE CITY OF  
 CHICOPEE BY VOICE OF THE BOARD OF ALDERMEN  
 PURSUANT TO CHAPTER 152  
 OF THE ACTS OF THE GENERAL COURT OF 1962.

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



REGISTER OF ACQUISITION

TRACT NO.	GRANTOR	ACREAGE				REMARKS
		FEE	EASMT.	LEASED	PERMIT	
14	U.S. RUBBER CO.		0.19			RCP EASEMENT
15	U.S. RUBBER CO.		0.17			" "
16	U.S. RUBBER CO.		0.13			" "
17	U.S. RUBBER CO.		0.24			" "
18	BOSTON & MAINE R.R. CO.		0.018			" "
19	BOSTON & MAINE R.R. CO.		0.015			" "
20	BOSTON & MAINE R.R. CO.		0.13			DIKE EASEMENT
20A	BOSTON & MAINE R.R. CO.		0.10			RCP EASEMENT
21	U.S. RUBBER CO.		0.08			" "
R6A	CHICOPEE MFR. CORP.	NOT ACQUIRED	0.33			DELETED FROM PLAN
R8	U.S. RUBBER CO.		3.02			
R9	CHICOPEE MFR. CORP.		0.352			
R10	WESTERN MASS. ELECTRIC CO.		2.82			
R11	FRANK J. & MARY A. MURDZA		0.72			
R12	WALTER S. MURDZA	0.84				
R13	U.S. RUBBER CO.		267			ACCESS FROM HAMPDEN ST.

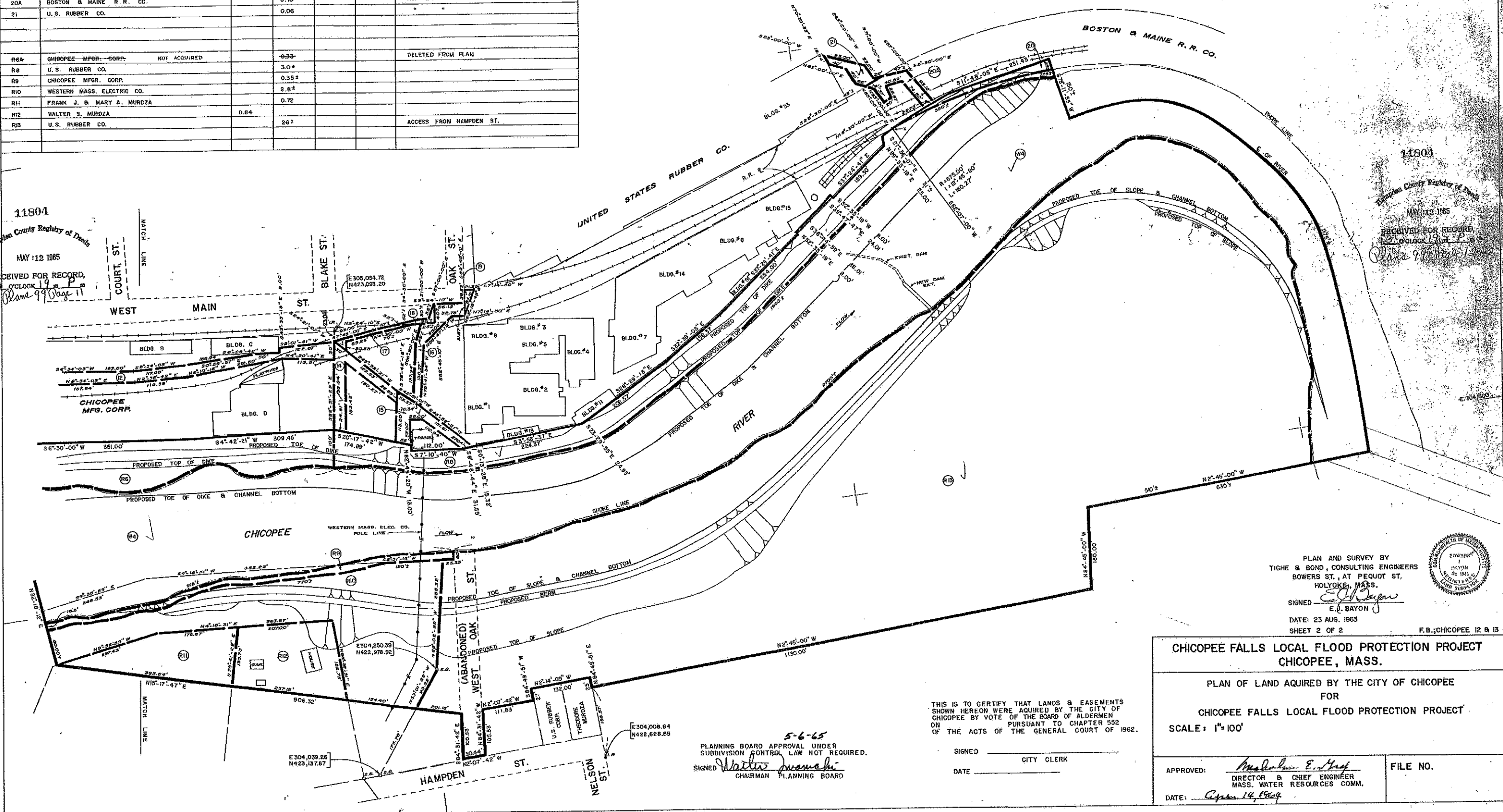
LEGEND

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



11801  
 Hampshire County Registry of Deeds  
 MAY 12 1985  
 RECEIVED FOR RECORD  
 3 O'CLOCK 1985  
 Plan 99 Page 11

11801  
 Hampshire County Registry of Deeds  
 MAY 12 1985  
 RECEIVED FOR RECORD  
 2 O'CLOCK 1985  
 Plan 99 Page 11



PLAN AND SURVEY BY  
 TIGHE & BOND, CONSULTING ENGINEERS  
 BOWERS ST., AT PEQUOT ST.  
 HOLYOKE, MASS.  
 SIGNED *E. L. Bayon*  
 E. L. BAYON  
 DATE: 23 AUG. 1983  
 SHEET 2 OF 2



CHICOPEE FALLS LOCAL FLOOD PROTECTION PROJECT  
 CHICOPEE, MASS.

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

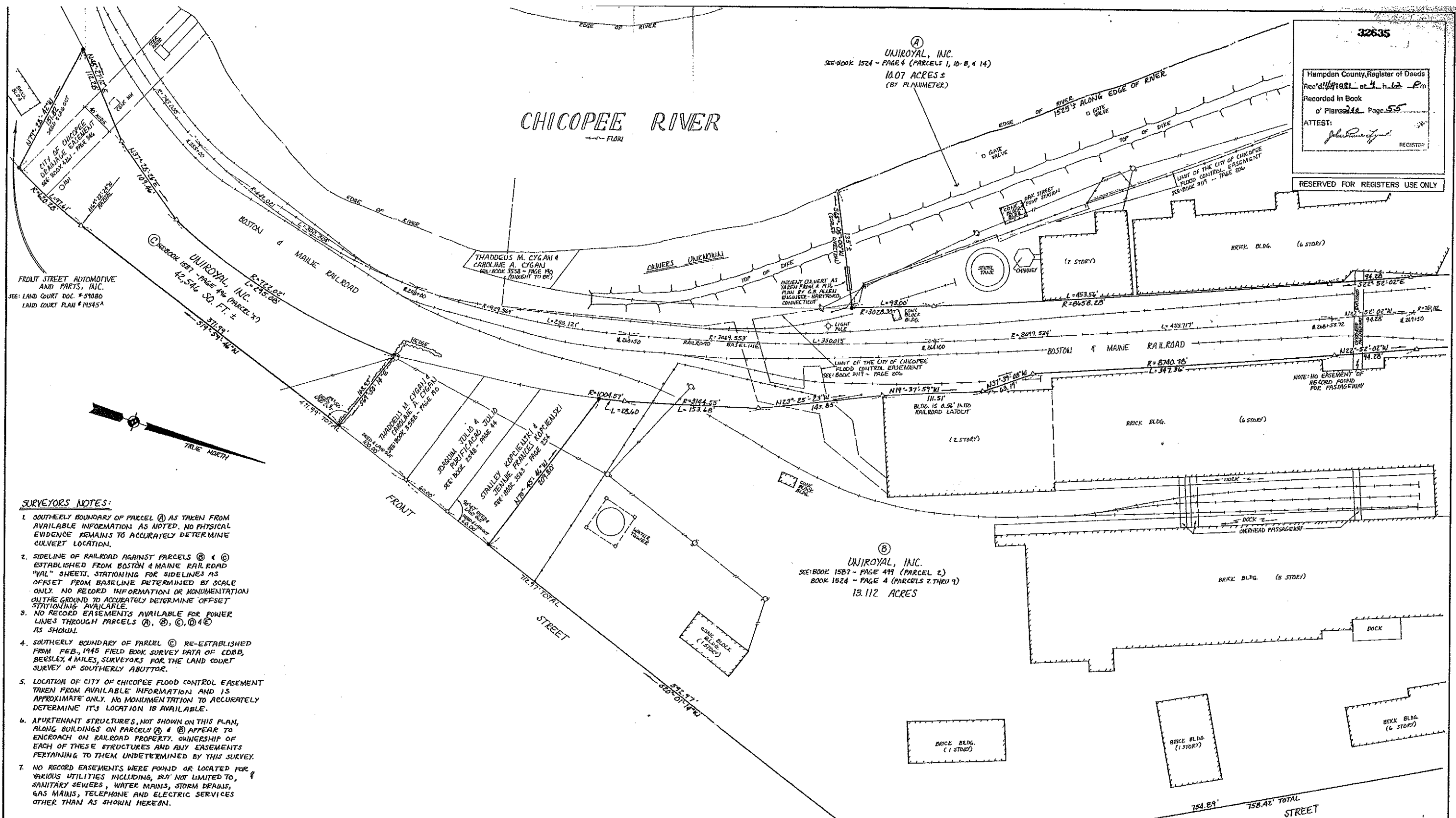
THIS IS TO CERTIFY THAT LANDS & EASEMENTS SHOWN HEREON WERE ACQUIRED BY THE CITY OF CHICOPEE BY VOTE OF THE BOARD OF ALDERMEN ON PURSUANT TO CHAPTER 552 OF THE ACTS OF THE GENERAL COURT OF 1962.

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

5-6-85  
 PLANNING BOARD APPROVAL UNDER  
 SUBDIVISION CONTROL LAW NOT REQUIRED.  
 SIGNED *Walter Marchi*  
 CHAIRMAN PLANNING BOARD

APPROVED: *Edward L. Bayon*  
 DIRECTOR & CHIEF ENGINEER  
 MASS. WATER RESOURCES COMM.  
 DATE: *Apr 14, 1984*

FILE NO.



32635  
 Hampden County Register of Deeds  
 Rec'd 10/29/1981 at 4:12 P.M.  
 Recorded in Book of Plans 244 Page 55  
 ATTEST: [Signature]  
 REGISTER  
 RESERVED FOR REGISTER'S USE ONLY

FRONT STREET AUTOMOTIVE AND PARTS, INC.  
 SEE: LAND COURT DOC. # 51080  
 LAND COURT PLAN # 11545A

UNIROYAL, INC.  
 SEE: BOOK 1524 - PAGE 4 (PARCEL 1)  
 42,546 SQ. FT. ±

UNIROYAL, INC.  
 SEE: BOOK 1524 - PAGE 4 (PARCELS 1, 10-B, 4 14)  
 10.07 ACRES ±  
 (BY PLANIMETER)

UNIROYAL, INC.  
 SEE: BOOK 1524 - PAGE 499 (PARCEL 2)  
 BOOK 1524 - PAGE 4 (PARCELS 2 THRU 9)  
 13.112 ACRES

**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 (B) & (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.

- 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

32635  
 Hampden County Register of Deeds  
 Rec'd 10/29/1981 at 4:12 P.M.  
 Recorded in Book of Plans 244 Page 54  
 ATTEST: [Signature]  
 REGISTER

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

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

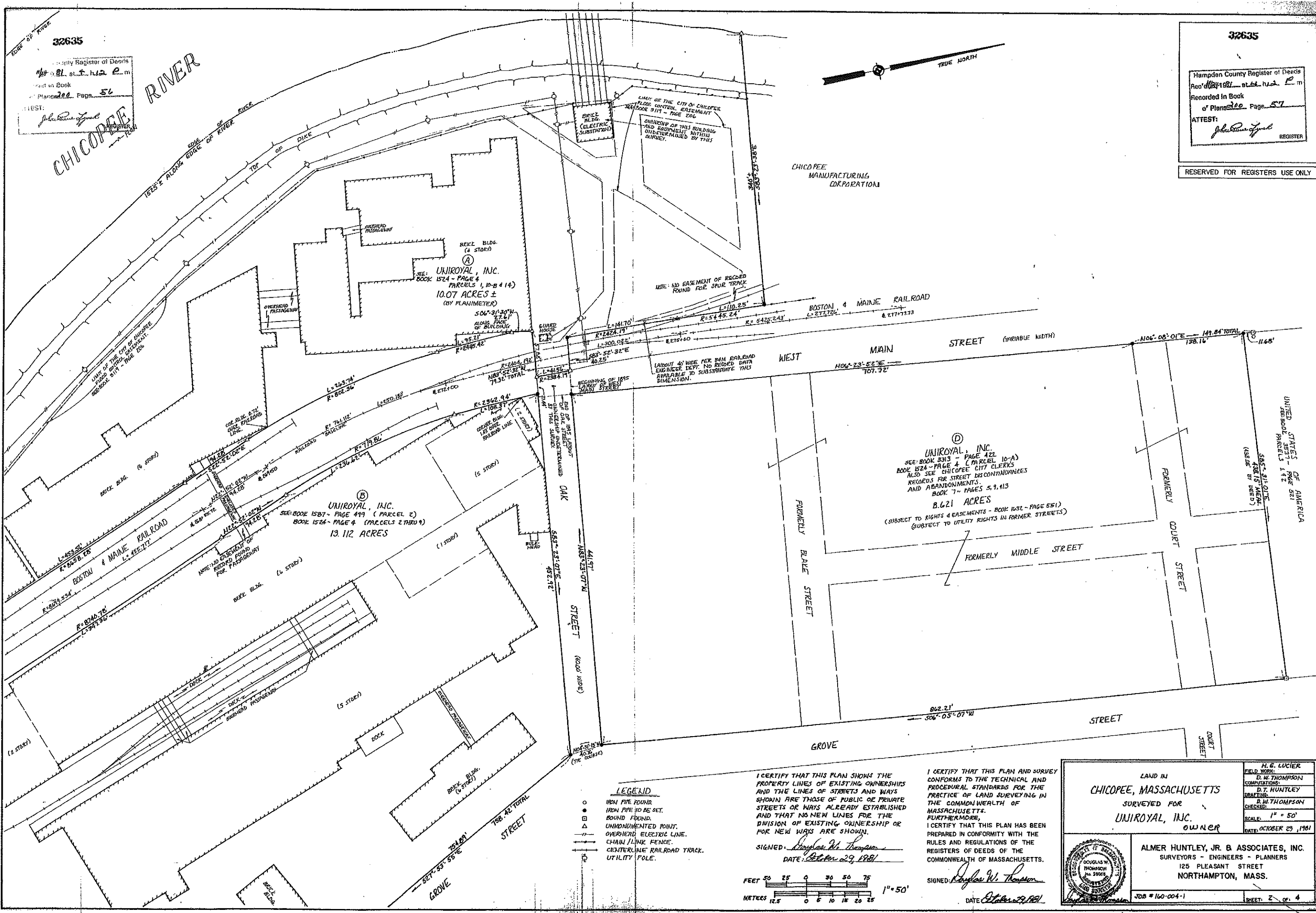
County Register of Deeds  
Hampden County, Mass.  
Recorded in Book  
of Plans 200 Page 56  
ATTEST:  
John W. Thompson  
REGISTER

CHICOPEE RIVER

32635

Hampden County Register of Deeds  
Recorded in Book  
of Plans 200 Page 57  
ATTEST:  
John W. Thompson  
REGISTER

RESERVED FOR REGISTERS USE ONLY



UNIROYAL, INC.  
SEE BOOK 1524 - PAGE 4  
PARCELS 1, 10-B & 14  
10.07 ACRES ±  
(BY PLANIMETER)

UNIROYAL, INC.  
SEE BOOK 1527 - PAGE 419 (PARCEL 2)  
BOOK 1524 - PAGE 4 (PARCELS 2 THRU 9)  
13.112 ACRES

UNIROYAL, INC.  
SEE BOOK 313 - PAGE 422  
BOOK 1524 - PAGE 4 (PARCEL 10-A)  
ALSO SEE CHICOPEE CITY CLERKS  
RECORDS FOR STREET DISCONTINUANCES  
AND ABANDONMENTS.  
AND ABANDONMENTS.  
BOOK 7 - PAGES 5, 9, 113  
8.621 ACRES  
(SUBJECT TO RIGHTS & EASEMENTS - BOOK 1032 - PAGE 551)  
(SUBJECT TO UTILITY RIGHTS IN FORMER STREETS)

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

H. G. LUCIER  
FIELD WORK  
D. W. THOMPSON  
COMPUTATIONS  
D. T. HUNTLEY  
DRAFTING  
D. W. 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: 2 OF 4

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**

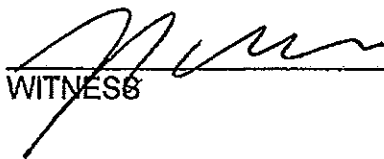
The land located in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts and as bounded and described in the attachment hereto marked "Exhibit A", together with all buildings and improvements and structures located thereon.

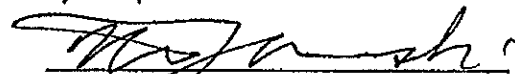
Subject to facts shown on survey prepared by Almer Huntley, Jr. & Associates, Inc. dated October 29, 1981 as set forth in Book of Plans 200, Pages 54 thru 61.

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

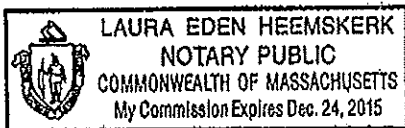
  
\_\_\_\_\_  
FACEMATE CORPORATION  
Its President and Treasurer  
Walter F. Mozowski


**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.

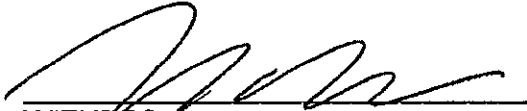



8. This conveyance is subject to the following restrictions for the benefit of other land or location of the Grantor, to wit: that from the date of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or 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

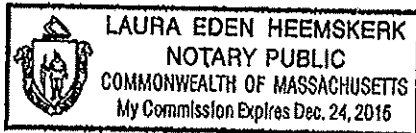
COMMONWEALTH OF MASSACHUSETTS

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

558

BOOK 3102 PAGE 558

7977

E A S E M E N T

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

FIRST PARCEL -

Beginning at the southeasterly corner of the tract herein described, said point being the northmost 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

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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;

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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;



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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.;

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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 -

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.

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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.

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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

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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

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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

Joan E. Kilpatrick  
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

*Jean K. Kishner*  
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



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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  
 JAN 26 1965  
 S. J. M.  
 REGISTERED

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EASEMENT

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

FIRST PARCEL - Beginning at the northeasterly corner of the tract herein described, said point being N 82°31' 29" W, a distance of twenty-three and no hundredths (23.00) feet along the southerly property line of land of the Chicopee Manufacturing Corp. from an iron pipe marking the northeasterly corner of United States Rubber Company property at land of the Chicopee Manufacturing Corp. and the Boston & Maine Railroad Company, said iron pipe located at coordinates N 423,993.20, E 395,934.72 in the Massachusetts State Coordinate System.

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

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

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

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

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

thence N  $26^{\circ}17'42''$  E, a distance of twenty-four and sixty-one hundredths (24.61) feet along an easterly line of Tract 18 to the property line of the Chicopee Manufacturing Corporation;

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

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

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

thence S  $49^{\circ}30'00''$  E a distance of about forty-seven (47) feet to land now or formerly of the Boston & Maine Railroad Company;

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

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

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

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

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

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

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

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

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

thence N 22°30'00" W a distance of about forty-five (45) feet along the easterly line of property of the Boston & Maine Railroad Company to a point;

thence N 23°00'00" E a distance of about twenty-six (26) feet to a point;

thence N 63°00'00" E a distance of forty and no hundredths (40.00) feet to a point;

thence N 23°00'00" E a distance of forty and no hundredths (40.00) feet to the southerly face of United States Rubber Company building No. 33;

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

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

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

thence S 2°45'00" E a distance of eleven hundred thirty



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence N  $35^{\circ}47'18''$  W a distance of eighty-five and no hundredths (85.00) feet to a point;

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

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

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

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

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

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

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

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

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

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

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

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

thence S 8°48'44" E a distance of thirty-one and fifty-nine hundredths (31.59) feet to a point;

thence S 0°43'28" E a distance of fifteen and thirty-two hundredths (15.32) feet along the westerly face of the United States Rubber Company concrete retaining wall;

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

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

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

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

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

thence N 52°35'19" E a distance of eight and no hundredths (8.00) feet to a point;



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

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

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

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

thence N  $86^{\circ}35'19''$  E a distance of twenty-five and no hundredths (25.00) feet to a point;

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

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

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

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

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

City Engineer of the City of Chicopee,

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

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

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

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

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



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

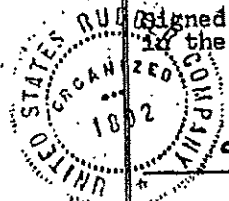
Subject to existing easements for public roads and highways, for public utilities, for railroads, and pipe lines.

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

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

Signed, Sealed and Delivered in the presence of:

UNITED STATES RUBBER COMPANY

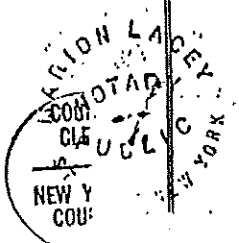


*[Handwritten signature]*

By *H. N. Barrett*  
Attorney-in-Fact

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

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



*Marion Lacey*  
Notary Public  
MARION LACEY  
Notary Public, State of New York  
No. 31927-550  
Qualified in New York County  
Commission Expires March 30, 1967

My Commission Expires

State of New York, )  
County of New York, ) ss.:

No. 83818 Form 1

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

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

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

FEE PAID 50¢

*James McGurrien*  
County Clerk and Clerk of the Supreme Court, New York County

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ORK  
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ARTHUR BALTHAZAR  
CITY CLERK

CITY OF CHICOPEE  
MASSACHUSETTS  
OFFICE OF THE CITY CLERK

May 21, 1965

Law Department:

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

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

Attest:

*Arthur Balthazar*  
City Clerk

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

Execution of  
Contracts and Other Documents

Upon motion, duly made and seconded, it was unanimously

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

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

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

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

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

*Henry J. McGrath*  
ASSISTANT SECRETARY  
U. S. RUBBER TIRE COMPANY

64-4  
6/7/55

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

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

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

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

c. Grants of easements or rights of way; and

d. Side trade agreements.

