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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,

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

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

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

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

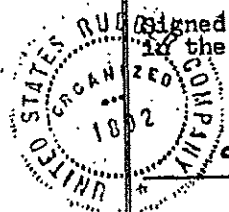
(b) That the payment of the United States of America and/or the City of Chicopee of the consideration recited herein shall constitute full fair value and full compensation to the grantor, for the easement and rights granted herein, whether such easement and rights shall be exercised by the City of Chicopee or by any of its grantees, transferees, assignees, 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 28th day of April 1965.



Signed, Sealed and Delivered in the presence of:

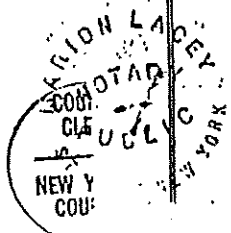
UNITED STATES RUBBER COMPANY

[Handwritten signature]

By *[Handwritten signature]*
Attorney-in-Fact

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

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



[Handwritten signature]
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

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

No. 83818

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

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

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

FEE PAID 50¢

[Handwritten signature]
County Clerk and Clerk of the Supreme Court, New York County

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

May 21, 1965

Law Department:

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

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

Attest:

Arthur Balthazar
City Clerk

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

Execution of
Contracts and Other Documents

Upon motion, duly made and seconded, it was unanimously

VOTED: That, effective July 1, 1962, the President (namely, George R. Vila), or the Financial Vice President (namely, Frank J. McGrath), 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 7th 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.

