

APPENDIX N:

ADDITIONAL

ANALYSIS OF THE MILL

DISTRICT FROM FRONT STREET

TO THE CHICOPEE RIVER

The following is a summary of additional information collected for the Chicopee West End Area-Wide Brownfields Study recently prepared by The Cecil Group, Inc. This information was compiled under an additional services agreement with the Pioneer Valley Planning Commission.

The area subject to this review is a subsection of the study area included in the Area-Wide Brownfields Study. The subsection is the Cabotville and Lyman Mill district that is composed of the cluster of historic industrial buildings located between the Chicopee River, Depot Street, Springfield Street, and Front Street.

The additional effort was applied in two ways. It was used to help clarify ownership of the parcels within the subdistrict and determine if any conveyances provided an opportunity to advance redevelopment. The effort was also used to determine if the mill property owners could be persuaded to participate more actively in the redevelopment plan through the good offices of the City's Mayor Michael D. Bissonnette, which was to be discussed in a session called a "Developers Summit."

The property reviews revealed several important conditions, but the recommendation is to complete a more complete title review because of the issues discovered within the property information. It was determined that the property owners/developers are not coordinated or on schedule with the market opportunities uncovered in the Area-Wide Brownfields Study. This suggests a different approach is needed to encourage the start of project construction.

I. Mill District Property Ownership and Conveyances

The following is a summary of the review of property ownership and conveyance information provided by Cain Hibbard & Myers PC, and Ellis Title Company, Inc., for The Cecil Group, Inc. The information was submitted to The Cecil Group August 9, 2012 and August 30, 2012.

The Cecil Group prepared an annotated plan of the properties under these reviews generated from information in the City Assessor's records and the property information provided by Cain Hibbard & Myers and Ellis Title, which is a compilation of title, deed and record plans. The plan is a GIS graphic and database prepared by the Cecil Group from the City Assessor's paper maps, as the City had no digitized mapping at the time of the study. The annotated plan and property information are included as Attachments A and B, respectively.

A. General Findings

The land ownerships and lot lines are found to be substantially as indicated in the City Assessor's records with the exception of what are considered four key conditions. The conditions are discrepancies in the parcel ownership and status, parcel boundaries and easements, as summarized below.

B. Comparison Between City and Present Review Information

When comparing the City Assessor's maps with the information from the land title and plan review, the records match except in two areas; the Front Street frontage parcels and the Cabotville Mill property and easement lines.

1. Front Street Parcels

One area in question is that ownership and status of the properties directly on Front Street, identified as Parcels 0095-00009, 0095-00010, 0096-0036A, and 0096-00036, are not clearly defined in the information provided in the documentation from the land title and plan review.

A 1994 ANR-type plan was found that conveys land with the former railroad tracks adjacent to Front Street from the Boston and Maine Corporation to 200 Tillary, LLC, the latter being the owner of the Cabotville Mill and other properties within the district. However, the 1994 transfer from the Boston and Maine Corporation (the railroad presented as the property owner) may not have conveyed any property rights as the review indicates a question of ownership by the railroad. The railroad may have gained a right to construct the rail lines, but it may not have obtained ownership of the land.

If this is correct, the land would revert to the original owner, and Cain, Hibbard & Myers suggests the City may be the owner. In addition these parcels may have been included within the original Front Street right-of-way. If they are part of the Front Street right-of-way:

- They are not separate parcels of land, and
- Access across them would be presumed to be open to the abutters.

Atty. Sydney Smithers from Cain, Hibbard & Myers recommends that an ALTA/ACSM survey be completed to clarify the discrepancies. This would be a more in depth review of the titles according to the standards of the American Land Title Association.

2. Cabotville Mill and Utility Company Parcels

The Cabotville Mill property, all of which was previously owned by Industrial Buildings Corporation as shown on the 1932 plan, are substantially surrounded by land owned by the utility company that operated the hydroelectric plant on the Chicopee River. The 1932 plan is of poor quality but indicates that the utility company, which is listed in the current Assessor's records as NAEA Energy Mass, held land or land rights under areas that currently have buildings. Based on the historic construction and the location of the ownership lines, this suggests additional clarity is needed to distinguish easements and ownership.

Again, an ALTA/ACSM survey is recommended to clarify the conditions.

C. Easement on the Canal

The documents provided in the land title and plan review identify a 30-foot wide easement running along the northern side of the canal, between the canal and buildings, from Springfield Street to Depot Street. The purpose of the easement benefited the owners of the mill buildings for access and utilities. It appears the rights under this easement would transfer to the City if it were to take the building and property under parcel number 0096-00031, which is currently part of the Lyman/Wright property.

D. City Ownership on the Canal

The City owns parcel 0096-00037 which is at the corner of Springfield Street and Front Street. The 1956 plan that identifies the parcel boundaries suggests that the City does not own up to the wall of the canal. This would impact proposed beautification and canal walkway improvements in this corner of the district.

E. Conclusions

While the information from the land title and plan review has indicated a condition that may be advantageous to the City, there remain questions that would properly be addressed in an American Land Title Association (ALTA/ACSM) survey because of the level of detail provided in this survey should clarify the noted discrepancies.

II. “Developer’s Summit”

The Area-Wide Brownfields Study identified this mill district as the key brownfield properties that could start and anchor the West End neighborhood’s revitalization. The key properties that could affect this area-wide revitalization were identified as the Lyman Mill and Cabotville Mill properties. Among the attractive conditions for successful revitalization are the following factors:

- There are existing mill buildings on these properties that are being rented for commercial and industrial uses;
- These mill buildings are a substantial presence within the West End;
- Improvements to the eastern side of the downtown and the successful renovation of Ames Privilege mill have set the stage for extending revitalization through the West End;
- A Special Permit was issued by the City for the Cabotville Mill’s Building 1, for residential units;
- The canal provides a public amenity that could be improved similar to what has been done beside the Ames Privilege Mill redevelopment project.
- The Ames Privilege Mill redevelopment project upstream on the canal across Springfield Street from the Cabotville Mill is the example of what might be accomplished in the other mill buildings.

To determine the interest of the key property owners in coordinating with the City, the Cecil Group contacted the owners of the Lyman Mill and the Cabotville Mill properties.

A. Lyman/Wright Mill

William Wright, the person identified as the owner of the Lyman Mill, reinforced his interest in rehabilitating the Mill for new uses during interviews. In the interviews, he also said he wants to move on the revitalization of his and the Cabotville Mill property simultaneously so that shared access and utilities could be included with the redevelopment planning.

Mr. Wright was also interested in the demolition of the former storage building on parcel 0096-00031. The building, with its low floor to ceiling heights, is not considered rentable. Demolition of the building would open up the potential for visibility of the main Lyman Mill building and the beautification of the south side of the canal.

According to the Community Development office, the City was reportedly offered this particular property with the existing building by Mr. Wright. The cost to demolish the building would be borne by the City. If the materials in the structure are of certain salvage value, as indicated by Mr. Wright, the cost for demolition will be mitigated.

Parcels 0095-0004B (1987 ANR Plan) and 0095-00003 (1957 ANR Plan), which are on the north side of the canal, remain for redevelopment by the owner. Access to the parcels could be provided from Depot Street over a 30' wide easement according to the title review. However, the full use of the main mill building would require additional infrastructure support; particularly water supply and parking. If the property is used for residential use, other amenities and beautification would be needed as well. Consequently, the mixed use option for reuse of the mill would require other improvements associated with the broader mill district revitalization. This suggests that the Cabotville Mill reuse is needed for the district to turn around.

B. Cabotville Mill

Several meetings and discussions were held with the Cabotville Mill owner to determine:

- What issues keep the residential reuse project approved in the Special Permit from proceeding?
- What could the City (or other agencies) provide to help advance the project?

The owner stated that a key issue to advance the project was determining how the City would address the building and fire code requirements in light of the variance that was issued to the owner by the State. There have been previous discussions between the owner and the City on the building code requirements. The owner specifically identified the fire code requirements that were listed by the City as needed for the project as a potential problem for redevelopment.

The following are the items regarding the variance that were provided for this review:

- A 780 CMR 34 Evaluation and Compliance Alternatives Report for Building No.1, was prepared for the City Building Commissioner on November 2008
- A State Building Code Appeal for relief from height and area standards found in 780 CMR Table 503, was requested from the Board of Building Regulations and Standards on December 16, 2008, with supporting documentation including the 780 CMR 34 Evaluation and Compliance Alternatives Report for Building No.1.
- The variance was issued to 200 Tillary, LLC on February 5, 2009 based on the 6th Edition of 780 CMR 503.0, with conditions that the appellant return to the Board after finalizing plans that included specific fire protection elements to be approved by the fire chief.

The Building Code variance was specifically requested because of the height of the building places it in a different category for smoke and fire suppression and secure egress. The variance was submitted to gain relief through alternative means of ensuring safety. The documentation supporting the State Building Code variance request was provided by the consulting firm Tighe & Bond.

To clarify the position of the City regarding the impact of the State decision, a discussion with the City Fire Marshall was undertaken to review the supporting documentation for the variance submitted to the State; i.e., the Evaluation and Compliance Alternatives Report. The Fire Marshall had issued a comment letter as part of the review of the Special Permit application that was approved. This was compared with the Building Code variance decision and the relief it granted.

The discussion with the City Fire Marshall and the Community Development Director determined that the statement of relief granted by the State and supporting documentation did not clarify all of the code requirements and how they would apply to the project design. In the discussion, the Fire Marshall confirmed that the points he raised in a previous comment letter on the Special Permit application still applied to the project design. Outstanding issues included:

- Roof loading
- Sprinkler pump system
- The need to have the fire suppression system in place before residential occupancy of any floor
- Stair wells to be mechanically ventilated
- Status of the previous architectural plans prepared by James Vance Architects, dated April 14, 2008.

The conclusion from the discussion was made that the City would stand with the existing Special Permit comments and request plans to show how the variance and the alternatives would be applied to the design.

This information was passed on to the Cabotville Mill owner, with a recommendation to file project plans with the City to show how the variance and other requirements would be addressed. The owner then requested identification of public funding options that could support the residential project. Four approaches were suggested:

1. The City could provide tax abatements in exchange for completion of construction of some phase of the project. It is possible that it may be considered as Urban Center Housing - Tax Increment Financing (Mass. General Laws c.40 sec.60), or simply as a quid pro quo with a local abatement. So there are legal options for action. The UCH-TIF would require the plans to be prepared to show the construction, an approval by the state housing agency, and a vote of the City Council, and may be too complex. The local tax abatement for construction would require a binding agreement and a vote of City Council – much simpler but requires a political strategy.

2. The City might improve the canal and build the new water line for the mill district in exchange for grant of an easement that allows the City to build and own the water line and to have public access along the canal. The City has some current funds and may have access to other money for infrastructure improvements. The deal would have to include a negotiation on how much the City would expend on the water line construction, such as laterals being Cabotville's responsibility. The construction of the water line would best be phased while the bridge is closed so the timing is good (and cheapest) if construction is completed within the next few years.

3. In addition, there is state grant money for infrastructure improvements (up to \$1.5M depending on the project) that comes up for competitive distribution directly to the cities every six months in the fall and spring. In addition there is a small amount of federal money available to the City on the order of about \$100K each year. So there could be other improvements such as a waterfront walkway/recreation area and improvements to Front Street in exchange for certain construction. The public construction would require an ALTA survey because the current title review the City has does not clearly show the chain of title to the former Railroad and some of the other properties. This title survey could be a request to Cabotville from the City as part of any deal.

4. Federal and state tax credit programs, in particular Historic and New Market tax credits.

C. Conclusion

This summarizes the extent of interaction between the owners' of the mill district properties and the consultants. The recommendation is to maintain communication on a regular basis through Mayor Bissonnette's office to inform the owners of opportunities and to encourage progress towards redevelopment.

Front Street Sites West End, Chicopee

Attachment A

Chicopee River

Interstate 391

Springfield Street

0095-40001 to
0095-40024

0095-40001 to
0095-40024

0096-00037

0096-00035

0096-00036

Front Street

1956 ANR Plan
Owner: City
Note: Separated from canal wall

1987 ANR Plan

1957 ANR Plan
Owner: Lyman/Wright

1932 Plan
Owner: 200 Tillary

1932 Plan
Easement for access, electricity,
telecommunications, utilities

Cabot Street

0096-00031
0096-0036A

1961 Plan
Owner: Lyman/Wright

Perkins Street

0095-0004B
0095-00003

Dwight Street

1994 ANR Plan
Owner: Not clear by title review
Note: Suspect nothing conveyed

0095-0004A
0095-00010
0095-00009

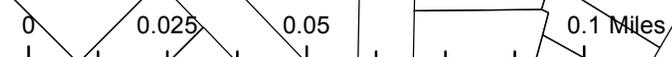
1984 ANR Plan
Owner: Mascaro
Note: Frontage on Depot Street

Exchange Street

School Street

- Cabotville/200 Tillary
- Land Separately Plotted on 1932 Plan
- Former Lyman Company
- Canal (Power Company)
- Mascaro Property
- City Frontage

Source: City of Chicopee
and The Cecil Group
Prepared by The Cecil Group
October 2012



F. Sydney Smithers

August 9, 2012

VIA FEDEX

The Cecil Group Inc.
241 A Street – Suite 500
Boston, MA 02210

ATTN: Kenneth J. Buckland, AICP

RE: Brownfields Area-Wide Planning Project
Chicopee West End
Cecil Group Project No.: 29077

Dear Mr. Buckland:

At your request, we have ordered a title examination, a copy of which has been previously sent to you, from Ellis Title Company of Springfield.

You have provided us with color-coded copies of the “Front Street Sites, West End, Chicopee” and utilizing the information from the City of Chicopee Assessor’s records provided to us by your office, we have identified the present assessed owners of the several parcels of land which together make up the Front Street sites.

The green parcels are assessed, as follows:

95-09 200 Tillary, LLC
95-10 200 Tillary, LLC
96-36A William S. Wright as Trustee of G. & W. Realty Trust, and
96-36 200 Tillary, LLC.

Ellis Title reports that these so-called former railroad lots were conveyed by The Boston and Maine Corporation to Jeffrey B. Segalyn and Daniel S. Burack, co-Partners, d/b/a Cabotville Industrial Park Partnership by Release Deed dated July 28, 1994 and recorded with Hampden County Registry of Deeds in Book 8912, Page 060.

Segalyn and Burack, d/b/a Cabotville Industrial Park Partnership, conveyed a portion of the property (96-036A) to William S. Wright, Trustee of G. & W. Realty Trust by deed May 19, 1995 and recorded with said Registry in Book 9135, Page 556.

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F. Sydney Smithers

The balance of the former railroad lots were conveyed Segalyn and Burack, co-Partners, to 200 Tillary, LLC, a New York limited liability company, by deed dated March 21, 2005 and recorded with said Registry in Book 14891, Page 214.

We specifically requested that Ellis Title determine the source of title in The Boston and Maine Corporation and whether the railroad corporation's title was by deed or layout.

After extensive research, Ellis Title was unable to determine the source of title and could find no deed for fee interest, no taking by the railroad of the fee interest, nor the layout of the railroad by location plans. Ellis Title concludes that the railroad merely an easement and if that is correct that easement would continue to encumber the land until abandoned.

The deed from The Boston and Maine Corporation to Segalyn and Burack reserves all tracks, track materials and related equipment, referred to as "Trackage" for 90 days subsequent to the date of delivery of the deed which can be presumed to have been no later than August 10, 1994.

If the railroad had an easement I therefore conclude that the easement was abandoned and the fee title to this strip of former railroad land would revert to the original owners over whose land the railroad was laid out when constructed.

I have no doubt that the railroad probably obtained a legal title to this strip of land by adverse possession by many years in excess of 20 years of open, notorious, hostile, adverse and exclusive possession of the strip of land. However, legal title by adverse possession is not the equivalent of record title which can only be established by proving one's title by adverse possession in a judicial proceeding and then recording a judgment of the court evidencing a good record title.

We conclude 200 Tillary, LLC and William S. Wright, Trustee, took nothing by their deeds from Segalyn and Burack. Ellis Title did not determine the date of the layout of the railroad nor the owners of the fee at the time the railroad was laid out over their property.

Ellis Title then purports to respond to our inquiry as to the state of title to that row of properties to the north of the former railroad property but misidentifies them as Parcels 95-09, 95-010 and 95-36 which are, along with 95-36A, in fact part of the railroad properties.

Ellis Title does correctly identify, however, that Lot 96-031 (not 96-36A) was conveyed by Ellis Title's Exhibit C, a deed from Industrial Buildings Corporation to William Goldberg and E.M. Shepard Wright, Trustees under Declaration of Trust of G & W Realty Trust dated September 17, 1957 and recorded with Hamden County Registry of

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F. Sydney Smithers

Deeds in Book 2570, Page 451. That deed, Exhibit C, conveys Parcel 96-031 bounded on the south by former railroad land (96-036A, now owned by William S. Wright, Jr., as Trustee of the same realty trust) and north by canal.

Ellis Title has provided us no title work with respect to Parcel 95-04A assessed by Mascaro.

Comparing the plans forwarded by Ellis Title as Exhibit A and Exhibit E, the foregoing being the plan of The Boston and Maine land between Springfield Street and Depot Street conveyed Segalyn and Burack, co-Partners, by deed recorded in Book 8912, Page 60, with the plan showing the location of the property conveyed by Industrial Buildings Corporation to the Quinnehtuk Company by Exhibit D, it is apparent that the railroad was laid out in part over land shown on Exhibit E as "Front Street".

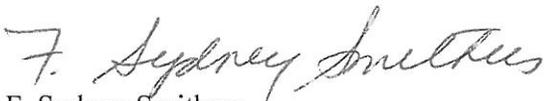
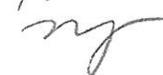
I know that you had hoped by retaining this office to review title work in the Front Street, Chicopee area, you could avoid the cost of an ALTA/ACSM survey but given the apparent inconsistencies between the 1932 survey for Industrial Buildings Corporation (Exhibit E) and the 1994 survey for The Boston and Maine Corporation (Exhibit A), I'm not confident that you can escape the expense of a survey.

I also think additional title work should be done, as outlined in the attached letter to Ellis Title.

I'll be out of the office until Monday, August 13 and ask that you call me then.

Very truly yours,

CAIN HIBBARD & MYERS, P.C.


F. Sydney Smithers 

FSS/mjm

COPY

Cain Hibbard & Myers PC
Counselors at Law

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F. Sydney Smithers

August 9, 2012

Elizabeth A. Ginter, Esq.
Ellis Title Company, Inc.
73 State Street
Springfield, MA 01103-2008

RE: Front, Springfield and Depot Streets, Chicopee

Dear Beth:

Enclosed is a copy of your letter of July 31.

I have the following questions:

1. Exhibit A, the plan prepared for Boston and Maine Corporation in 1994 shows the railroad land bounded on the south by Front Street, on the west by Depot Street, on the east by Springfield Street and on the north by lands of various owners including Mascaro, G & W and Cabotville Industrial Park Partnership. A comparison of this 1994 plan with Exhibit E, the Cobb, Beesley & Miles 1932 Plan seems to indicate a major discrepancy in that the railroad land is not shown on the 1932 Plan and the abutter to the south of the reserved Industrial Buildings Corporation buildings is Front Street not railroad land.

I know from looking at the 1932 Plan that the Boston and Maine railroad tracks were to the west, crossing Depot Street in a northeasterly direction and crossing the Chicopee River over a railroad bridge but I am mystified as to why you say in Paragraph No. 4 of your opinion that Industrial Buildings reserved rights to and from various public ways "over the 30 foot strip of land northerly of the canal, presumably this is the railroad land...." when I think the railroad land is not only south of the canal but intervenes between Front Street and the reserved Industrial Buildings Corporation buildings.

2. Your paragraph 2 identifies many of the former railroad parcels (95-9, etc.) but does not identify the sources of title for the line of properties between the canal and the parcels shaded green on the attached copy of the Assessor's map, which I think is the former railroad property. For example, where does Audrey

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F. Sydney Smithers

Mascaro get her title to Parcel 95-04A? She is shown as an abutter to the railroad land on the 1994 Plan.

3. In looking at Paragraph 3 of your letter, I don't find the connection between the Springfield Canal Company in 1870 and title coming into Industrial Buildings Corporation so that it could make it's 1932 conveyance to Quinnehtuk Company. How do we know that Industrial Buildings Corporation "owned all of the land on either side of the canal between Depot and Springfield Streets"?

I know this matter has been trying and time consuming, but I'm not sure that I understand your answers to my questions of April 19th to Kellis.

Thanks for any clarification.

Very truly yours,

CAIN HIBBARD & MYERS, P.C.


F. Sydney Smithers

FSS/mjm
Enclosure

cc: Kenneth J. Buckland, AICP ✓

ELLIS TITLE COMPANY, INC.
73 STATE STREET
SPRINGFIELD, MASSACHUSETTS 01103-2008

(413) 733-4197
FAX (413) 732-5587

ELIZABETH A. GINTER, ATTORNEY

JAMES M. SWEENEY, ATTORNEY
Retired

July 31, 2012

F. Sydney Smithers, Esquire
Cain Hibbard & Myers, P.C.
66 West Street
Pittsfield, MA 01201

RE: Front, Springfield & Depot Streets
Chicopee, Hampden County, MA



Dear Attorney Smithers:

This letter is meant to serve as an opinion of counsel with regards to several issues associated with the land located between Front, Depot and Springfield Streets, including but not limited to the Canal located in that area. I have conducted research at the Hampden County Registry of Deeds covering locus with your specific questions in mind. My conclusions are as follows:

1.) The Former Railroad Properties along Front Street: The Boston and Maine Corporation conveyed these parcels by virtue of deed dated July 28, 1994 and recorded as aforesaid in Book 8912, Page 60. These parcels are shown on Book of Plans 290, Page 95 (a copy of which is attached hereto as Exhibit "A"). The source reference for the Railroad as recited in the deed is merely a release of Dower and not an actual deed or taking. I have searched the records at the Hampden County Registry of Deeds and find no taking/deed for the fee interest for this property. I was unable to locate the layout plan after extensive research with a Registry employee who is in charge of the railroad layout plans. Therefore, it is my opinion that the Railroad owned merely an easement and not the fee interest (based upon Rowley v. Massachusetts Electric Company, 438 Mass. 798 (2003).)

Please note that I did find an agreement by and between the Springfield Canal Company, Dwight Manufacturing Company and the Connecticut River Railroad Company but the agreement was a conveyance of specific parcels adjacent to the existing tracks and were for the "Freight Station" near Ferry Street n/k/a Exchange Street and not the underlying original railroad track.

Continued

F. Sydney Smithers, Esquire
July 31, 2012
Page Two

2.) Properties to the North of the Former Railroad Properties: Assessors Map Parcels 0095-00009, 0095-00010 and 0095-00036 are owned by 200 Tillary, LLC (a NY LLC) being Parcel 11 in a deed of Jeffrey B. Sagalyn, et al, dated March 21, 2005 and recorded as aforesaid in Book 14891, Page 214 (a copy of which is attached hereto as Exhibit "B"). Assessors Map Parcel 0095-00036A is owned by William S. Wright, Successor Trustee of G. & W. Realty Trust, by deed of Industrial Buildings Corp. dated September 15, 1961 and recorded as aforesaid in Book 2833, Page 269 (a copy of which is attached hereto as Exhibit "C").

3.) Former Canal Property: The Springfield Canal Company was created by Statute in 1831. Shortly thereafter, the Company began to convey out land abutting the canal together with rights to draw water from said canal. The source deeds for all of the land researched in this area came from the Springfield Canal Company. Sometime around 1870, the Springfield Canal Company ceased existence and conveyed no further property or rights. Industrial Buildings Corporation conveyed the canal and rights therein to the Quinnehtuk Company by virtue of deed dated May 27, 1932 and recorded as aforesaid in Book 1498, Page 311 (a copy of which is attached hereto as Exhibit "D"). At that time Industrial Buildings Corporation owned all of the land on either side of the canal between Depot and Springfield Streets as shown on Book of Plans 12, Page 104 (a copy of which is attached hereto as Exhibit "E" – see the highlighted area showing what land was actually conveyed to the Quinnehtuk Company).

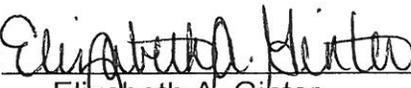
The Quinnehtuk Company then conveys this land to Western Massachusetts Electric Company by deed dated July 26, 1999 and recorded as aforesaid in Book 10861, Page 190. Western Massachusetts Electric Company conveys the land to Consolidated Edison Energy Massachusetts, Inc. (n/k/a NAEA Energy Massachusetts, LLC by virtue of name change recorded as aforesaid in Book 17302, Page 535) by deed dated July 21, 1999 and recorded as aforesaid in Book 10861, Page 202 (a copy of which is attached hereto as Exhibit "F"), who is still the current holder of the canal property.

4.) Mill Property Appurtenant Easements: Industrial Buildings Corporation reserved rights of way over: (a) the main line tracks of the Boston & Maine Railroad; (b) rights of way from Front Street to the strips of land southerly of the canal; (c) rights to and from Springfield Street, Front Street and Depot Street over the thirty foot strip of land northerly of the canal (presumably this is the railroad land); (d) rights to and from Springfield Street and to and from the remaining land of the grantor over a strip of land situated between the Chicopee River and land of the grantor situated between Springfield and Depot Streets; and rights in various bridges, pipes, platforms, and rights to draw water all in the deed to the Quinnehtuk Company recorded as aforesaid in Book 1498, Page 311. Therefore, when the Mill properties and the G & W Realty Trust land were conveyed, it would have included these appurtenant rights that still exist today.

F. Sydney Smithers, Esquire
July 31, 2012
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Therefore, it is my opinion that the abutters have rights in the canal and have rights of access as well. (Please note Item (p) in the above mentioned deed which is a covenant regarding use for water power accepted by the Quinnehtuk Company when it took title to the canal property). The deed recorded as aforesaid in Book 1498, Page 311 also recites water rights of the A.G. Spaulding Company and the Commonwealth of Massachusetts.

Ellis Title Company, Inc.

By: 
Elizabeth A. Ginter

/eag
File No. 12-463
Enclosures

RELEASE DEED

THE BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Forty-Three Thousand Eight Hundred Sixty-Six and no/100----- (\$43,866.00--) Dollars paid to it by JEFFREY B. SAGALYN and DANIEL S. BURACK, CO-PARTNERS, CABOTVILLE INDUSTRIAL PARK PARTNERSHIP, with a mailing address of Cabotville Industrial Park, 165 Front Street, Chicopee, Massachusetts 01013-----

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

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

This conveyance is 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 an exclusive, permanent right of way 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 (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

165 Front St., Chicopee

DEEDS REG. IN
HAMPDEN

08/10/99

B+MC

TAX 200.64
CHK 200.64

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EXCISE 122

deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

3. The Grantor excepts 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 of any description located in whole or in part within the Premises (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 man, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts 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 go upon the Premises and remove them 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 agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from 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 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 (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's costs of collection, including costs of collection, including ~~reasonable attorneys' fees and expenses.~~

8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby 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 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 the foregoing covenants.
10. ~~The Grantor excepts 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's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 28th day of July, 1994.

GRANTOR:
BOSTON AND MAINE CORPORATION

Karole [Signature]
Witness

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

GRANTEE:
CABOTVILLE INDUSTRIAL PARK
PARTNERSHIP

Genevieve P. Stanek
Witness

By: *[Signature]*
Jeffrey B. Sagalyn, Partner

Genevieve P. Stanek
Witness

By: *[Signature]*
Daniel S. Burack, Partner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 29, 1994

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

[Signature]
Notary Public
My Commission Expires:
November 25, 1997

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Aug 9, 1994

Then personally appeared Jeffrey B. Sagalyn & Daniel S. Burack the co-partners----- of Cabotville Industrial Park Partnership -----and acknowledged the foregoing release deed to be ~~his/their~~ free act and deed and the free act and deed of said ----- their Cabotville Industrial Park Partnership-----, before me.

[Signature]
Notary Public: Lynne Covoni
My Commission Expires: 2-15-96

EXHIBIT A

BOSTON AND MAINE CORPORATION
TO
JEFFREY B. SAGALYN AND DANIEL S. BURACK, CO-PARTNERS
CABOTVILLE INDUSTRIAL PARK PARTNERSHIP
CHICOPEE, HAMPDEN COUNTY, MASSACHUSETTS

A certain parcel of land situated in Chicopee, Hampden County, Massachusetts, being a portion of the land as shown on a plan entitled "Land in Chicopee, Mass., Boston and Maine Corporation to Cabotville Industrial Park Partnership", dated January, 1994 and prepared by Smith Associates Surveyors, Inc., recorded in Hampden County Registry of Deeds in Book of Plans 290 Page 95, said land conveyed herein being more particularly bounded and described as follows:

Beginning at a point located on the northerly side of Front Street at the intersection of said Front Street and the southeasterly side of Depot Street;

Thence N 04° 50' 49" W, a distance of 31.14 feet to a point;

Thence N 83° 53' 11" E, a distance of 436.28 feet to a point;

Thence continuing; N 84° 08' 51" E, a distance of 445.03 feet to a point;

Thence S 49° 44' 28" E, a distance of 10.51 feet to a point;

Thence S 73° 05' 54" E, a distance of 132.41 feet to a point;

Thence S 80° 00' 55" E, a distance of 18.67 feet to a point;

Thence S 77° 05' 26" E, a distance of 50.57 feet to a point;

Thence S 73° 03' 04" E, a distance of 73.55 feet to a point;

Thence S 67° 05' 25" E, a distance of 156.60 feet to a point;

Thence S 29° 31' 16" W, a distance of 4.13 feet to a point;

Thence S 60° 28' 44" E, a distance of 35.14 feet to a point;

Thence N 29° 31' 16" E, a distance of 3.60 feet to a point;

Thence S 56° 21' 13" E, a distance of 134.86 feet to a point;

- 2 -

Thence S 49° 46' 56" E, a distance of 63.42 feet to a point;

Thence S 47° 22' 52" E, a distance of 24.57 feet to a point;

Thence S 49° 54' 49" E, a distance of 225.08 feet to a point;

Thence turning and running S 41° 52' 11" W, a distance of 39.33 feet to a point;

Thence turning and running N 48° 59' 12" W, a distance of 313.94 feet to a point;

Thence on a curve having a radius of 672.00 feet, an arc length of 276.30 feet to a point;

Thence N 72° 32' 38" W, a distance of 170.39 feet to a point;

Thence on a curve having a radius of 727.00 feet, an arc length of 299.64 feet to a point;

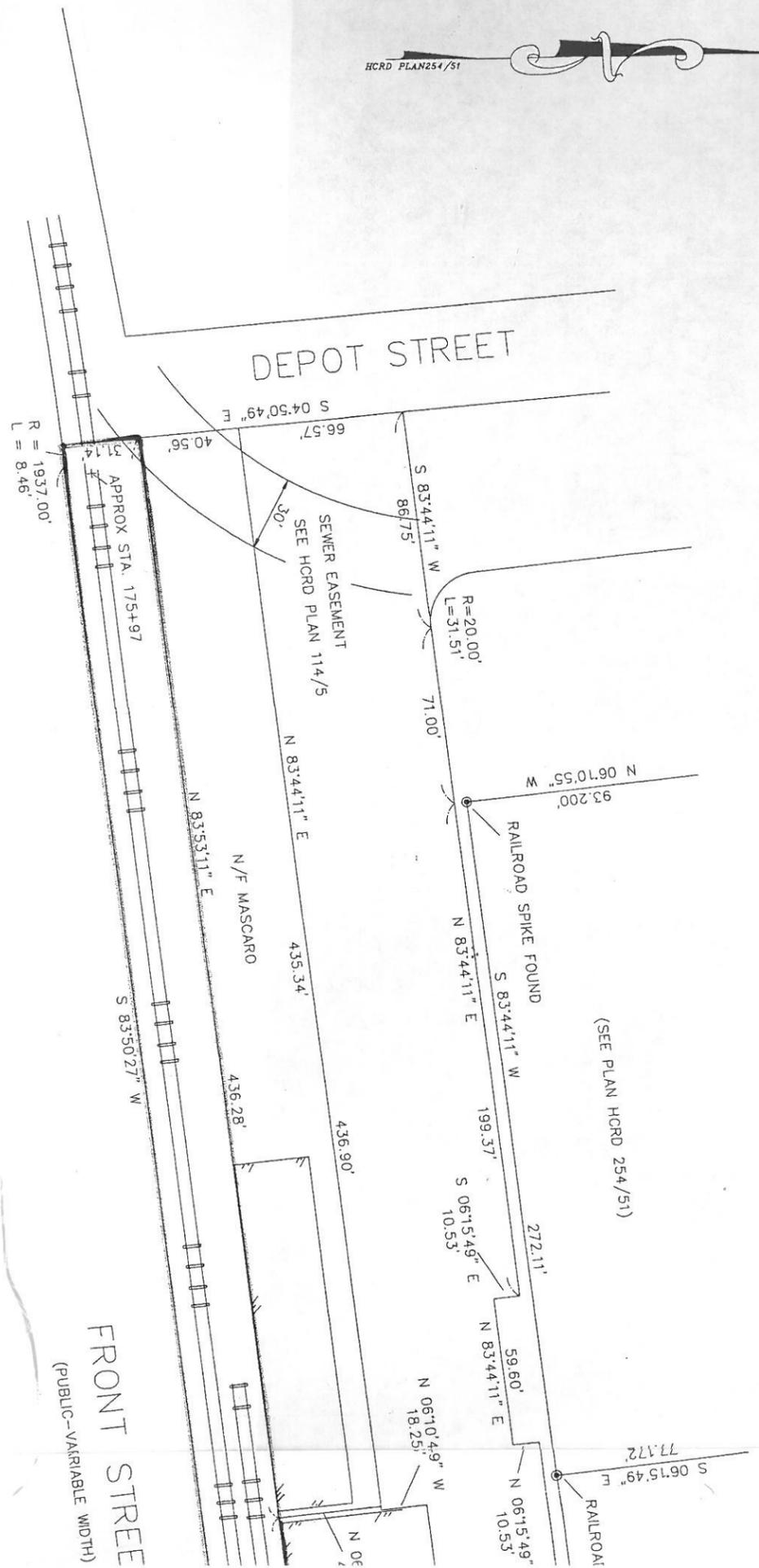
Thence S 83° 50' 27" W, a distance of 706.66 feet to a point;

Thence on a curve having a radius of 1937.00 feet, an arc length of 8.46 feet to the point of beginning.

Said parcel conveyed herein containing 58,488 square feet, more or less.

For title reference see Book 167, Page 30.

RECEIVED
AUG 10 1994
AT 1520 AND
REG'D FROM THE ORIGINAL



NOTE
 THE NORTHERLY LINE OF FRONT STREET FROM A POINT OPPOSITE THE WESTERLY LINE OF CABOT STREET HAS BEEN HELD AT A DISTANCE OF 8 FEET SOUTHERLY OF THE SOUTHERLY RAIL OF THE SPUR TRACK AS LOCATED AND DEPICTED HEREON.

AREA OF PARCEL TO BE CONVEYED IS 58,488 SF.

No determination has been made as to the availability of any lot shown on this plan. WE HAVE CONFORMED WITH THE RULES & REGULATIONS OF THE REGISTRY OF DEEDS IN PREPARING THIS PLAN.

D.W.B.

DANIEL W. O'BRIEN - SMITH ASSOCIATES SURVEYORS, INC.

52561

APPROVAL UNDER THE
 SUBDIVISION CONTROL
 LAW NOT REQUIRED
CHICOPEE
PLANNING BOARD

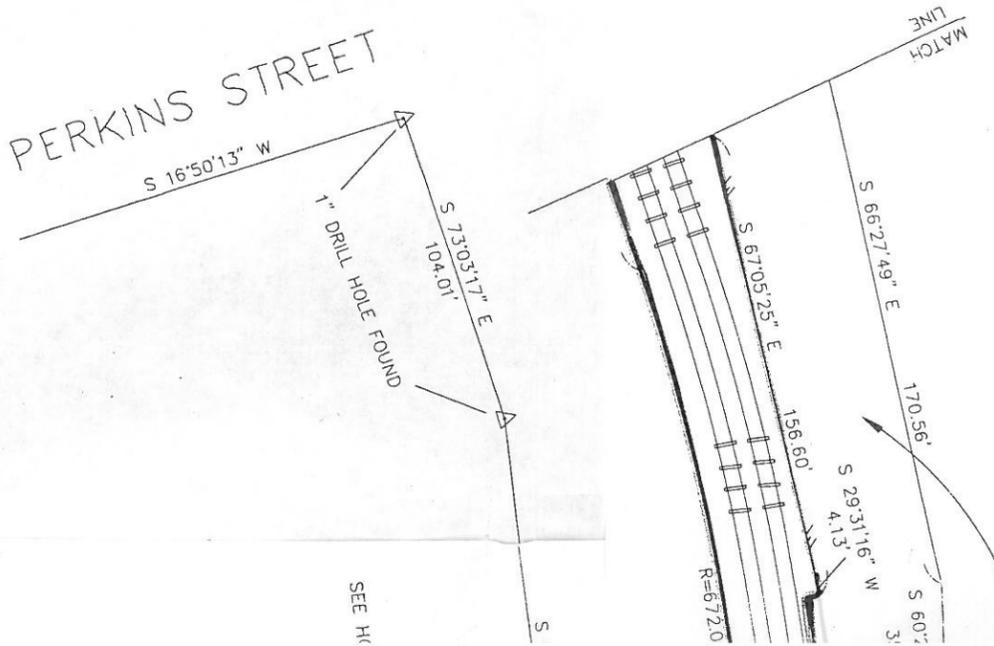
Catherine Pratt

Aug. 4, 1994
 DATE

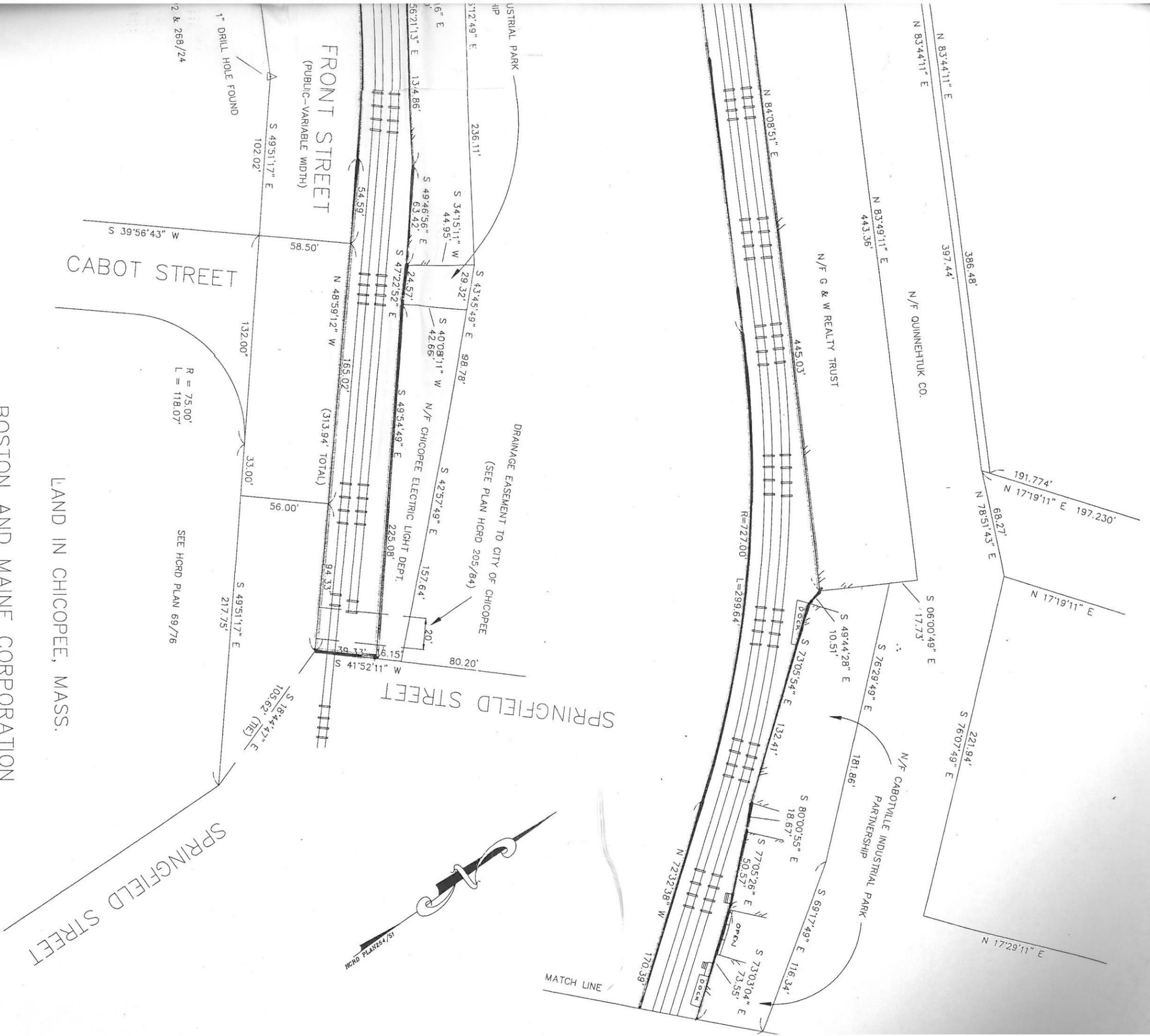


Massachusetts Registry of Deeds
 8-8 94 L 58
 290 95

PERKINS STREET



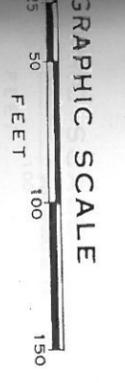
FRONT STREET
 (PUBLIC-VARIABLE WIDTH)



OWNER: CABOTVILLE INDUSTRIAL PARK PARTNERSHIP

BOSTON AND MAINE CORPORATION
TO

LAND IN CHICOPPEE, MASS.



SCALE: 40 FT./IN.
DATE: JAN. 1994
SMITH ASSOCIATES
SURVEYORS, INC.
165 SHAKER RD., EAST LONGMEADOW, MASS. 01028

QUITCLAIM DEED

JEFFREY B. SAGALYN and DANIEL S. BURACK, Co-Partners of Cabotville Industrial Park Partnership (Grantor), having a usual place of business in Chicopee, Hampden County, Massachusetts

IN CONSIDERATION of Two Million Nine Hundred Thirty-Seven Thousand & 00/100 (\$2,937,000.00) Dollars

GRANT to 200 Tillary, LLC, a New York State Limited Liability Company, having a business address of 54 Pearl Street, Brooklyn, New York, 11201

With QUITCLAIM COVENANTS

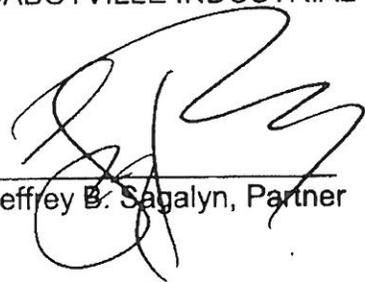
All his right, title and interest to the premises know as 165 Front Street and Exchange Street, Chicopee, Hampden County, Massachusetts, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

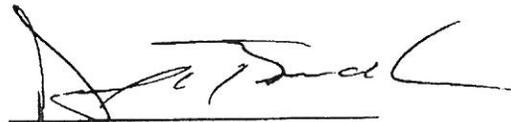
BEING the same premises conveyed to the Grantor herein by a deed from Industrial Buildings Corporation dated June 15, 1984 and recorded in the Hampden County Registry of Deeds, Book 5632, Page 564, by deed of The Quinnehtuk Company dated January 18, 1989 and recorded in Book 7076, Page 12, by deed of the Boston and Maine Corporation dated July 28, 1994 and recorded in Book 8912, Page 60. Excluding therefore such real estate and condominium units referred to in Exhibit "A".

Property Address: 165 Front Street, Exchange Street, Chicopee, Massachusetts, 01013

Signed and sealed this 21st day of March, 2005.

CABOTVILLE INDUSTRIAL PARK PARTNERSHIP


Jeffrey B. Sagalyn, Partner

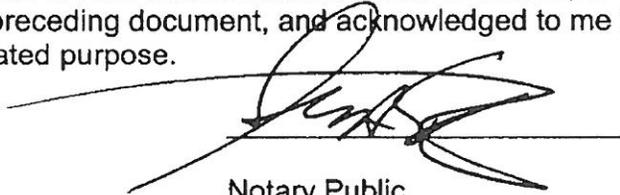

Daniel S. Burack, Partner

SPRINGFIELD
DEEDS REG12
HAMPDEN
03/22/05 12:26PM 01
000000 #9309
FEE \$13392.72
CASH \$13392.72

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 21st day of March, 2005, before me, the undersigned Notary Public, personally appeared Jeffrey B. Sagalyn and Daniel S. Burack, proved to me through satisfactory evidence of identification, which was a valid Massachusetts Driver's License, to be the persons whose name is signed on the preceding document, and acknowledged to me that they signed it freely and voluntarily for its stated purpose.



Notary Public
My Commission Expires:

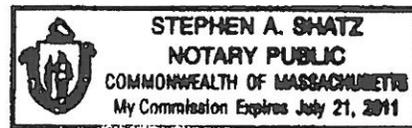


EXHIBIT A

Legal Description of Land

The land in Chicopee, Hampden County, Massachusetts, bounded and described in eleven (11) parcels as follows:

FIRST PARCEL: Beginning at a point in the westerly line of Springfield Street distant Northerly ninety-six and 35/100 (96.35) feet – measured along said westerly line of Springfield Street – from the point of intersection of said westerly line of Springfield Street and the northerly line of Front Street, said point being also seventy and 20/100 (70.20) feet Northerly from the northwesterly corner of the new bridge pier at the southerly side of the Canal wall, and running thence

- WESTERLY in a line making an exterior angle of 94° 16' with said westerly line of Springfield Street, two hundred four and 51/100 (204.51) feet to a point; thence
- NORTHERLY making an interior angle with the last described course of 96° 15', one hundred sixty and 76/100 (160.76) feet to a point; thence
- EASTERLY making an interior angle with the last described course of 95° 33', twenty-seven and 02/100 (27.02) feet to a point; thence
- NORTHERLY at right angles with said last described line, thirteen and 70/100 (13.70) feet to a point; thence
- EASTERLY at right angles with said last described course, forty-four and 70/100 (44.70) feet to a point; thence
- SOUTHERLY at right angles to said last described course, thirteen and 70 (13.70) feet to a point; thence
- EASTERLY at right angles with said last described line, one hundred twenty-four and 13/100 (124.13) feet to said Springfield Street; thence
- SOUTHERLY on said Springfield Street, one hundred sixty-two and 74/100 (162.74) feet ; thence
- WESTERLY on said Springfield Street one (1) foot; thence
- SOUTHERLY on said Springfield Street, thirty-nine and 89/100 (39.89) feet to the point of beginning.

Said parcel of land is bounded on all sides, except on said Springfield Street, by land convey to the Quinnehtuk Company by deed dated May 27, 1932 and recorded in the Hampden County Registry of Deeds in Book 1498, Page 311.

SECOND PARCEL: Beginning at a point five (5) feet Northerly of the northerly wall of No. 1 mill, so-called, said point being distant ninety-five and 47/100 (95.47) feet Westerly from the point of reference No. 2 referred to in a deed to The Quinnehtuk Company, dated May 27, 1932 and recorded in the Hampden County Registry of Deeds in Book 1498, Page 311, and is in the portion westerly of the twenty-seven and 02/100 (27.02) foot course mentioned in said deed terminating at the point of reference No. 2 above mentioned, and running thence

- SOUTHERLY** by a course making an interior angle of $97^{\circ} 58'$ with the portion of said twenty-seven and 02/100 (27.02) course, one hundred fifteen and 73/100 (115.73) feet to the inside face of the southerly basement wall of No. 1 mill; thence
- EASTERLY** along said inside fact of said wall, four and 46/100 (4.46) feet to a point in line with the easterly face of the easterly wall of the tower of No. 1 mill produced northerly to the inside wall of said No. 1 mill, making an exterior angle of $97^{\circ} 56'$ with the last course; thence
- SOUTHERLY** along said easterly face of said tower wall, making an interior angle with the last course of $90^{\circ} 01'$, thirty-seven and 34/100 (37.34) feet to a point; thence
- WESTERLY** making an interior angle of $89^{\circ} 49'$ with the last course, in a line parallel to and distant thirty (30) feet northerly from the northerly wall of the canal, two hundred thirty-seven and 29/100 ((237.29) feet; thence
- WESTERLY** making an exterior angle with the last course of $168^{\circ} 27'$ in a line parallel to and distant thirty (30) feet northerly from the northerly wall of said canal, one hundred ninety-five and 13/100 (195.13) feet to a point distant one hundred (100) feet easterly from the one hundred twenty-three and 33/100 (123.33) foot course, in the Third Parcel described herein; thence
- NORTHERLY** making an interior angle with the course of $95^{\circ} 30'$ in a line one hundred (100) feet distant from and parallel to the said one hundred twenty-three and 33/100 (123.33) foot course, seventy-eight and 36/100 (78.36) feet to the northerly face of the northerly wall of No. 2 mill; thence
- EASTERLY** making an interior angle with the last course of $90^{\circ} 01'$ along the northerly wall of No. 2 mill, thirty-three and 74/100 (33.74) feet; thence

- NORTHERLY** making an exterior angle with the last course of $90^{\circ} 06'$, one hundred three and $62/100$ (103.62) feet thence
- EASTERLY** making an interior angle with the last course of $90^{\circ} 04'$ in a line parallel to and distant five (5) feet northerly from the northerly wall of the boiler house, one hundred forty and $8/10$ (140.8) feet; thence
- EASTERLY** making an interior angle with the last course of $163^{\circ} 06'$ in a line parallel to and distant forty (40) feet northerly from the main northerly wall of No. 1 mill, two hundred seventeen and $36/100$ (217.36) feet; thence
- SOUTHERLY** at right angles with the last course, thirty-five (35) feet to a point distant five (5) feet northerly from the northerly wall of said No. 1 mill; thence
- EASTERLY** at right angles with the last course, in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, seventy-six and $91/100$ (76.91) feet to a point of beginning; the last course being a production of said twenty-seven and $02/100$ (27.02) foot course.

Said parcel of land is bounded on all sides by land conveyed to The Quinnehtuk Company by said deed above referred to, is shown on the plan referred to in said deed to The Quinnehtuk Company, is marked thereon "Reserved by Industrial Buildings Corp. – Boiler House – Bldg. No. 2, Bldg. No. 1," and is the Second parcel excepted and reserved in said deed to The Quinnehtuk Company.

THIRD PARCEL: Beginning at a point sixty and $31/100$ (60.31) feet Easterly from the point of reference No. 1 referred to in a deed to the Quinnehtuk Company, dated May 27, 1932 and recorded in the Hampden County Registry of Deeds in Book 1498, Page 311, said distance being measured in a line which is a production easterly of the course bearing westerly from said point of reference No. 1, with a distance of fifty-one and $71/100$ (51.71) feet and running thence

- EASTERLY** in a line parallel to and distant five (5) feet Northerly from the northerly wall of the former repair shop, one hundred twenty-three and $33/100$ (123.33) feet; thence
- SOUTHERLY** at right angles with the last course, in a line parallel to and distant five (5) feet easterly from the easterly wall of said repair shop, forty-six and $21/100$ (46.21) feet to a point five (5) feet northerly of the northerly wall of No. 3 mill; thence
- EASTERLY** making an exterior angle with the last course of $95^{\circ} 49'$ in a line parallel to the northerly wall of said No. 3 mill and five (5) feet distant therefrom, ninety-four and $56/100$ (94.56) feet to a point in line with an easterly wall of said No. 3 mill; thence

- SOUTHERLY** making an interior angle with the last course of $90^{\circ} 01'$ along the easterly wall of said No. 3 mill and an extension thereof, one hundred twenty-three and $33/100$ (123.33) feet – to a point distant five (5) feet southerly from the southerly wall of said No. 3 mill; thence
- WESTERLY** making an interior angle with the last course of $93^{\circ} 37'$, two hundred twenty-one and $94/100$ (221.94) feet to a point which is sixty (60) feet distant easterly from the course in the Fourth Parcel described herein which has a distance of one hundred ninety-seven and $23/100$ (197.23) ; thence
- NORTHERLY** making an interior angle with the last course of $86^{\circ} 33'$ in a line parallel to the above mentioned one hundred ninety-seven and $23/100$ (197.23) foot course, one hundred seventy and $62/100$ (170.62) feet to the point of beginning; the last course making an interior angle with the first course of $95^{\circ} 38'$.

Said parcel of land is bounded on all sides by land conveyed to The Quinnehtuk Company by said deed above referred to, is shown on the plan referred to in said deed to The Quinnehtuk Company, is marked thereon "Reserved by Industrial Buildings Corp. Bldg. No. 3 – Repair Shop" and is the First Parcel excepted and reserved in said deed to The Quinnehtuk Company.

FOURTH PARCEL: Beginning at a point in the easterly line of Depot Street distant Northwesterly, two hundred fifty-two (252) feet – measured along said easterly line of Depot Street – from the point of intersection of said easterly line of Depot Street and the northerly line of Front Street, and running thence

- NORTHERLY** on said Depot Street, eighty-three and $75/100$ (83.75) feet to land of the Boston & Maine Railroad; thence
- NORTHEASTERLY** making an interior angle of $129^{\circ} 04'$ with the last described course and on said land of the Boston & Maine Railroad, five hundred twelve and $24/100$ (512.24) feet; thence
- EASTERLY** making an interior angle of $103^{\circ} 41'$ with the last described course, five hundred fifty-three and $93/100$ (553.93) feet to a point; thence
- EASTERLY** making an exterior angle of $159^{\circ} 17'$ with the last described course, fifty-one and $71/100$ (51.71) feet to a point; thence
- SOUTHERLY** making an interior angle of $84^{\circ} 22'$ with the last described course, one hundred ninety-seven and $23/100$ (197.23) feet to a point; thence
- SOUTHWESTERLY** making an interior angle of $113^{\circ} 35'$ with the last described course, three hundred ninety-seven and $44/100$ (397.44) feet to a point; thence

SOUTHEASTERLY making an exterior angle of 90° with the last described course, ten and 53/100 (10.53) feet to a point; thence

SOUTHWESTERLY making an interior angle of 90° with the last described course, fifty-nine and 60/100 (59.60) feet to a point; thence

NORTHWESTERLY making an interior angle of 90° with the last described course, then and 53/100 (10.53) feet to a point; thence

SOUTHWESTERLY making an exterior angle of 90° with the last described course, two hundred seventy and 37/100 (270.37) feet to a point; thence

NORTHWESTERLY by a curve to the right with a radius of twenty (20) feet, thirty-one and 51/100 (31.51) feet to a point; thence

NORTHWESTERLY one hundred twenty-four and 23/100 (124.23) feet to a point; thence

WESTERLY making an exterior angle of 90° 42' with the last described course, sixty-three and 88/100 (63.88) feet to the point of beginning; the last course making an exterior angle with the first course of 90° 27'.

The last eleven courses of said Parcel of land bound on land conveyed to The Quinnehtuk Company by deed dated May 27, 1932, and recorded in the Hampden County Registry of Deeds in Book 1498, Page 331, and said parcel of land is shown on said plan above referred to and is marked thereon "Reserved by Industrial Buildings Corp." and "Springfield Gas Light Co."

EXCEPTING therefrom so much of the same as was conveyed by Industrial Buildings Corporation to John R. Lyman Company by deed dated December 5, 1945 and recorded as aforesaid in Book 1809, Page 581, and to William Goldberg et al, Trustees, by deed dated September 25, 1959 and recorded as aforesaid in Book 2704, Page 448.

THERE IS EXCEPTED from the premises herein conveyed that portion taken by the Commonwealth of Massachusetts for highway purposes by instrument dated March 29, 1978 as recorded in Book 4574, Page 145. See Also, instrument dated November 22, 1978, as recorded in Book 4696, Page 225, and an instrument dated April 24, 1980, as recorded in Book 4932, Page 279.

PARCEL FIFTH: Beginning at a point in the westerly line of Springfield Street in the south fact of the river wall; thence

SOUTHERLY along said westerly line of Springfield Street to a drill hole about one and 53/100 (1.53) feet Southerly of said river wall at an angle in said street; thence

- SOUTHERLY** and continuing along said westerly line of Springfield Street making an exterior angle of $171^{\circ} 59' 30''$ with the last course, eighteen and $46/100$ (18.46) feet to a point distant five (5) feet northerly from the line of the northerly wall of No. 1 mill, so-called, extended easterly; thence
- WESTERLY** making an interior angle with the last course of $89^{\circ} 58'$ in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, one hundred twenty-four and $13/100$ (124.13) feet; thence
- NORTHERLY** at right angles with the last course, thirteen and $7/10$ (13.7) feet; thence
- WESTERLY** at right angles with the last course, forty-four and $7/10$ (44.7) feet; thence
- SOUTHERLY** at right angles with the last course, thirteen and $7/10$ (13.7) feet; thence
- WESTERLY** at right angles with the last course in a line parallel to and five (5) feet northerly from the northerly wall of said No. 1 mill, twenty-seven and $02/100$ (27.02) feet to a concrete bound; thence continuing in the same course thirty-eight and $78/100$ (38.78) feet to an iron rod; thence
- NORTHERLY** at right angles with the last course, sixty-one and $63/100$ (61.63) feet to an iron rod; thence
- NORTHWESTERLY** making an interior angle with the last course of $230^{\circ} 39'$, sixty-two and $26/100$ (62.26) feet to an iron rod; thence slightly more
- WESTERLY** making an interior angle with the last course of $199^{\circ} 35'$, eighty-six and $95/100$ (86.95) feet to an iron rod; thence still more
- WESTERLY** making an interior angle with the last course of $195^{\circ} 27'$, seventy-nine and $83/100$ (79.83) feet to an iron rod, thence
- WESTERLY** making an interior angle with the last course of $192^{\circ} 49'$, one hundred six and $67/100$ (106.67) feet to an iron rod in concrete walk; thence
- NORTHWESTERLY** making an interior angle with the last course of $156^{\circ} 50'$, seventy-nine and $38/100$ (79.38) feet to an iron rod; thence
- WESTERLY** making an interior angle with the last course of $211^{\circ} 25'$, sixty-two and $82/100$ (62.82) feet to an iron rod; thence
- NORTHWESTERLY** making an interior angle with the last course of $148^{\circ} 36'$, thirty-five and $92/100$ (35.92) feet to an iron rod; thence

NORTHEASTERLY making an interior angle with the last course of $65^{\circ} 24'$, fifty-one and $38/100$ (51.38) feet to the wouth face of the river wall; thence

SOUTHEASTERLY making an interior angle with the last course of $125^{\circ} 54' 40''$ by said south face three hundred twenty-six and $20/100$ (326.20) feet to an angle in said south face; thence slightly more

SOUTHERLY making an interior angle of $162^{\circ} 11' 20''$ with the last course by said south face one hundred eighty-seven and $84/100$ (187.84) feet to another angle in said south face; thence slightly more

SOUTHERLY making an interior angle with the last course of $170^{\circ} 46'$ by said south face ninety and $27/100$ (90.27) feet to another angle in said south face; thence slightly more

EASTERLY making an interior angle with the last course of $199^{\circ} 38'$ by said south face eighty-eight and $71/100$ (88.71) feet to an angle in said south face; thence slightly more

EASTERLY making an interior angle of $183^{\circ} 43'$ with the last course by said south face twenty-three and $33/100$ (23.33) feet to the point of beginning; or however otherwise said premises are bounded and described.

Said parcel of land is shown on a plan entitled "Land near Dike, Chicopee" recorded in the Hampden County Registry of Deeds in Book of Plans 22, Page 105.

SIXTH PARCEL Beginning at a stone bound located at the southwesterly corner of other land now or formerly of the Grantor herein, said stone bound being located on the northerly side of a right-of-way and approximately two hundred five (205) feet westerly of the westerly side of Springfield Street; thence running

NORTHEASTERLY along other land of the Grantor herein, one hundred sixty and $76/100$ (160.76) feet to a stone bound; thence running

NORTHWESTERLY making an interior angle of $84^{\circ} 27'$ with the last described course, thirty-eight and $78/100$ (38.78) feet to a point; thence running

NORTHEASTERLY making an exterior angle of 90° with the last described course, sixty-one and $63/100$ (61.63) feet to an iron pin; thence running

NORTHWESTERLY making an exterior angle of $230^{\circ} 39'$, sixty-two and $26/100$ (62.26) feet to an iron pin; thence running

NORTHWESTERLY making an exterior angle of $199^{\circ} 35'$, eighty-six and $95/100$ (86.95) feet to an iron pin; thence running

NORTHWESTERLY making an exterior angle of $195^{\circ} 27'$, seventy-nine and $83/100$ (79.83) feet to an iron pin; thence running

NORTHWESTERLY making an exterior angle of $192^{\circ} 49'$ with the last described course, one hundred six and $67/100$ (106.67) feet to a point; thence running

NORTHWESTERLY making an exterior angle with the last described course of $156^{\circ} 50'$, seventy-nine and $38/100$ (79.38) feet to an iron pin; thence running

SOUTHWESTERLY making an exterior angle with the last described course of $211^{\circ} 25'$, sixty-two and $82/100$ (62.82) feet to an iron pin; thence running

NORTHWESTERLY making an exterior angle with the last described course of $148^{\circ} 36'$, thirty-five and $92/100$ (35.92) feet to an iron pin in the southeasterly face of a dike wall; thence running

SOUTHWESTERLY along the southeasterly face of a dike wall forty (40) feet more or less to an angle in the dike wall; thence running Southerly, Easterly, Southerly, Westerly, Southerly and Westerly along land of the City of Chicopee to the dike wall; thence running

SOUTHERLY along the dike wall to an angle in the dike wall at other land now or formerly of The Quinnehtuk Company; thence running

NORTHEASTERLY long an extension of the line of the dike wall along other land now or formerly of The Quinnehtuk Company twenty-five and $54/100$ (25.54) feet to an iron pin; thence running

SOUTHERLY along other land now or formerly of The Quinnehtuk Company and making an exterior angle with the last described course of $90^{\circ} 42'$ twenty-one and $07/100$ (21.07) feet to other land now or formerly of the Grantor herein; thence running

NORTHEASTERLY along other land now or formerly of the Grantor herein making an interior angle with the last described course of $89^{\circ} 56'$, one hundred forty and $80/100$ (140.80) feet to a stone bound; thence running

SOUTHEASTERLY along other land now or formerly of the Grantor herein two hundred seventeen and $36/100$ (217.36) feet to a stone bound; thence running

SOUTHWESTERLY along other land now or formerly of the Grantor herein thirty-five (35) feet to a stone bound; thence running

SOUTHEASTERLY and making an interior angle with the last described course of 90° and long other land now or formerly of the Grantor herein seventy-six and 91/100 (76.91) feet to an iron pin; thence running

SOUTHERLY making an exterior angle with the last described course 97° 58' one hundred fifteen and 73/100 (115.73) feet to a point; thence running

SOUTHEASTERLY making an interior angle with the last described course of 97° 56' four and 46/100 (4.46) feet to a point; thence running

SOUTHWESTERLY making an exterior angle with the last described course of 90° 01' thirty-seven and 34/100 (37.34) feet to a stone on the northerly side of a right-of-way, being other land nor or formerly of The Quinnehtuk Company, thence running

SOUTHEASTERLY along the northerly side of a right-of-way sixty (60) feet more or less to the stone bound at the point of beginning.

Containing one and 5/10 (1.5) acres more or less.

Said Sixth Parcel being the same premises conveyed to Industrial Buildings Corporation by deed of The Quinnehtuk Company dated November 2, 1964 and recorded in the Hampden County Registry of Deeds in Book 3072, Page 293 and subject to the rights reserved therein.

Parcels First through Sixth herein being a portion of land and buildings conveyed to the Grantor herein by deed of Industrial Buildings Corporation dated June 15, 1984 and recorded in the Hampden County Registry of Deeds in Book 5632, Page 564.

TOGETHER with the benefit of and SUBJECT to the burdens of the rights, easements, privileges, covenants, agreements, conditions and reservations as set forth or referred to in said deed from Industrial Buildings Corporation to The Quinnehtuk Company dated May 27, 1932 and recorded in Book 1498, Page 331 referred to under the section entitled "(6) Rights of Way, Easements, etc." , as modified by a certain instrument executed by the said Industrial Buildings Corporation and said The Quinnehtuk Company dated December 10, 1943 and recorded as aforesaid in Book 1783, Page 584.

TOGETHER also with the benefit of and SUBJECT to the burdens of the rights, easements, privileges, covenants, agreements, conditions and reservations as set forth or referred to in said instrument executed by Industrial Buildings Corporation and said The Quinnehtuk Company dated December 10, 1943 and recorded as aforesaid in Book 1783, Page 584.

TOGETHER also with the benefit of the rights reserved in a certain deed from Industrial Buildings Corporation to the City of Chicopee dated October 14, 1931 and recorded in said Registry of Deeds in Book 1492, Page 405, if and so far as applicable.

SUBJECT also to the rights and easements granted for flood control purposes by Industrial Buildings Corporation to the City of Chicopee by deed dated October 16, 1940 and recorded as aforesaid in Book 1704, Page 448.

SUBJECT also to easements for power lines to Western Massachusetts Electric Company by instruments dated January 19, 1962 and recorded in said Registry of Deeds in Book 2864, Page 10 and February 19, 1962 recorded as aforesaid in Book 2864, Page 14.

SUBJECT also to easement rights for an interceptor sewer to the City of Chicopee under instrument dated May 13, 1968, recorded as aforesaid in Book 3349, Page 501.

SUBJECT to easements and rights of way to Depot, Front and Springfield Streets and the right to build bridges over the canal all as set forth in a deed to William Goldberg and E.M. Shepard Wright, Trustees of the G & W Realty Trust dated September 15, 1961 and recorded as aforesaid in Book 2833, Page 269.

SUBJECT to and with the benefits of the rights, including water power and flowage rights, easements and restrictions as set forth in a deed to Dwight Manufacturing Company to Industrial Buildings Corporation dated March 24, 1931 and recorded as aforesaid in Book 1476, Page 564.

SUBJECT to the rights of The Quinnehtuk Company under instrument dated May 27, 1932 and recorded as aforesaid in Book 1498, Page 311.

SUBJECT to an easement for a water main granted by Industrial Buildings Corporation to the City of Chicopee dated June 20, 1972 and recorded as aforesaid in Book 3733, Page 402.

SUBJECT to a Pipeline Easement granted to John R. Lyman Co., Inc. by instrument dated October 25, 1988 and recorded as aforesaid in Book 7009, Page 195.

SUBJECT to an easement from the Grantor herein to Western Massachusetts Electric Company dated January 31, 1989 and recorded in Book 7090, Page 595.

EXCEPTING therefrom that portion of real estate conveyed to John R. Lyman Co., Inc. by deed of the Grantor dated January 22, 1988 and recorded in Hampden County Registry of Deeds, Book 6749, Page 595.

SEVENTH PARCEL: That certain parcel of land in the City of Chicopee, County of Hampden, identified as "11,039 S.F. to become an integral part of Cabotville Industrial Park Partnership (The Quinnehtuk Company)" as shown on a plan of land entitled "plan of Land, Front and Depot Streets, Chicopee, Mass. For Jeffrey B. Sagalyn & Daniel S. Burack, Co-Partners, Cabotville Industrial Park Partnership", dated December, 1988 and recorded in the Hampden County Registry of Deeds in Plan Book 262, Page 120, and being more particularly described as follows:

Beginning at a point 221.94 feet NORTH 76° 07' 49" WEST from the Southeast corner of that parcel containing "Existing Building No. 3, Jeffrey B. Sagalyn & Daniel S. Burack, Co-Partners, Cabotville Industrial Park Partnership", as shown on said plan, and thence running

- SOUTH 78° 51' 43" WEST a distance of 68.27 feet; thence
- NORTH 17° 19' 11" EAST a distance of 197.23 feet; thence
- SOUTH 78° 18' 49" EAST a distance of 60.31 feet; thence
- SOUTH 17° 19' 11" WEST a distance of 170.62 feet to the place of beginning.

Containing 11,039 square feet according to said plan.

RESERVING for The Quinnehtuk Company, its successors and assigns forever, the permanent right and permanent easement to enter upon, travel and transport personnel, materials and equipment over the across the Property to the extent reasonably necessary for access to and from other property now or hereafter owned by The Quinnehtuk Company.

Parcel Seventh herein being the same premises conveyed to the Grantor herein by deed of The Quinnehtuk Company dated January 18, 1989 and recorded in the Hampden County Registry of Deeds, Book 7076, Page 12.

PARCELS FIRST THROUGH SEVENTH herein are conveyed subject to the terms and conditions of the Cabotville Industrial Park Condominium Master Deed dated January 17, 1989 and recorded in the Hampden County Registry of Deeds, Book 7076, Page 15, and subject to the terms and conditions of the Cabotville Industrial Park Condominium Association Trust dated January 17, 1989 and recorded as aforesaid in Book 7076, Page 62.

MEANING AND INTENDING TO CONVEY the real estate described in Parcels First through Seventh herein, including all right, title and interest to the following units and undivided percentage interests in the common elements of the Cabotville Industrial Park Condominium:

<u>Unit</u>	<u>% Interest in Common Elements</u>
Unit Building I-BE	5.470%
Unit Building I-BW	5.469%
Unit Building I-1E	5.195%
Unit Building I-1W	5.195%
Unit Building 2-E	4.921%

Unit Building 2-W	4.921%
Unit Building 5-E	4.101%
Unit Building 5-W	4.101%
Unit Building II-B	2.189%
Unit Building II-1	4.329%
Unit Building II-2	4.101%
Unit Building II-3	3.873%
Unit Building II-4	3.645%
Unit Building II-5	3.419%
Unit Building III-B	2.916%
Unit Building III-1	3.119%
Unit Building III-2	2.952%
Unit Building III-3	2.789%
Unit Building III-4	2.625%
Unit Building III-5	2.461%
Unit Building B	0.360%

EXCEPTING herefrom the above described Parcels First through Seventh, those condominium units to James R. Peter, Sr., et al, by Unit Deed dated January 19, 1989 and recorded in the Hampden County Registry of Deeds, Book 7077, Page 24 and those condominium units conveyed to Wright Realty, Inc. by Unit Deed dated January 30, 1989 and recorded as aforesaid in Book 7085, Page 329.

EIGHTH PARCEL: Any and all other land owned by the Grantor herein of record or otherwise lying Northerly of the southerly line of Front Street, Southerly of the Chicopee River, Easterly of said Depot Street and land of the Boston & Maine Railroad, and Westerly of Springfield Street.

THERE IS EXCEPTED from the premises herein conveyed that portion taken by the City of Chicopee described in instrument recorded on March 12, 1957 in Book 2531, Page 45.

SUBJECT to easements and rights of way in favor of the City of Chicopee described in instrument recorded on March 12, 1957 in Book 2531, Page 45.

NINTH PARCEL . The land in said Chicopee, being known and designated as Lots #14, 15, 16, 17, 18, 19 and 22 as shown on a Plan of Separate Parcels belonging to Walnut Realty Trust, dated June, 1927, Cobb, Beesley & Miles, Engineers, which Plan is recorded in Hampden County Registry of Deeds, Book of Plans 5, Page 20.

For title to Lots 14, 15, 16, 18, 19 and 22, see the deed of Chicofield Realty Corporation, dated September 20, 1955, as recorded in Book 2417, Page 435.

For title to part of Lot 17, see the deed of Phillas Tetrault, et ux, dated January 26, 1956, as recorded in Book 2446, Page 426.

For title to the remaining smaller part of Lot 17, see the deed of Dora Sagalyn, et al, dated February 16, 1956, as recorded in Book 2449, Page 402 and 403.

TENTH PARCEL: The land in Chicopee know as Parcel H on a plan dated "June 1927", by Cobb, Beesley and Miles, Engineers, as recorded in Book of Plans Z, Page 16, Bounded and described as follows:

Beginning at a point on the Northerly line of Exchange Street, said point being the Southwesterly corner of land of Warren & Irrgang Company; thence running Westerly along said Northerly line of Exchange Street 57.88 feet to the Southeasterly corner of land of one Jamroz; thence Northerly along said land of Jamroz 32.48 feet to the Northeasterly corner of said land of Jamroz; thence Westerly along the Northerly line of said land of Jamroz 80.22 feet to the Northwesterly corner of said land of Jamroz; thence Southerly along the Westerly line of said land of Jamroz; 53.14 feet to said Northerly line of Exchange Street about 128 feet more or less to a point distant one rod Easterly from the Connecticut River or Raceway; thence Northeasterly parallel with said Connecticut River or Raceway and one rod distant therefrom to a point, which point is in the first describe line of "Parcel G" as above described; thence Easterly along the Southerly line of said "Parcel G" 143 feet more or less to the Northwesterly corner of said land of Warren & Irrgang Company; thence Southerly along the Westerly line of said land of Warren & Irrgang Company 46 feet to an angle in said Westerly line; thence continuing Southerly along said Westerly line of said land of Warren & Irrgang Company 55.50 feet to an angle in said Westerly line; thence continuing Southerly along said Westerly line of said land of Warren & Irrgang Company 39.67 feet to the point of beginning. The last described line is parallel to and 9.25 feet Easterly from the Easterly foundation of a certain tenement owned by the Grantor herein.

Excluding from said premises the portion thereof conveyed by Chicofield Realty Corporation to Sophie N. Twonek by deed dated July 19, 1951, as recorded in Book 2125, Page 103.

Said Tenth parcel being the premises conveyed by the deed of Lillian S. Burack, et als, dated January 30, 1964, as recorded in Book 3007, Page 586.

PARCEL ELEVENTH: A certain parcel of land situated in Chicopee, Hampden County, Massachusetts, being a portion of the land as shown on a plan entitled "Land in Chicopee, Mass., Boston and Maine Corporation to Cabotville Industrial Park Partnership", dated January, 1994 and prepared by Smith Associates Surveyors, Inc., recorded in Hampden County Registry of Deeds in Book of Plans 290, Page 95, said land conveyed herein being more particularly bounded and described as follows:

Beginning at a point located on the northerly side of Front Street at the intersection of said Front Street and the southeasterly side of Depot Street;

- Thence N 04° 50' 49" W, a distance of 31.14 feet to a point;**
- Thence N 83° 53' 11" E, a distance of 436.28 feet to a point;**
- Thence continuing N 84° 08' 51" E, a distance of 445.03 feet to a point;**
- Thence S 49° 44' 28" E, a distance of 10.51 feet to a point;**
- Thence S 73° 05' 54" E, a distance of 132.41 feet to a point;**
- Thence S 80° 00' 55" E, a distance of 18.67 feet to a point;**
- Thence S 77° 05' 26" E, a distance of 50.57 feet to a point;**
- Thence S 73° 03' 34" E, a distance of 73.55 feet to a point;**
- Thence S 67° 05' 25" E, a distance of 156.60 feet to a point;**
- Thence S 29° 31' 16" W, a distance of 4.13 feet to a point;**
- Thence S 60° 28' 44" E, a distance of 35.14 feet to a point;**
- Thence S 29° 31' 16" E, a distance of 3.60 feet to a point;**
- Thence S 56° 21' 13" E, a distance of 134.86 feet to a point;**
- Thence S 49° 46' 56" E, a distance of 63.42 feet to a point;**
- Thence S 47° 22' 52" E, a distance of 24.57 feet to a point;**
- Thence S 49° 54' 49" E, a distance of 225.08 feet to a point;**
- Thence turning and running S 41° 52' 11" W, a distance of 39.33 feet to a point;**
- Thence turning and running N 48° 59' 12" W, a distance of 313.94 feet to a point;**
- Thence on a curve having a radius of 672.00 feet, an arc length of 276.30 feet to a point;**
- Thence N 72° 32' 38" W, a distance of 170.39 feet to a point;**

Thence on a curve having a radius of 727.00 feet, an arc length of 299.64 feet to a point;
Thence S 83° 50' 27" W, a distance of 706.66 feet to a point;
Thence on a curve having a radius of 1937.00 feet, an arc length of 8.46 feet to the point of beginning.

Said parcel conveyed herein containing 58,488 square feet, more or less.

For title reference see Book 167, Page 30.

SUBJECT TO those reservations, conditions, covenants and agreements expressed in a certain Release Deed from The Boston and Maine Corporation dated July 28, 1994 and recorded in the Hampden County Registry of Deeds, Book 8912, Page 60.

ASSIGNING HEREWITH to the grantee the "Leases", so called, assigned to the Grantor by Assignment from The Boston and Main Corporation dated July 28, 1994 and recorded in the Hampden County Registry of Deeds, Book 8935, Page 98.

EXCEPTING HEREFROM that portion of Parcel Eleventh conveyed by the Grantor to William S. Wright, Trustee of G.&W. Realty Trust by deed dated May 19, 1995 and recorded in the Hampden County Registry of Deeds, Book 9135, Page 556.

GRANTING TO THE GRANTEE all the Grantor's right, title and interest to this Parcel Eleventh, without any warranties or covenants of title whatsoever.

BEING the same premises conveyed to the Grantor by deed of the Boston and Maine Corporation dated July 28, 1994 and recorded in Book 8912, Page 60.

SAID PARCELS ONE THROUGH ELEVENTH BEING the same premises conveyed to the Grantor herein by a deed from Industrial Buildings Corporation dated June 15, 1984 and recorded in the Hampden County Registry of Deeds, Book 5632, Page 564, by deed of The Quinnehtuk Company dated January 18, 1989 and recorded in Book 7076, Page 12, by deed of the Boston and Maine Corporation dated July 28, 1994 and recorded in Book 8912, Page 60. Excluding therefore such real estate and condominium units referred to hereinbefore.

05\0214\Legal Description.0101

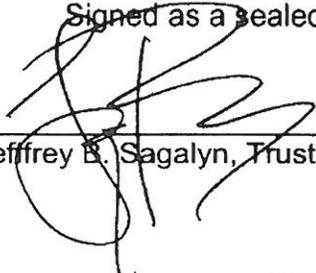
**CERTIFICATE OF TRUSTEES
OF
CABOTVILLE INDUSTRIAL PARK CONDOMINIUM ASSOCIATION TRUST
PURSUANT TO M.G.L. 183A, SECTION 6(d)**

We, the undersigned being a majority of the Trustees of the CABOTVILLE INDUSTRIAL PARK CONDOMINIUM ASSOCIATION TRUST, pursuant to and in accordance with the provisions of Massachusetts General Laws Chapter 183A Section 6(d) do hereby certify to 200 Tillary, LLC, of 54 Pearl Street, Brooklyn, New York, 11201, that as of the date of this Certificate, there are no unpaid common expenses which have been assessed against the following described Units in the CABOTVILLE INDUSTRIAL PARK CONDOMINIUM, located at 165 Front Street, Chicopee, Massachusetts:

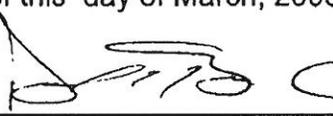
<u>Unit</u>	<u>% Interest in Common Elements</u>
Unit Building I-BE	5.470%
Unit Building I-BW	5.469%
Unit Building I-1E	5.195%
Unit Building I-1W	5.195%
Unit Building 2-E	4.921%
Unit Building 2-W	4.921%
Unit Building 5-E	4.101%
Unit Building 5-W	4.101%
Unit Building II-B	2.189%
Unit Building II-1	4.329%
Unit Building II-2	4.101%
Unit Building II-3	3.873%
Unit Building II-4	3.645%
Unit Building II-5	3.419%
Unit Building III-B	2.916%
Unit Building III-1	3.119%
Unit Building III-2	2.952%

Unit Building III-3	2.789%
Unit Building III-4	2.625%
Unit Building III-5	2.461%
Unit Building B	0.360%

Signed as a sealed instrument as of this day of March, 2005.



Jeffrey B. Sagalyn, Trustee

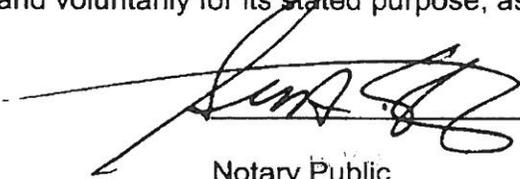


Daniel S. Burack, Trustee

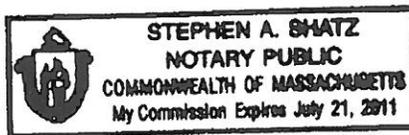
COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 2nd day of March, 2005, before me, the undersigned Notary Public, personally appeared Jeffrey B. Sagalyn and Daniel S. Burack, proved to me though satisfactory evidence of identification, which was a valid Massachusetts Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it freely and voluntarily for its stated purpose, as Trustees.



Notary Public
My Commission Expires:



DONALD E. ASHE, REGISTER
HAMPTON COUNTY REGISTRY OF DEEDS

21944

KNOW ALL MEN BY THESE PRESENTS:

That INDUSTRIAL BUILDINGS CORPORATION, a Massachusetts corporation having a usual place of business in Chicopee, Hampden County, Massachusetts, for consideration paid, grants to WILLIAM GOLDBERG, of Pawtucket, Providence County, Rhode Island, and E. M. SHEPARD WRIGHT, of West Springfield, Hampden County, Massachusetts, Trustees under the Declaration of Trust of G & W Realty Trust dated September 17, 1957 and recorded with Hampden County Registry of Deeds in Book 2570, Page 451, with QUITCLAIM COVENANTS a certain parcel of land with the cotton warehouse thereon situated on Front Street in the City of Chicopee, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northerly line of the Boston and Maine Railroad location, said point being four hundred thirty-three and 34/100 (433.34) feet easterly from the easterly line of Depot Street, measured on the northerly line of said location, thence running northerly, making an interior angle of $90^{\circ} 04'$ with the four hundred twenty-six and 95/100 (426.95) foot course herein-after mentioned forty-one and 68/100 (41.68) feet to land now or formerly of The Quinnehtuk Company; thence running easterly, making an interior angle of $90^{\circ} 05'$ four and 56/100 (4.56) feet to a point; thence running northerly, making an exterior angle of $90^{\circ} 05'$ eighteen and 25/100 (18.25) feet to a point; thence easterly, making an interior angle of 90° four hundred forty-three and 36/100 (443.36) feet along the inside face of a canal wall to a point; thence running southerly, making an interior angle of $89^{\circ} 50'$ seventeen and 73/100 (17.73) feet to a point; thence easterly, making an exterior angle of $109^{\circ} 31'$ seven and 43/100 (7.43) feet to a point; the last five courses being along land now or formerly of The Quinnehtuk Company; thence southerly, making an interior angle of $109^{\circ} 31'$ forty-seven and 39/100 (47.39) feet to the northerly line of the Boston and Maine Railroad location; thence running westerly along said northerly line of the Boston and Maine Railroad location, making an interior angle of $75^{\circ} 35'$ twenty-eight and 57/100 (28.57) feet to an angle in said location; thence running westerly along said northerly line of said location, making an exterior angle of $165^{\circ} 29'$ four hundred twenty-six and 95/100 (426.95) feet to the point of beginning.

The premises above described are shown on "Plan of property owned by Industrial Buildings Corporation, Chicopee, Mass., Cobb, Beesley & Miles - Eng'r's. scale: 1" = 20' June 28, 1932" heretofore recorded.

Together with all rights of way and other easements appurtenant to said parcel of land, including without limiting the generality of the foregoing all rights of way and other easements appurtenant to said parcel of land and described in a certain deed from Industrial Buildings Corporation to The Quinnehtuk Company dated May 27, 1932, duly recorded in the Registry of Deeds of Hampden County, Book 1498, Page 311, except as herein specifically qualified or limited, and more particularly

(a) Rights of way (in common with all other persons who may now or hereafter have like rights of way) at all times and for all purposes (except for the transmission of electrical energy for power and lighting) with or without vehicles, to and from Springfield Street, Front Street and Depot Street over the 30 foot strip of land situated northerly of and along the northerly line of the canal between Springfield and Depot Street conveyed by Industrial Buildings Corporation to The Quinnehtuk Company by the aforesaid deed upon the terms fully set forth in paragraph 6, clause (c) of said deed, provided, however, that the rights of way to and from Springfield Street shall be used only in an emergency when said rights of way to and from Front Street and Depot Street are unavailable.

(b) The right to maintain, change, relocate or take down any existing bridges over the portion of the canal adjacent to and northerly of the premises herein conveyed, and to construct any additional bridge or bridges over such portion of the canal upon the terms set forth in paragraph

6, clause (e) of the aforesaid deed from Industrial Buildings Corporation to The Quinnehtuk Company.

(c) The right to maintain, repair, replace or reconstruct any existing platforms extending over the southerly wall of the canal adjacent to and northerly of the premises herein conveyed, and the right to construct, own and maintain additional platforms over such portion of the canal upon the terms set forth in paragraph 6, clause (f) of the aforesaid deed from Industrial Buildings Corporation to The Quinnehtuk Company, and the right, insofar as the Grantor may grant the same, to pave so much or all of said 30 foot strip of land situated northerly of that portion of said canal adjacent to and northerly of the premises herein conveyed.

The Grantees hereunder shall also have the benefits of the covenant of The Quinnehtuk Company, its successors and assigns respecting the reconveyance of a certain portion of the premises conveyed as aforesaid to The Quinnehtuk Company, which covenant is fully set forth in paragraph 6, clause (q) of the aforesaid deed from Industrial Buildings Corporation to The Quinnehtuk Company.

The Grantor covenants and agrees that no person, firm or corporation, other than the Grantees, shall have any right to maintain, change, relocate or take down the existing, or construct additional bridges over the portion of the canal referred to under clause (b) above. The Grantees covenant and agree that they will assume entire responsibility for the proper construction, alteration, maintenance or demolition of any bridges over such portion of the canal. No rights of the Grantor in respect to bridges over any portion of the canal, other than the portion referred to under (b)

above, shall pass or be transferred or conveyed to the Grantees hereunder; provided, however, that the Grantees shall have the right in common with others to pass and repass over any such bridges as may be from time to time hereafter maintained by the Industrial Buildings Corporation over any portion of the canal for purposes of access to and from Depot, Springfield and Front Streets to and from the above mentioned 30 foot strip on the northerly side of the canal, provided that such access to Springfield Street shall be used only in an emergency when such access to and from Front Street and Depot Street is unavailable.

Together with the right to use Front Street for all purposes of a public street for ingress and egress to Depot, Dwight and Perkins Streets in said City of Chicopee, including without limitation, the right to maintain and construct any and all utility services therein insofar as the Grantor may convey such rights.

Together with the right to temporarily maintain, from time to time, ladders, scaffolding on or projecting over land of the Grantor adjacent to the conveyed premises as may be reasonably necessary to make repairs to the present or any future building on the conveyed premises.

Together with an easement to construct, maintain and repair any and all water, gas and sewer mains, heating or steam conduits or other utility or telephone wires or connections in, under or over land of the Grantor lying between the above described premises and premises conveyed by the Grantor to John R. Lyman Company by deed dated December 5, 1945 and recorded with said Registry of Deeds in Book 1809, Page 581 and now owned by the Grantees.

Together with rights of way with or without vehicles over said land of the Grantor referred to in the preceding paragraph.

No rights to draw water from the canal or the Chicopee River under clause (c) of the above mentioned deed from Industrial Buildings Corporation to The Quinnehtuk Company shall pass or be transferred or conveyed to the Grantees hereunder.

Reserving to the Grantor, its successors and assigns a perpetual right of way for ingress and egress and an easement below described, on that part of the premises herein conveyed which lies westerly of the westerly wall of the building now on the premises known as "Warehouse A", and that part of the premises herein conveyed which lies easterly of the easterly wall of said "Warehouse A"; in both of said parcels of land the Grantor shall have the right to lay and maintain water pipes and any other conduits and lines which may be necessary or desirable by the Grantor in the operation of its adjoining properties; but no installations or erections shall be made on the surface of said two parcels which might interfere with their use by the Grantees for ingress and egress or in doing anything which will not interfere with the Grantor's right above reserved.

Subject to all restrictions and reservations by and rights of The Quinnehtuk Company as contained in the deed to it by Industrial Buildings Corporation dated May 27, 1932 and recorded in Hampden County Registry of Deeds in Book 1498, Page 311; insofar as they apply to the premises herein conveyed.

The term "Grantor" and "Grantees" as hereinbefore used shall in every case be deemed to apply to the respective successors and assigns of

the Grantor and Grantees.

Subject to 1961 real estate taxes which the Grantees assume and agree to pay.

Being the same premises conveyed to the Grantor herein by deed of Consolidated Cigar Corporation, dated August 1, 1949, recorded with Hampden County Registry of Deeds in Book 2003, Page 356.

IN WITNESS WHEREOF, said INDUSTRIAL BUILDINGS CORPORATION has caused these presents to be signed and sealed with its corporate seal by its hereunto duly authorized officers, this 15th day of September, 1961.

Signed and sealed in the presence of:

INDUSTRIAL BUILDINGS CORPORATION

N. M. Harvey
by back

By: Julian L. Sagalyn
President
Archie Burack
Treasurer

COMMONWEALTH OF MASSACHUSETTS

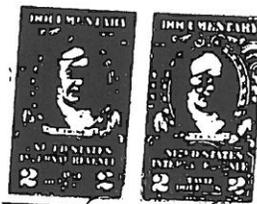
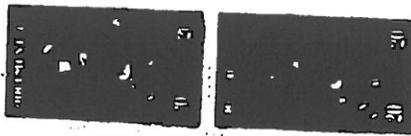
Hampden, ss.

September 15, 1961

Then personally appeared the above named Julian L. Sagalyn, President of Industrial Buildings Corporation, and Archie Burack, Treasurer of Industrial Buildings Corporation, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of Industrial Buildings Corporation, before me,

Nathaniel M. Harvey
Notary Public
Nathaniel M. Harvey

My commission expires: January 15, 1962



September 15, 1961

I Nathaniel M. Harvey, Clerk of Industrial Buildings Corporation, hereby certify that the following is a true copy of the votes passed on September 15, 1961 at a Special Meeting of the Directors of the corporation duly called, all directors having waived notice of the meeting in writing; all directors voting throughout the meeting:

VOTED: That the corporation convey to William Goldberg, and E. M. Shepard Wright, Trustees under the Declaration of Trust of G. & W. Realty Trust, dated September 17, 1957, and recorded in Hampden County Registry of Deeds in Book 2570, Page 451, for the consideration of forty thousand (\$40,000.00) dollars, the parcel of land which was conveyed to the corporation by Consolidated Cigar Corporation by deed dated August 1, 1949 and recorded in Hampden County Registry of Deeds in Book 2003, Page 356, with the building thereon known as "Warehouse A", together with and subject to several reservations, rights of way, easements and other rights and agreements affecting the use of the premises to be conveyed and remaining property of the corporation, all of which are to be incorporated in the deed to the satisfaction of Julian L. Sagalyn, President, and Archie Burack, Treasurer; their execution of the deed shall be conclusively deemed to have been authorized by this vote.

VOTED: That Julian L. Sagalyn, President, and Archie Burack, Treasurer, be and are hereby authorized and directed to sign, execute under the corporate seal and deliver the aforesaid deed to the grantees therein named.

I further certify that at the meeting above held and at the present time Julian L. Sagalyn was and is the duly elected President of the corporation, and Archie Burack was and is the duly elected Treasurer of the corporation..

RECEIVED
SEP 15 1961
AT 2:37 PM AND
REGISTRATION DEPARTMENT

Nathaniel M. Harvey
Clerk

Exhibit 'D'

I, Domenico Bodi, of Westfield, Hampden County, Massachusetts, for consideration paid, grant with WARRANTY COVENANTS to the Commonwealth of Massachusetts, acting through its Department of Public Works, under the power and authority given by Chapters 81 and 79 of the General Laws, and by every other power and authority in any wise enabling, the land in WESTFIELD, Hampden County, Massachusetts, and being Parcel 32 on a plan entitled: "The Commonwealth of Massachusetts Plan of Road in the city of Westfield Hampden County Altered and laid out as a State Highway by the Department of Public Works January 26, 1932 Soale: 40 feet to the inch A.W. Dean Chief Engineer" on file in the office of the Department of Public Works and bounded and described as follows: A parcel of land on the southerly side of Main Street, so-called, and being between Stations 58 and 62, and bounded as follows: northeasterly by the southwesterly line of location of the State Highway as of May 29, 1923, 290 feet⁺; westerly by land now, or formerly of Elijah H. Pomfray, 3 feet⁺; southwesterly by the southwesterly line of location of the 1932 State Highway alteration, 288 feet⁺ said northeasterly line being a curve and intersecting the southwesterly line of the 1932 State Highway alteration. The above-described land was taken by said Commonwealth by instrument recorded with Hampden County Deeds, in Book 1513, Page 261. And for said consideration I, Blanche Bodi, wife of the grantor, release all right of Dower and Homestead and all other statutory rights therein. This deed is not in derogation of the titles obtained by virtue of any taking or takings made by said Commonwealth of Massachusetts, but is in addition thereto and confirmatory thereof. We, Domenico Bodi and Blanche Bodi, for ourselves, our heirs, executors, administrators and assigns, release and forever discharge said Commonwealth of Massachusetts of and from any and all damages, actions and causes of action whatsoever arising out of or in any way connected with any taking or purchase of the above-described property and/or the construction of any road over the same.

Witness our hands and common seal this twelfth day of May A.D. 1932.

Domenico Bodi
Blanche Bodi

Commonwealth of Massachusetts Hampden, ss. May 14th, 1932. Then personally appeared the above-named Domenico Bodi and acknowledged the foregoing instrument to be his free act and deed, before me

John E. Kinsella, Notary Public (Notarial Seal) My commission expires July 7th, 1934.

Approved as to form & title
E. K. Mash. Asst. Atty. Gen.

Rec'd May 28, 1932 and Reg'd from the original

Know all Men by these Presents: That Industrial Buildings Corporation, a corporation duly organized under the laws of Massachusetts, and having a usual place of business in Chicopee, in the County of Hampden and Commonwealth of Massachusetts, for and in consideration of the sum of One Dollar and other valuable consideration to it in hand before the delivery hereof well and truly paid, by The Quinnehtuk Company, a corporation duly organized under the laws of Massachusetts and having its principal place of business in Boston, in the County of Suffolk and Commonwealth of Massachusetts, has remised, released and forever QUITCLAIMED and by these presents does remise, release and forever quitclaim unto the said The Quinnehtuk Company, its successors and assigns forever:

Doc. 6909
Domenico Bodi

to

Commonwealth of
Mass.

Doc. 6911
Industrial Buildings
Corp.

to

Quinnehtuk Co.

Plans 12, Pages 102,
103, 104.

S
B 1783 P 584
" 3349 " 499
" 3349 " 500
" 3349 " 512

Certain land, water and riparian rights in the County of Hampden and Commonwealth of Massachusetts as follows:

- (1) All the right, title and interest of the grantor of record or by prescription or otherwise in and to any dams, dam sites, riparian rights and water privileges on or appurtenant to the Chicopee River or any of its tributaries or branches and all flowage and water rights, including the right to flow any land of others by the waters of said Chicopee River or any of its tributaries or branches, and all the grantor's rights to hold back, divert, draw down, use, control and regulate the flow of the waters of the same, excepting such rights to use water for fire protection and otherwise as are hereinafter expressly reserved by the grantor.
- (2) All the right, title and interest of the grantor of record or by prescription or otherwise in and to all such land under or adjacent to the Chicopee River or any tributaries or branches thereof and under or adjacent to the canal of the grantor leading therefrom, as is situated upstream from and easterly of the westerly line of Springfield Street in the City of Chicopee in the County of Hampden, together with the dams, canal walls and other structures of every kind and description thereon.
- (3) All right, title and interest of the grantor of record or by prescription or otherwise in and to a parcel of land situated in the City of Chicopee between the north and south branches of the Chicopee River and easterly of the location of the main line tracks of the Boston & Maine Railroad and bounded northerly and easterly by the north branch of the Chicopee River, southerly by the south branch of said River and westerly by land now or formerly of Edwin L. Shaw, together with all rights of way appurtenant to said parcel of land. The premises described under this heading (3) are shown on "Plan of land owned by Industrial Buildings Corporation Chicopee, Mass. Cobb Beesley & Milcs - Eng'rs" dated "May, 1932" to be recorded herewith.
- (4) All right, title and interest of the grantor of record or by prescription or otherwise in and to the canal and tail race of the grantor leading from the easterly line of Depot Street in the City of Chicopee at a point about 90 feet southerly of the intersection of Depot Street and the location of the main line tracks of the Boston & Maine Railroad, to the Connecticut River, and any land adjacent thereto and situated west of the easterly line of Depot Street, including any land under the Connecticut River, together with all riparian rights of the grantor in the Connecticut River appurtenant to the foregoing lands. The premises described under this heading (4) are shown on "Plan of Property owned by Industrial Buildings Corporation, Chicopee, Mass. Cobb, Beesley & Milcs - Eng'rs" dated "May 1932" to be recorded herewith.
- (5) All right, title and interest of the grantor in and to a certain parcel of land situated in the City of Chicopee between the westerly line of Springfield Street and the easterly line of Depot Street bounded and described as follows: Beginning at a point in the westerly line of Springfield Street distant northerly, sixteen and 15/100 (16.15) feet from the northerly line of Front Street, said point being also ten (10) feet southerly from the northerly corner of the new bridge pier at the southerly side of the canal wall; thence running Westerly in a line distant ten (10) feet southerly from the southerly wall of said canal, one hundred fifty-seven and 64/100 (157.64) feet; thence Westerly, making an exterior angle of 179°12' with the last course,

in a line parallel with and ten (10) feet southerly from the southerly wall of said canal, ninety-eight and $78/100$ (98.78) feet; thence Westerly, making an exterior angle with the last course of $167^{\circ}33'$ in a line parallel to and distant ten (10) feet southerly from said southerly wall of said canal, two hundred thirty-six and $11/100$ (236.11) feet; thence Westerly, making an exterior angle with the last course of $169^{\circ}45'$ in a line parallel to and distant ten (10) feet southerly from the said southerly wall of said canal, one hundred seventy and $55/100$ (170.55) feet; thence Westerly making an exterior angle with the last course of $177^{\circ}10'$ one hundred sixteen and $34/100$ (116.34) feet to a point distant ten (10) feet southerly from the southerly wall of said canal; thence Westerly, making an exterior angle with the last course of $172^{\circ}48'$, one hundred eighty-one and $86/100$ (181.86) feet to a point in the easterly face of the easterly wall of the store house situated on the adjoining premises; thence Northerly, making an interior angle of $109^{\circ}31'$ with the last course, along the easterly face of said store house wall, seventeen and $73/100$ (17.73) feet to a point in the inside face of the southerly wall of the canal; thence Westerly; making an exterior angle of $89^{\circ}50'$ with the last course, four hundred forty-three and $36/100$ (443.36) feet along the inside face of said wall to a point in line with the westerly face of the westerly wall of said store house; thence Southerly at right angles with the last course, along said westerly wall, eighteen and $25/100$ (18.25) feet to a point; thence Westerly making an interior angle of $90^{\circ}05'$ with the last course, four hundred thirty-six and $9/10$ (436.9) feet to a point in the easterly line of Depot Street, said point being distant thirty-nine and $67/100$ (39.67) feet northerly from the northeasterly corner of Depot and Front Streets; thence Northerly along the easterly line of Depot Street, making an interior angle of $85^{\circ}35'$ with the last course, two hundred twelve and $33/100$ (212.33) feet to a point twenty (20) feet northerly of the northerly wall of the tail race; thence Easterly, making an interior angle with the last course of $90^{\circ}27'$, sixty-three and $88/100$ (63.88) feet to a point; thence Southerly, making an interior angle with the last course of $90^{\circ}42'$ in a line parallel to and distant thirty (30) feet easterly from the easterly wall of the canal, one hundred twenty-four and $23/100$ (124.23) feet to a point; thence Southerly and Easterly by a curve to the left of twenty (20) feet radius, thirty-one and $51/100$ (31.51) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly in a line tangent with the last course, and parallel to the northerly wall of said canal, two hundred seventy and $37/100$ (270.37) feet to a point; thence Southerly at right angles with the last course, ten and $53/100$ (10.53) feet to a point; thence Easterly at right angles to the last course, fifty-nine and $6/10$ (59.6) feet to a point; thence Northerly at right angles to the last course, ten and $53/100$ (10.53) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly at right angles to the last course, and parallel to the northerly wall of said canal, three hundred ninety-seven and $44/100$ (397.44) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Northerly, making an exterior angle with the last course of $113^{\circ}35'$, one hundred ninety-seven and $23/100$ (197.23) feet to a point distant five (5) feet northerly from the northerly wall of the repair shop, said point being hereinafter referred to as point of reference No. 1; thence Westerly by an exterior angle of $84^{\circ}22'$, fifty-one and $71/100$ (51.71) feet in a line parallel to the northerly wall of said repair

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BOOK 1498

and; thence Northwesterly making an interior angle of 159°17' with the last course, five hundred fifty-three and 93/100 (553.93) feet to a point in the easterly line of the right of way of the Boston & Maine Railroad; thence Northwesterly, making an interior angle with the last course of 76°19' along the easterly line of said Boston & Maine Railroad to the Ohioopce River; thence Easterly along said Ohioopce River to the westerly line of Springfield Street; thence Southerly along the westerly line of Springfield Street to a drill hole about five (5) feet southerly of the southerly bank of said Ohioopce River at an angle in said street; thence Southerly and continuing along the westerly line of said Springfield Street making an exterior angle of 171°59'30" with the last course, eighteen and 46/100 (18.46) feet to a point distant five (5) feet northerly from the line of the northerly wall of No. 1 mill, so-called, extended easterly; thence Westerly making an interior angle with the last course of 89°58' in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, one hundred twenty-four and 13/100 (124.13) feet; thence Northerly at right angles with the last course, thirteen and 7/10 (13.7) feet; thence Westerly at right angles with the last course, forty-four and 7/10 (44.7) feet; thence Southerly at right angles with the last course, thirteen and 7/10 (13.7) feet; thence Westerly at right angles with the last course in a line parallel to and five (5) feet northerly from the northerly wall of said No. 1 mill, twenty-seven and 2/100 (27.02) feet to a point, said point being hereinafter referred to as point of reference No. 2; thence Southerly making an exterior angle with the last course of 95°33' one hundred sixty and 76/100 (160.76) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly making an exterior angle with the last course of 96°15' in a line parallel to and distant thirty (30) feet northerly from the northerly wall of said canal, two hundred four and 51/100 (204.51) feet to the westerly line of Springfield Street; thence Southerly making an interior angle with the last course of 94°16' along the westerly side of Springfield Street, eighty and 2/10 (80.2) feet to the point of beginning. Excepting from the above described property, two parcels of land and the buildings thereon described as follows:

FIRST PARCEL RESERVED: The point of beginning is located sixty and 31/100 (60.31) feet easterly from the point of reference No. 1 hereinbefore mentioned, said distance being measured in a line which is a production easterly of the course bearing westerly from said point of reference No. 1, with a distance of fifty-one and 71/100 (51.71) feet; thence from the point of beginning the first course runs Easterly in a line parallel to and distant five (5) feet northerly from the northerly wall of the repair shop, one hundred twenty-three and 33/100 (123.33) feet; thence Southerly at right angles with the last course, in a line parallel to and distant five (5) feet easterly from the easterly wall of said repair shop, forty-six and 21/100 (46.21) feet to a point five (5) feet northerly of the northerly wall of No. 3 mill; thence Easterly making an exterior angle of 95°49' in a line parallel to the northerly wall of said No. 3 mill and five (5) feet distant therefrom, ninety-four and 56/100 (94.56) feet to a point in line with an easterly wall of said No. 3 mill; thence Southerly, making an interior angle with the last course of 90°01' along the easterly wall of said No. 3 mill and an extension thereof, one hundred twenty-three and 33/100 (123.33) feet, to a point distant five (5) feet southerly from the

southerly wall of said No. 3 mill; thence westerly making an interior angle with the last course of $93^{\circ}37'$ two hundred twenty-one and $94/100$ (221.94) feet to a point which is sixty (60) feet distant from the course in the hereinbefore described parcel which has a distance of one hundred ninety-seven and $23/100$ (197.23) feet; thence northerly making an interior angle with the last course of $56^{\circ}33'$ in a line parallel to the above mentioned one hundred ninety-seven and $23/100$ (197.23) foot course one hundred seventy and $62/100$ (170.62) feet to the point of beginning; the last course making an interior angle with the first course of $95^{\circ}38'$.

SECOND PARCEL RESERVED: The point of beginning is located five (5) feet northerly of the northerly wall of No. 1 mill, so-called, and is distant ninety-five and $47/100$ (95.47) feet westerly from the point of reference No. 2 hereinbefore mentioned, and is in the production westerly of the twenty-seven and $2/100$ (27.02) foot course terminating at the point of reference No. 2 above mentioned. The first course runs southerly by a course making an interior angle of $97^{\circ}58'$ with the production of said 27.02 foot course one hundred fifteen and $73/100$ (115.73) feet to the inside face of the southerly basement wall of No. 1 mill; thence running easterly along said inside face of said wall, four and $46/100$ (4.46) feet to a point in line with the easterly face of the easterly wall of the tower of No. 1 mill produced northerly to the inside wall of said No. 1 mill, making an exterior angle of $97^{\circ}56'$ with the last course; thence running southerly along said easterly face of said tower wall, making an interior angle with the last course of $90^{\circ}01'$ thirty-seven and $34/100$ (37.34) feet to a point; thence westerly making an interior angle of $59^{\circ}49'$ with the last course, in a line parallel to and distant thirty (30) feet northerly from the northerly wall of the canal, two hundred thirty-seven and $29/100$ (237.29) feet; thence westerly making an exterior angle with the last course of $168^{\circ}27'$ in a line parallel to and distant thirty (30) feet northerly from the northerly wall of said canal, one hundred ninety-five and $13/100$ (195.13) feet to a point distant one hundred (100) feet easterly from the one hundred twenty-three and $33/100$ (123.33) foot course in the first parcel reserved; thence northerly making an interior angle with the last course of $95^{\circ}30'$ in a line one hundred (100) feet distant from and parallel to the said one hundred twenty-three and $33/100$ (123.33) foot course, seventy-eight and $36/100$ (78.36) feet to the northerly face of the northerly wall of No. 2 mill; thence easterly making an interior angle with the last course of $90^{\circ}01'$ along the northerly wall of No. 2 mill, thirty-three and $74/100$ (33.74) feet; thence northerly by an exterior angle of $90^{\circ}06'$ one hundred three and $62/100$ (103.62) feet; thence easterly by an interior angle of $90^{\circ}04'$ in a line parallel to and distant five (5) feet northerly from the northerly wall of the boiler house, one hundred forty and $8/100$ (140.8) feet; thence easterly by an interior angle of $163^{\circ}06'$ in a line parallel to and distant forty (40) feet northerly from the main northerly wall of No. 1 mill, two hundred seventeen and $36/100$ (217.36) feet; thence southerly at right angles with the last course, thirty-five (35) feet to a point distant five (5) feet northerly from the northerly wall of said No. 1 mill; thence easterly at right angles with the last course, in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, seventy-six and $91/100$ (76.91) feet to the point of beginning; the last course being a production of said 27.02 foot course. The above described premises under this heading (5)

are shown on plan entitled "Plan of property owned by Industrial Bullainga Corporation", Cobb, Beealey & Miles, Engineers, dated May 24, 1932 and to be recorded herewith.

(6) RIGHTS OF WAY, EASEMENTS, ETC.

(a) The grantor hereby grants to the grantee a right of way at all times and for all purposes with or without vehicles, appurtenant to the land herein conveyed from the land adjacent to the location of the main line tracks of the Boston & Maine Railroad where the same cross the Chicopee River over the land of the grantor southeasterly of such location, northwesterly of a building of the grantor and easterly and southerly of land now or formerly of Springfield Gas Light Company to Depot Street;

(b) The grantee shall have a right of way at all times and for all purposes with or without vehicles, appurtenant to the land herein conveyed from Front Street to the strips of land herein conveyed southerly of the canal, but only over such ways, if any, as are or may be from time to time maintained by the grantor between Front Street and any bridges over the canal;

(c) The grantor reserves and shall have rights of way at all times and for all purposes, (except for the transmission of electrical energy for power and lighting) with or without vehicles, appurtenant to the remaining land of the grantor, to and from Springfield Street, Front Street and Depot Street over the thirty foot strip of land herein conveyed situated northerly of and along the northerly line of the canal between Springfield and Depot Streets, including the right to locate and re-locate and maintain ways and railroad tracks thereon; provided, that such tracks shall be located so that the bottom of the rails thereof shall be at an elevation not lower than one hundred and three feet (such elevation being based on an elevation of one hundred feet at the crest of the main dam at the upper end of the canal) and shall be so constructed as not to interfere with the passage of other vehicles over said strip of land. The grantee, however, shall have the right at any time to raise above the present elevation the level of the portion of such strip of land situated easterly of a point opposite the northeasterly corner of the cotton storehouse having a frontage of four hundred forty-three and thirty-six hundredths feet on the southerly line of the canal, as well as any way or railroad tracks situated on such portion, to any height reasonably necessary to the utilization of the water power then available. The grantee shall have the right to raise the portion of said strip of land, as well as any ways or railroad tracks thereon, situated westerly of the aforesaid point opposite the northeasterly corner of the aforesaid cotton storehouse to an elevation and in any manner which will not interfere with suitable and full access to the rear entrance of the aforesaid cotton storehouse across the canal with trucks coming and going over the aforesaid strip of land. In the event that the grantee raises the level of railroad tracks on said strip they shall be raised in such a manner that the grades thereafter shall be suitable for operation.

(d) The grantor reserves and shall have rights of way at all times and for all purposes, (except for the transmission of electrical energy for power and lighting) with or without vehicles, appurtenant to the remaining land of the grantor, to and from Springfield Street and to and from the remaining land of the grantor, over the strip of land herein conveyed situated between the Chicopee River and the lands of the grantor situated between Springfield and Depot

Streets, including the right to locate, re-locate and maintain ways and rail-road tracks thereon, provided, however, that any such railroad tracks shall be so constructed and used as not to interfere unreasonably with the passage by other vehicles over said strip of land.

(e) The grantor reserves and shall have the right as an easement appurtenant to the remaining land of the grantor, to maintain, change, re-locate or take down any existing bridges over the canal as now or hereafter constructed, and to construct any additional bridge or bridges over the same at any point necessary or desirable for access by road or rail to any land and buildings of the grantor, provided, however, that no such bridge, way or railroad track shall be located so as to limit or interfere with any reasonable use by the grantee of the land herein conveyed, necessary or incidental to the development, production and distribution of power, and the grantor assumes entire responsibility for the proper construction, maintenance or demolition of any such bridges. If any changes are made from time to time in the canal, necessitating changes in any bridge or bridges over the canal, the grantor shall at its option either make such changes as are reasonably necessary or shall take down such bridge or bridges. The grantee shall have the right to make reasonable use of any bridges so maintained by the grantor. The obligations of the grantor under this clause shall constitute a covenant running with the land of the grantor on the northerly side of the canal. The grantor reserves and shall have as an easement appurtenant to the remaining land of the grantor rights of way over the two strips of land herein conveyed southerly of the canal to come in from Front Street to any bridge over the canal.

(f) The grantor reserves title to, and shall have the right to maintain, repair, replace or reconstruct, any existing platforms extending over the southerly wall of the canal in the rear of the cotton storehouse building of the grantor situated between Front Street and the canal, southwesterly of the first parcel reserved, and shall have the right to construct, own and maintain additional platforms in the rear of said building extending no further from the northerly wall of said building than do the existing platforms and such rights shall be appurtenant to the land on which said cotton storehouse now stands.

(g) The grantor reserves title to the physical equipment of the existing fire lines, water, gas and other pipes, and conduits (except electrical conduits), and shall have as an easement appurtenant to the remaining land of the grantor the right to maintain, repair and renew the same at its expense as the same are now located, or as they may be re-located as hereinafter provided; and to construct and maintain any additional fire lines, pipes, and conduits (except electrical conduits), subject to the rights of the grantee as hereinafter provided. The grantee shall have the right to re-locate any such fire lines, pipes and conduits at its expense, provided that such new location shall be substantially as advantageous to the grantor as the former location. The grantor in constructing and maintaining such fire lines, pipes and conduits shall not unreasonably interfere with any use by the grantee of the premises herein conveyed incidental to the development, production and distribution of power, and shall not disturb the canal wall or bank in connection therewith, except with the approval of the grantee, and the grantee shall not be required to lower the water level in the canal except at such times as are reasonably convenient to the grantee. All electrical circuits interconnecting between the hydro generators

and switchboard in the hydro station and the incoming supply circuits from the Turners Falls Power and Electric Company system (including all transformers in such circuits), and also all other electrical circuits located on the property herein conveyed, shall become the property of the grantee.

(h) The grantor reserves and shall have as an easement appurtenant to the remaining land of the grantor the right to maintain, operate, repair and reconstruct the smokestack in its present location on the strip herein conveyed north of the first parcel reserved, and to maintain or construct flues or other connections between said smokestack and the buildings of the grantor nearest thereto; provided, however, that such flues and other connections shall be so constructed as not to interfere with the free passage of vehicles or the construction of transmission lines thereunder; and further provided that if the reasonable maintenance of said stack shall be discontinued, or if the same shall be so damaged by storm, flood or otherwise as to require substantially complete reconstruction, including reconstruction of the foundations, then the rights of the grantor under this paragraph shall terminate, and said stack and connections and the materials thereof shall be removed by the grantor at its expense. The aforesaid obligation to remove such stack shall be a covenant running with the adjacent land on which the present boiler house stands.

(i) The grantor reserves the title to the mill building and as an easement appurtenant to the remaining adjacent land of the grantor, the right to maintain and repair the same as at present standing on the strip of land herein conveyed situated between the second parcel reserved and land of the grantor abutting on Springfield Street; and the right to replace said building or construct a new building on such strip of land or any portion thereof provided that the same does not interfere with any reasonable use of such strip of land by the grantee necessary or incidental to the development, production and distribution of power. The grantor shall have full use and control of all space in the aforesaid building or any new building, beginning with and above the level of ninety-two and twenty-three hundredths feet (based on the elevation of the crest of the main dam as aforesaid) and in the basement thereof, subject to the rights of the grantee as hereinafter provided. The grantee shall have without charge reasonable access to and the use of so much of the portion of the basement of any such building situated on said strip of land as may be reasonably necessary to the operation, maintenance, repair and construction of the property of the grantee in connection with the development of water power, but such use by the grantee shall not prevent reasonable means of passage by the grantor across such portion of the basement. The grantor shall have, as an easement appurtenant to the remaining adjacent land of the grantor, the right to install and maintain electrical circuits, conduits or transmission lines over said strip of land in the space now occupied by the portion of the mill building standing thereon.

(j) The grantor reserves title to, and shall have the right as an easement appurtenant to the remaining adjacent land of the grantor to repair and maintain the mill building standing on the strip of land hereby conveyed situated between the first and second parcels reserved, and shall have full use and control of all space in said building above the level of an elevation of ninety-two and sixty-three hundredths feet (determined as aforesaid) and in the basement thereof subject to the rights of the grantee as hereinafter set forth. The

grantee shall have the right to use without charge so much of the portion of the basement thereof situated on said strip of land as may be reasonable for the operation, maintenance, repair and construction of the property of the grantor in connection with the development of water power, but such use shall not prevent reasonable means of passage by the grantor across such portion of the basement during the existence of the present building. In the event that such building shall be taken down or destroyed, the grantor shall have no right to rebuild or construct a new building on said strip of land, but shall have the right to construct and maintain bridges or passageways beginning with and above the level of ninety-two and sixty-three hundredths feet between the first and second parcels reserved; provided, however that such bridges or passageways shall be located and constructed so that the same will not interfere with any development or use of said strip of land by the grantee incidental to the development production or distribution of water power. The grantor shall have, as an easement appurtenant to the remaining adjacent land of the grantor, the right to install and maintain electrical circuits, conduits or transmission lines over said strip of land in the space now occupied by the portion of the mill building standing thereon.

(k) The grantee shall have the right to make such openings in the walls of the basements of the buildings of the grantor as may be reasonably necessary to the maintenance, repair, replacement or installation of machinery, equipment, penstocks, draft tubes, tail race, waterways and other structures, and other property of the grantee situated in or under buildings of the grantor. In the event that the grantee exercises the foregoing right, the grantee shall, at its expense and with reasonable promptness, cause such walls to be restored to substantially the same condition as before such openings were made. The grantee shall have the right to re-locate any pillars, foundations or other supports of the buildings situated on the land herein conveyed for any purpose incidental to the development, production or distribution of water power; provided, however, that if the grantee does re-locate any such supports the grantee shall at its expense provide equivalent support to the buildings effected by such relocation.

(l) The grantee shall have the right to take down, in a reasonable and proper manner, any such portions of certain buildings of the grantor as are situated on the strip of land herein conveyed immediately west of the first parcel reserved, and shall be under no obligation to repair or restore the remaining portions of such buildings.

(m) The grantor reserves and shall have the right as an easement appurtenant to the remaining adjacent land of the grantor to construct and maintain bridges or passageways over the strip of land herein conveyed immediately west of the second parcel reserved; provided, however, that such bridges or passageways shall be located and constructed and maintained so that the same will not interfere with any reasonable development or use of said strip of land by the grantee incidental to the development, production or distribution of water power.

(n) The grantee shall be under no obligation to maintain and shall have the right to take down in a reasonable and proper manner and after six months' notice to the grantor, such portions of certain buildings of the grantor as are situated on the ten foot strip of land nearer Springfield Street along the southerly edge of the canal, and shall be under no obligation to repair or restore the remaining portions of such buildings.

(o) The grantor reserves and excepts from this conveyance the perpetual right to draw water, not exceeding five hundred thousand gallons per day, from the canal for all purposes (except the generation of power) incidental to the full use now made or that may hereafter be made of the mill properties of the grantor and the right to install and maintain water pipes connected with the canal or river for this purpose at the grantor's expense; provided, however, that the grantor shall not disturb the canal wall or bank except with the approval of the grantee, and provided further that the grantee shall have the right to meter all water so taken from the canal and shall be paid for all water so taken from the canal the reasonable value thereof, as may be agreed on, not to exceed ten per cent. of the then prevailing rate charged by the City of Chicopee for city water, and such right shall be appurtenant to the remaining land of the grantor. The grantor reserves and shall have the right to draw water from the Chicopee River without charge.

(p) The grantee by accepting this deed and in consideration thereof covenants and agrees that if at any time within twenty-one years from the death of the last survivor of the persons below named the grantee shall abandon the use for the development of water power of the strip of land situated between the second parcel reserved and the land of the grantor abutting on Springfield Street, the grantee will upon request in writing by the grantor and without further consideration reconvey such strip of land to the grantor by quitclaim deed. Such covenant by the grantee shall run with the said strip of land for the benefit of the adjacent land of the grantor lying easterly of said strip of land. The persons above referred to are as follows: Allen Abercrombie and Alice Abercrombie, children of Fred O. Abercrombie of Turners Falls, Massachusetts, Gertrude Peabody, Anne P. Peabody, Katharine Peabody and Cora W. Peabody, children of W. Rodman Peabody of Milton, Massachusetts, Edward D. Rowley, Charles F. Rowley, Jr. and Francis H. Rowley, children of Charles F. Rowley, of Brookline, Massachusetts, and Charles M. Storey, Jr., Anderson Storey, Susan J. Storey, Gertrude Storey and James Moorfield Storey, children of Charles M. Storey of Boston, Massachusetts.

(q) The grantee by accepting this deed and in consideration thereof covenants and agrees that if at any time within twenty-one years from the death of the last survivor of the above-named persons the grantee shall construct a dam and waterways by means of which the waters of the canal shall be completely diverted to the Chicopee River through the sixty foot strip of land herein conveyed immediately west of the first parcel reserved, the grantee will reconvey to the grantor by quitclaim deed or deeds the portion of the premises herein conveyed consisting of the canal, tail race and strips of land along the canal and tail race situated easterly of Depot Street and westerly of the most westerly point of such dam and said sixty foot strip. Such reconveyance shall be subject to all then existing rights of way and other easements over the land to be reconveyed and the grantee may reserve rights of way over said land for all purposes incidental to the development, production and distribution of power. The portion of the land to be reconveyed hereunder situated southerly of the northerly line of the canal shall be reconveyed to the then owner or owners of record of the adjacent remaining land of the grantor situated on the southerly side of the canal, foot by foot. The particular divisions of the land so to be reconveyed shall be determined by drawing two parallel lines from the easterly and westerly

extremities of the northerly frontage of any such parcel of adjacent land to and perpendicular to the northerly line of the canal, as the same now runs parallel to the northerly wall of the above mentioned cotton storehouse on the southerly side of the canal, or to the production of such northerly line of the canal produced to the easterly edge of Depot Street. The portion of the land to be reconveyed herunder situated northerly of the northerly line of the canal shall be reconveyed to the then owners of record of the adjacent remaining land of the grantor situated northerly of the northerly line of the canal, foot by foot. The particular divisions of the land so to be reconveyed shall be determined by drawing two parallel lines from the easterly and westerly extremities of the southerly frontage of each parcel of adjacent land to and perpendicular to the northerly line of the canal or the production thereof as above described. Such covenants shall run with the land to be reconveyed for the benefit of the respective adjacent lands on the northerly and southerly sides of the canal as aforesaid. The grantor covenants and agrees to accept the quitclaim deed or deeds given pursuant to the provisions of this clause.

(r) The grantee shall exercise reasonable care at all times in the maintenance and control of the waters in the canal and in the maintenance and repair of the canal itself and in the construction and maintenance of any addition to the canal or any enlargement of its carrying capacity, but the grantee shall not be liable for damage to the adjacent or neighboring real property of the grantor or to any personal property situated thereon caused by such seepage or percolation of water as exists at the date hereof or as may hereafter exist on account of the continued operation of the canal as at present constructed or for such seepage or percolation as may be caused by increasing the carrying capacity of the canal; provided, however, that such seepage or percolation as may result from future operation of the canal as at present constructed or from the increased carrying capacity of the canal shall not be such as to be a substantially greater detriment to the use of any buildings or property of the grantor than that which would be caused by a flow through or under the walls or upon any basement floor similar to the present flow of percolated waters through or under the walls or over the basement floor of parts of Mill No. 2.

(s) The grantor shall make no change by way of excavation or otherwise in the grantor's land between the canal and the present location of the buildings northerly thereof such as to measurably decrease the resistance to the passage into such land by seepage or percolation of water from the canal.

The foregoing conveyance is made subject to a certain right of the A. G. Spaulding Company to use water in accordance with an indenture between Dwight Manufacturing Company and William T. Brown duly recorded in the Registry of Deeds of Hampden County Book 691, Page 438, and subject to the rights of the Commonwealth of Massachusetts under a taking and diversion of waters made or to be made by the Commonwealth of Massachusetts acting by and through its Metropolitan District Water Supply Company under authority of Chapter 375 of the Acts of 1926, and Chapter 321 of the Acts of 1927, settlement for which has been made to the grantor.

The terms "grantor" and "grantee" as hereinabove used shall in every case be deemed to apply to the respective heirs, successors and assigns of the grantor and grantees.

For convenience reference is made in connection with the grant of premises

described in paragraph (2) above, but without limiting the generality of such grant, to the following miscellaneous deeds running to Dwight Manufacturing Company, the predecessor in title of the grantor, of land and of rights of flowage above the dam at Chicopee Falls:

Date	Grantor	Grantee	Book	Page
Dec. 15, 1855	Eli Warner	Dwight Mfg. Co.	178	518
Dec. 17, 1855	Lewis Calkins	" " "	179	20
Mar. 31, 1856	Amos H. Garleton	" " "	179	328
June 21, 1856	Lemuel Keyes	" " "	182	454
Jan. 21, 1857	Dorinda J. Willman	" " "	185	289
Jan. 22, 1857	Ubaiah D. Mallory	" " "	184	488
Jan. 23, 1857	Andrew Hubbard, Gdn.	" " "	185	290
Mar. 23, 1858	Lewis Calkins	" " "	191	352
Oct. 6, 1858	Sylvester Taylor	" " "	192	337
Nov. 2, 1858	Daniel Donovan	" " "	192	452
Apr. 25, 1859	Lemuel Keyes	" " "	198	58
Apr. 20, 1860	Luther Hathaway	" " "	203	572
Aug. 5, 1862	Charles W. Everts	" " "	215	123
Oct. 20, 1863	James H. Bly	" " " &		
		Chic. Mfg. Co.	216	413
Feb. 27, 1864	Sumner Coolcy & Calvin Coolcy	Dwight Mfg. Co.	226	437

In Witness Whereof said Industrial Buildings Corporation has caused this instrument to be executed in its name and behalf and under its corporate seal by its President and Clerk thereunto duly authorized this twenty-seventh day of May, 1932.

Industrial Buildings Corporation
(Corporate Seal)
By James Thomson, President
Franklin T. Hammond, Jr., Clerk

Commonwealth of Massachusetts Suffolk, ss. Boston, Mass., May 27, 1932. Then personally appeared James Thomson and Franklin T. Hammond, Jr., President and Clerk respectively of Industrial Buildings Corporation and acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of Industrial Buildings Corporation. Before me,
John C. Rice, Notary Public (Notarial Seal) Commonwealth of Massachusetts My Commission expires May 14th, 1937.

Industrial Buildings Corporation
Certificate of Clerk
Boston, Mass., May 27, 1932.

I, Franklin T. Hammond, Jr., Clerk of Industrial Buildings Corporation, a Massachusetts corporation, hereby certify that the following is a true extract from the minutes of a special meeting of the stockholders of said corporation duly called and held May 26, 1932 at Boston, Massachusetts, at which meeting all the capital stock of said corporation issued and outstanding and entitled to vote was represented and voted: "After consideration and upon motion duly made and seconded, it was unanimously VOTED: That the Board of Directors of this corporation be and hereby is authorized to sell and dispose of all or any part of the properties of the corporation situated in the City of Chicopee and County of Hampden, Massachusetts, including the water power, riparian rights, land and buildings and other property of every kind and description, to such persons, firms, or corporations for such consideration, and upon such terms and in such parcels and divisions as the Board of Directors in their absolute discretion may determine." I further certify that the following is a true extract from the minutes of a special meeting of the Board of Directors of said corporation duly held on May 26, 1932 at Boston, Massachusetts, at which meeting a quorum of the directors was present and acting: "Upon motion duly made and seconded, it was unanimously VOTED: That Mr. James Thomson, President, and Mr. Franklin T. Hammond, Jr., Clerk, be and hereby are authorized to execute and deliver in the name and behalf of this corporation and under its corporate seal a quitclaim

CHICOPEE

SOUTH BRANCH

RIVER

TAIL

RACE

REPAIR SHOP

EL FLOOR 1ST STORY 94.39
BOTTOM OF STEEL BEAM 91.99

RESERVED BY
INDUSTRIAL BUILDINGS CORP
BLDG. NO. 3

BOILER HOUSE

RESERVED BY
INDUSTRIAL BUILDINGS CORP

BLDG. NO. 2

BLDG. NO. 1

EL FLOOR 1ST STORY 94.50
BOTTOM OF BEAM 92.23

RESERVED BY
INDUSTRIAL BUILDINGS CORP

ENCLOSED AREA
AROUND
WATER
WHEEL

INSIDE OF WALL

INDUSTRIAL BUILDINGS CORP

RESERVED BY
INDUSTRIAL BUILDINGS CORP

RESERVED BY
INDUSTRIAL BUILDINGS CORP

RESERVED BY

INDUSTRIAL BUILDINGS

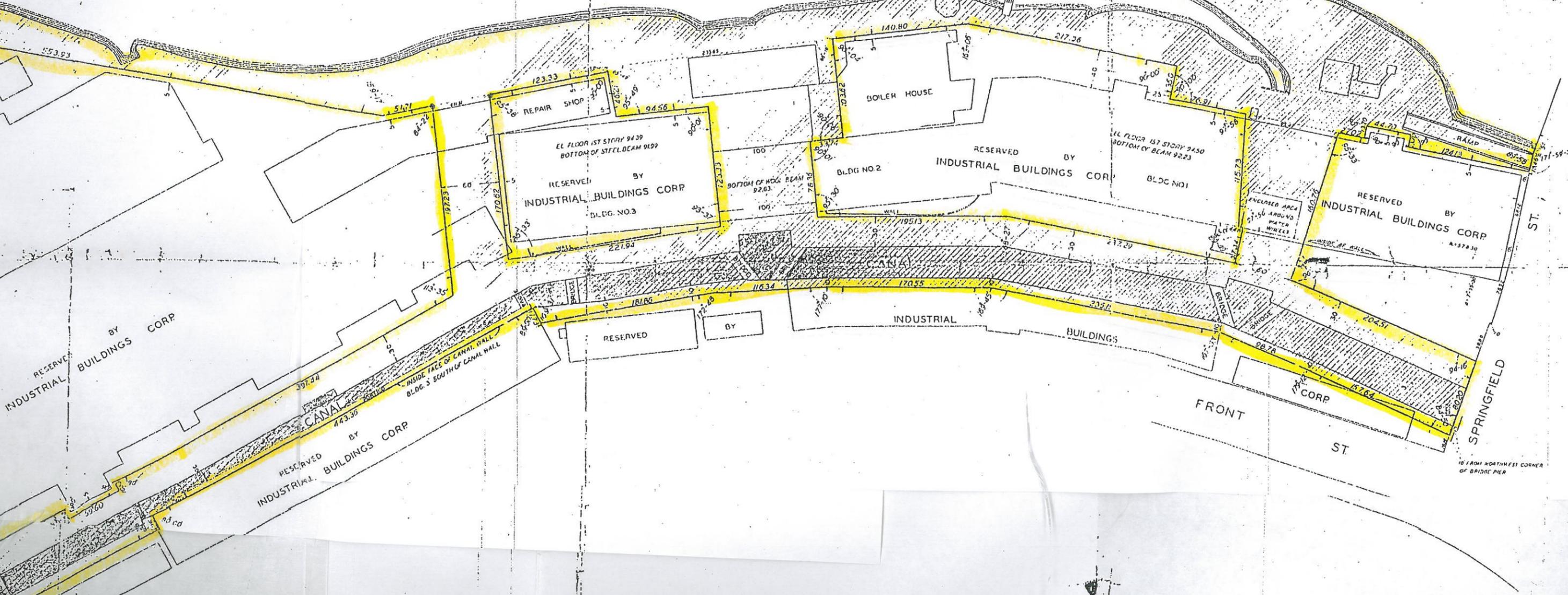
FRONT ST.

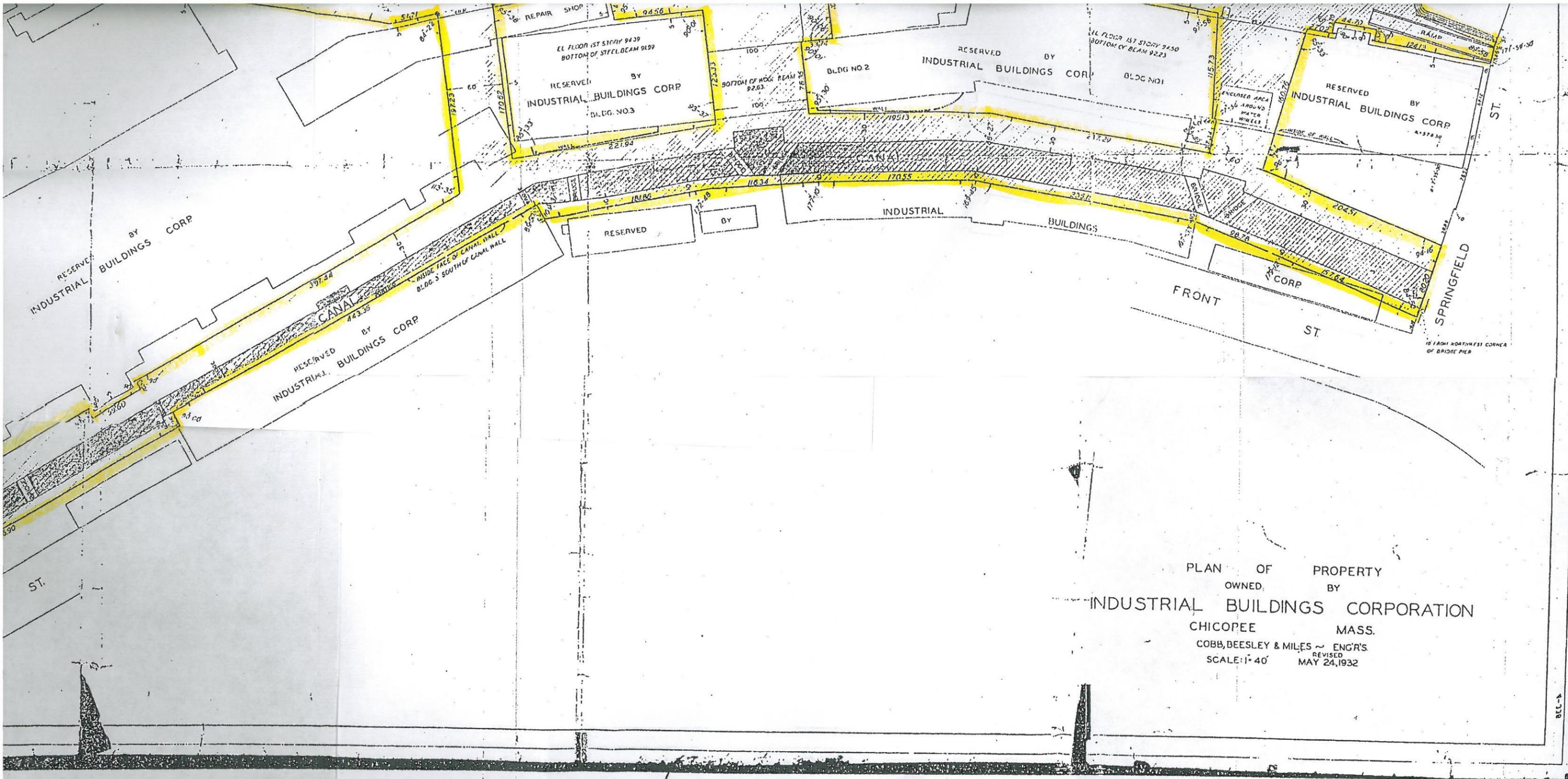
SPRINGFIELD ST.

10' FROM NORTHWEST CORNER OF BRIDGE PIER

CANAL

INSIDE FACE OF CANAL WALL
BLDG. S. SOUTH OF CANAL WALL





PLAN OF PROPERTY
 OWNED BY
INDUSTRIAL BUILDINGS CORPORATION
 CHICOPEE MASS.
 COBB, BEESLEY & MILES ENGR'S
 SCALE: 1" = 40' REVISED MAY 24, 1932

PLAN 12/104

4-32-A

IN WITNESS WHEREOF, the said WESTERN MASSACHUSETTS ELECTRIC COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and on its behalf on this 2/5 day of July, 1999.

Witness

Roberta D. Ottosen

Name

WESTERN MASSACHUSETTS ELECTRIC

By: J. B. Keane
John B. Keane

Its Vice President-Generation Divestiture

Carole J. Kobzycki

Name

Witness

Roberta D. Ottosen

Name

By: Randy A. Shoop
Randy A. Shoop

Its Assistant Treasurer-Finance

Carole J. Kobzycki

Name

Schedule A
Dwight Hydro Station

The following is a description of land and easements to be conveyed and easements to be reserved by this deed in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts.

Those certain pieces or parcels of land containing 18 acres, more or less, located northerly and southerly of the Chicopee River in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts. Said parcels being all the land acquired by Grantor from The Quinnehtuk Company in an instrument dated July 20, 1999, and being in turn all the remaining land that said Quinnehtuk Company acquired from Industrial Buildings Corporation in an instrument dated May 27, 1932 recorded in Book 1498 Page 311 in the Hampden County Registry of Deeds, as more particularly described in Exhibit A attached. All of the above-referenced deeds are referred to herein as the "Grantor's Deeds."

Together with all water rights acquired, if any, by The Quinnehtuk Company from Mary E. Gallagher dated October 24, 1955 recorded with said Deeds in Book 2448 Page 381, in deed recorded in Book 1498, Page 311, and in instruments recorded in Book 3072, Page 293, Book 4101, Page 396, Book 7076, Page 12 and Book 1783, Page 584, to the extent still in force and applicable.

Reserving, however, to the grantor and its successors, heirs and assigns the following rights and easements over and across the easement areas shown as Easement Areas A and B (collectively, the Easement Areas), on a two-sheet plan entitled "Dwight Hydro Separation Plan Showing Easement Areas to be Reserved by Western Massachusetts Electric Company - Chicopee, Mass.," dated July 16, 1998, Scale 1" = 200', Dwg. No. 75777A, a copy of which will be filed for record herewith in the Hampden County Registry of Deeds, and a reduced copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein:

1. The right to erect, install, construct, repair, maintain, replace, relocate, inspect, operate and remove upon, over, under, through and across the Easement Areas electrical and/or communication facilities, including without limitation: poles, towers, cross-arms, guys, foundations, anchors, braces, ducts, manholes, other structures, wires, cables, conductors, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric and/or communication service; and monuments and signs appropriate to locate the boundaries of the Easement Areas, and
2. The right to conduct electricity and to provide electric and/or communication service by means of such facilities, and
3. The right to trim and keep trimmed, cut, clear, control and remove by mechanical or other lawful means consistent with good utility practice, trees, limbs, branches,

underbrush and other growth (other than crops) any parts of which are within the Easement Areas or on the lands conveyed herein and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the facilities now or in the future constructed by the Grantor within the Easement Areas, and

4. The right to dispose, by any lawful means consistent with good utility practice, of all wood or brush cut, and
5. The right to enter upon, travel and transport personnel, materials and equipment over and across the existing driveway accessing the granted premises the extent reasonably necessary for access to the Easement Areas, and
6. The right to grade, excavate, fill or otherwise improve the Easement Areas, maintaining, in all events, a grade consistent with adjacent land.
7. By acceptance of this conveyance, the Grantee hereby agrees, as a covenant running with the land, that except upon written consent from the Grantor:
 - a) No new buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Easement Areas;
 - b) No grading, excavating, filling or flooding shall be placed within the Easement Areas; and
 - c) No trees or other plantings which might adversely affect underground facilities shall be placed within the Easement Areas.
8. No use shall be made of the Easement Areas which: (i) in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the facilities now or in the future installed by the Grantor within the Easement Areas; or (ii) in the opinion of the Grantee, may interfere with Grantee's rights and activities outside the Easement Areas.

Exhibit A
Legal Description
 Dwight Hydro Station

The land located in Chicopee in Hampden County, Massachusetts described as follows:

Parcel 1:

All right, title and interest of Industrial Buildings Corporation of record or by prescription or otherwise in and to the canal and tail race of Industrial Buildings Corporation leading from the easterly line of Depot Street in the City of Chicopee at a point about 90 feet southerly of the intersection of Depot Street and the location of the main line tracks of the Boston & Maine Railroad, to the Connecticut River, and any land adjacent thereto and situated west of the easterly line of Depot Street, including any land under the Connecticut River, together with all riparian rights of Industrial Buildings Corporation in the Connecticut River appurtenant to the foregoing lands. The premises described herein are shown on "Plan of Property owned by Industrial Buildings Corporation Chicopee, Mass. Cobb Beesley & Miles - Eng'rs" dated "May, 1932" recorded with said Deeds in Plan Book 12, Page 103.

Parcel 2

A certain parcel of land situated in the City of Chicopee between the Westerly line of Springfield Street and the easterly line of Depot Street bounded and described as follows:

Beginning at a point in the westerly line of Springfield distant northerly, sixteen and 15/100 (16.15) feet from the northerly line of Front Street, said point being also ten (10) feet southerly from the northwesterly corner of the new bridge pier at the southerly side of the canal wall: thence running Westerly in a line distant ten (10) feet southerly from the southerly wall of said canal, one hundred fifty-seven and 64/100 (157.64) feet; thence Westerly, making an exterior angle of 179°12' with the last course, in a line parallel with and ten (10) feet southerly from the southerly wall of said canal, ninety-eight and 78/100 (98.78) feet; thence Westerly, making an exterior angle with the last course of 167°33' in a line parallel to and distant ten (10) feet southerly from said southerly wall of said canal, two hundred thirty-six and 11/100 (236.11) feet; thence Westerly, making an exterior angle with the last course of 169°45' in a line parallel to and distant ten (10) feet southerly from the said southerly wall of said canal, one hundred seventy and 55/100 (170.55) feet; thence Westerly making an exterior angle with the last course of 177°10' one hundred sixteen and 34/100 (116.34) feet to a point distant ten (10) feet southerly from the southerly wall of said canal; thence Westerly,

making an exterior angle with the last course of $172^{\circ}48'$, one hundred eighty-one and $86/100$ (181.86) feet to a point in the easterly face of the easterly wall of the store house situated on the adjoining premises; thence Northerly, making an interior angle of $109^{\circ}31'$ with the last course, along the easterly face of said store house wall, seventeen and $73/100$ (17.73) feet to a point in the inside face of the southerly wall of the canal; thence Westerly; making an exterior angle of $89^{\circ}50'$ with the last course, four hundred forty-three and $36/100$ (443.36) feet along the inside face of said wall to a point in line with the westerly face of the westerly wall of said store house; thence Southerly at right angles with the last course, along said westerly wall, eighteen and $25/100$ (18.25) feet to a point; thence Westerly making an interior angle of $90^{\circ}05'$ with the last course four hundred thirty-six and $9/10$ (436.9) feet to a point in the easterly line of Depot Street, and point being distant thirty-nine and $67/100$ (39.67) feet northerly from the northeasterly corner of Depot and Front Streets; thence Northerly along the easterly line of Depot Street, making an interior angle of $88^{\circ}35'$ with the last course, two hundred twelve and $33/100$ (212.33) feet to a point twenty (20) feet northerly of the northerly wall of the tall race; thence Easterly, making an interior angle with the last course of $90^{\circ}27'$, sixty-three and $88/100$ (63.88) feet to a point; thence Southerly, making an interior angle with the last course of $90^{\circ}42'$ in a line parallel to and distant thirty (30) feet easterly from the easterly wall of the canal, one hundred twenty-four and $23/100$ (124.23) feet to a point; thence Southerly and Easterly by a curve to the left of twenty (20) feet radius, thirty-one and $51/100$ (31.51) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly in a line tangent with the last course, and parallel to the northerly wall of said canal, two hundred seventy and $37/100$ (270.37) feet to a point; thence Southerly at right angles with the last course, ten and $53/100$ (10.53) feet to a point; thence Easterly at right angles to the last course, fifty-nine and $6/10$ (59.6) feet to a point; thence Northerly at right angles to the last course, ten and $53/100$ (10.53) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly at right angles to the last course, and parallel to the northerly wall of said canal, three hundred ninety-seven and $44/100$ (397.44) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Northerly, making an exterior angle with the last course of $113^{\circ}35'$, one hundred ninety-seven and $23/100$ (197.23) feet to a point distant five (5) feet northerly from the northerly wall of the repair shop, said point being hereinafter referred to as point of reference NO. 1; thence Westerly by an exterior angle of $84^{\circ}22'$, fifty-one and $71/100$ (51.71) feet in a line parallel to the northerly wall of said repair shop; thence Northwesterly making an interior angle of $159^{\circ}17'$ with the last course, five hundred fifty-three and $93/100$ (553.93) feet to a point in the easterly line of the right of way of the Boston & Maine Railroad; thence Northerly, making an interior angle with the last course of $76^{\circ}19'$ along the easterly line of said Boston & Maine Railroad to the Chicopee River; thence Easterly along said Chicopee River to the westerly line of Springfield Street; thence Southerly along the westerly line of Springfield Street to a drill hole about five (5) feet southerly of the southerly bank of said Chicopee River at an angle in said street; thence Southerly and continuing along the westerly line of said Springfield Street making an

exterior angle of $171^{\circ}59'30''$ with the last course; eighteen and $46/100$ (18.46) feet to a point distant five (5) feet northerly from the line of the northerly wall of No. 1 mill, so-called, extended easterly; thence Westerly making an interior angle with the last course of $89^{\circ}58'$ in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, one hundred twenty-four and $13/100$ (124.13) feet; thence Northerly at right angles with the last course, thirteen and $7/10$ (13.7) feet; thence Westerly at right angles with the last course, forty-four and $7/10$ (44.70) feet; thence Southerly at right angles with the last course, thirteen and $7/10$ (13.7) feet; thence Westerly at right angles with the last course in a line parallel to and five (5) feet northerly from the northerly wall of said No. 1 mill, twenty-seven and $2/100$ (27.02) feet to a point, said point being hereinafter referred to as point of reference No. 2; thence Southerly making an exterior angle with the last course of $95^{\circ}33'$ one hundred sixty and $76/100$ (160.76) feet to a point thirty (30) feet northerly of the northerly wall of said canal; thence Easterly making an exterior angle with the last course of $96^{\circ}15'$ in a line parallel to and distant thirty (30) feet northerly from the northerly wall of said canal, two hundred four and $51/100$ (204.51) feet to the westerly line of Springfield Street; thence Southerly making an interior angle with the last course of $94^{\circ}16'$ along the westerly side of Springfield Street, eighty and $2/10$ (30.2) feet to the point of beginning.

Excepting from the above described property, two parcels of land and the buildings thereon described as follows:

FIRST PARCEL RESERVED: The point of beginning is located sixty and $31/100$ (60.31) feet easterly from the point of reference No. 1 hereinbefore mentioned, said distance being measured in a line which is a production easterly of the course bearing westerly from said point of reference No. 1, with a distance of fifty-one and $71/100$ (51.71) feet; thence from the point of beginning the first course runs Easterly in a line parallel to and distant five (5) feet northerly from the northerly wall of the repair shop, one hundred twenty-three and $33/100$ (123.33) feet; thence Southerly at right angles with the last course, in a line parallel to and distant five (5) feet easterly from the easterly wall of said repair shop, forty-six and $21/100$ (46.21) feet to a point five (5) feet northerly of the northerly wall of No. 3 mill; thence Easterly making an exterior angle of $95^{\circ}49'$ in a line parallel to the northerly wall of said No. 3 mill and five (50) feet distant therefrom, ninety-four and $56/100$ (94.56) feet to a point in line with an easterly wall of said No. 3 mill; thence Southerly, making an interior angle with the last course of $90^{\circ}01'$ along the easterly wall of said No. 3 mill and an extension thereof, one hundred twenty-three and $33/100$ (123.33) feet, to a point distant five (5) feet southerly from the southerly wall of said No. 3 mill; thence Westerly making an interior angle with the last course of $93^{\circ}37'$ two hundred twenty-one and $94/100$ (221.94) feet to a point which is sixty (60) feet distant from the course in the hereinbefore described parcel which has a distance of one hundred ninety-seven and $23/100$ (197.23) feet; thence Northerly making an interior angle with the last course of $86^{\circ}33'$ in a line parallel to the above mentioned one hundred ninety-seven and $23/100$ (197.23) foot

course one hundred seventy and 62/100 (170.62) feet to the point of beginning; the last course making an interior angle with the first course of 95°38'.

SECOND PARCEL RESERVED: The point of beginning is located five (5) feet northerly of the northwesterly wall of No. 1 mill, so-called, and distant ninety-five and 47/100 (95.47) feet westerly from the point of reference No. 2 hereinbefore mentioned, and is in the production westerly of the twenty-seven and 2/100 (27.02) foot course terminating at the point of reference No. 2 above mentioned. The first course runs Southerly by a course making an interior angle of 97°58' with the production of said 27.02 foot course one hundred fifteen and 73/100 (115.73) feet to the inside face of the southerly basement wall of No. 1 mill; thence running Easterly along said inside face of said wall, four and 46/100 (4.46) feet to a point in line with the easterly face of the easterly wall of the tower of No. 1 mill produced northerly to the inside wall of said No. 1 mill, making an exterior angle of 97°56' with the last course; thence running Southerly along said easterly face of said tower wall, making an interior angle with the last course of 90°01' thirty-seven and 34/100 (37.34) feet to a point; thence Westerly making an interior angle of 59°49' with the last course, is a line parallel to and distant thirty (30) feet northerly from the northerly wall of said canal, one hundred ninety-five and 13/100 (195.13) feet to a point distant one hundred (100) feet easterly from the one hundred twenty-three and 33/100 (123.33) foot course in the first parcel reserved; thence Northerly making an interior angle with the last course of 95°30' in a line one hundred (100) feet distant from and parallel to the said one hundred twenty-three and 33/100 (123.33) foot course, seventy-eight and 36/100 (78.36) feet to the northerly face of the northerly wall of No. 2 mill; thence Easterly making an interior angle with the last course of 90°01' along the northerly wall of No. 2 mill, thirty-three and 74/100 (33.74) feet; thence Northerly by an exterior angle of 90°06' one hundred three and 62/100 (103.62) feet; thence Easterly by an interior angle of 90°04' in a line parallel to and distant five (5) feet northerly from the northerly wall of the boiler house, one hundred forty and 8/10 (140.8) feet; thence Easterly by an interior angle of 163°06' in a line parallel to and distant forty (40) feet northerly from the main northerly wall of No. 1 mill, two hundred seventeen and 36/100 (217.36) feet; thence Southerly at right angles with the last course, thirty-five (35) feet to a point distant five (5) feet northerly from the northerly wall of said No. 1 mill; thence Easterly at right angles with the last course, in a line parallel to and distant five (5) feet northerly from the northerly wall of said No. 1 mill, seventy-six and 91/100 (76.91) feet to the point of beginning; the last course being a production of said 27.02 foot course. The above described premises under this heading (5) are shown on plan entitled "Plan of property owned by Industrial Buildings Corporation", Cobb, Beesley & Miles, Engineers, dated May 24, 1932 and recorded in Plan Book 12, Pages 102-104.

For Grantor's title to Parcels 1 and 2, see deed of Industrial Buildings Corporation to The Quinnetuk Company dated May 27, 1932, recorded in Book 1498, Page 311, and deed of The Quinnetuk Company to Western Massachusetts Electric Company dated July 20, 1999,

and recorded herewith.

Excepting therefrom the land described in the following deeds:

The "Mill Building" as set forth in a deed of Industrial Buildings Corporation, dated May 27, 1932 and recorded in the Hampden County Registry of Deeds in Book 1498, Page 311.

Excepting that parcel of land conveyed to Industrial Buildings Corporation by deed dated November 2, 1964 recorded in Book 3072, Page 293, subject to the reservations contained therein.

Excepting that parcel of land conveyed to Mae E. Davis by deed dated February 5, 1975 recorded in Book 4101, Page 396; said parcel being shown on a plan recorded in Plan Book 156, Page 85, subject to the reservations and easement rights contained therein.

Excepting that parcel of land conveyed to Jeffrey B. Sagalyn and Daniel S. Burack by deed dated January 18, 1989 recorded in Book 7076, Page 12, subject to the reservation contained therein.

By this deed the Grantor means and intends to convey, and does hereby convey, to the Grantee all its right, title and interest in the land, including the land described herein, (whether or not one or more parcels) conveyed to the Grantor by the Grantor's Deeds, together with all its right, title and interest, if any, in the rights and the easements conveyed to the Grantor by the Grantor's Deeds whether or not specifically described in this deed, but subject to the rights and easements reserved to the Grantor herein or appurtenant to the rights and easements reserved to the Grantor herein.

Exhibit B
Reserved Easement Areas
Dwight Hydro Station

Reduced copies of Reserved Easement Areas shown on a plan entitled "Dwight Hydro Separation Plan Showing Easement Areas to be Reserved by Western Massachusetts Electric Company - Chicopee, Mass.", dated July 16, 1998, Scale 1"=200', Dwg. No. 75777A, a copy of which will be filed for record herewith in the Hampden County Registry of Deeds.

[See reduced plan sections attached.]

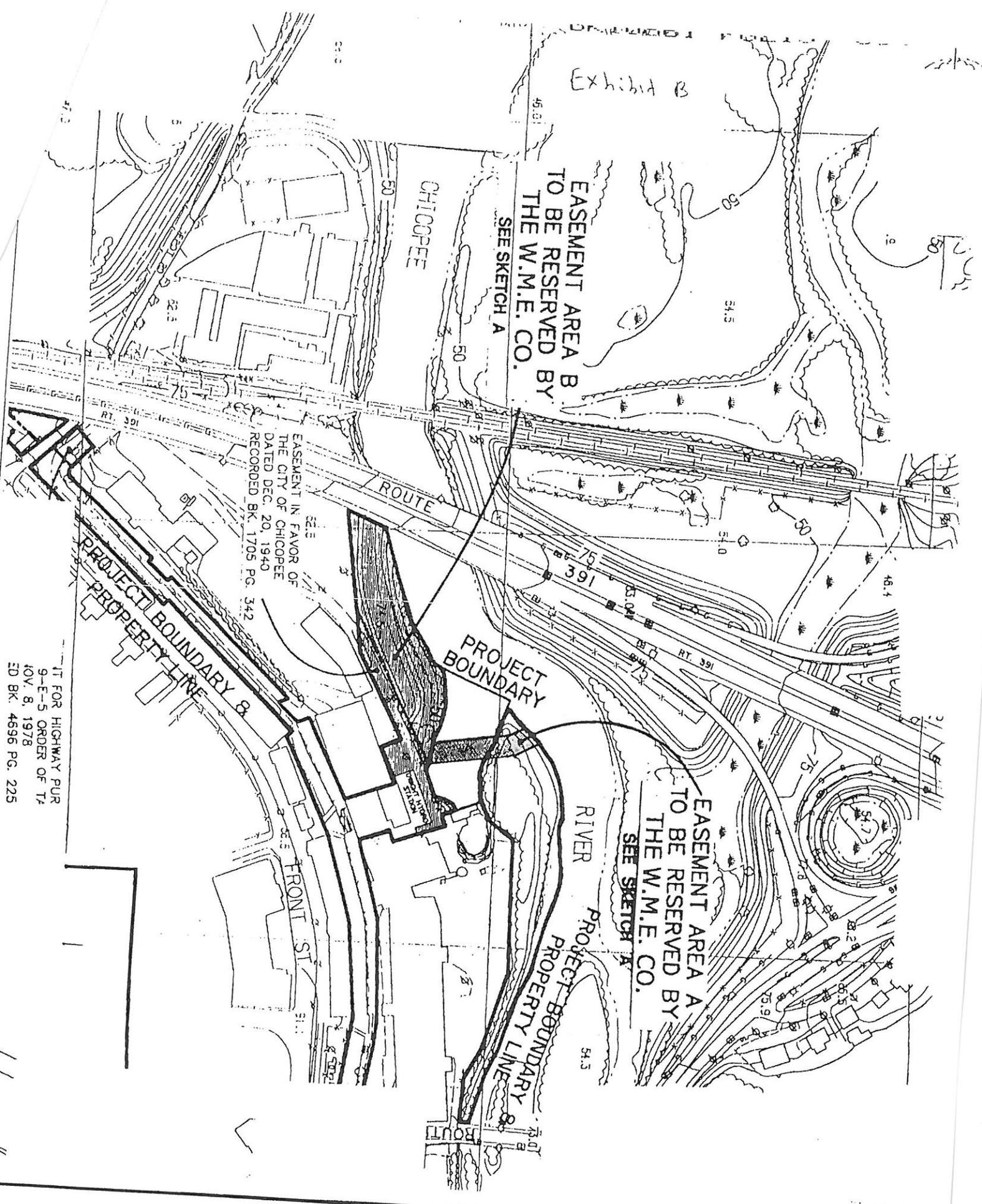
Exhibit B

EASEMENT AREA B
TO BE RESERVED BY
THE W.M.E. CO.
SEE SKETCH A

EASEMENT IN FAVOR OF
THE CITY OF CHICOPPEE
DATED DEC. 20, 1940
RECORDED BK. 1705 PG. 342

EASEMENT AREA A
TO BE RESERVED BY
THE W.M.E. CO.
SEE SKETCH A

IT FOR HIGHWAY PUR
9-E-5 ORDER OF T2
NOV. 8, 1978
ED BK. 4596 PG. 225



Schedule B
Incumbrances
Dwight Hydro Station

The land conveyed herein is subject to the following:

Reservations, easements, rights of way, conditions and restrictions all as set forth in a deed dated May 27, 1932 and recorded in the Hampden County Registry of Deeds in Book 1498, Page 311; as affected by a right of way and other burdens set forth in an instrument dated December 10, 1943 recorded in Book 1783, Page 584, as further affected by terms of an Agreement recorded in Book 8550, Page 585, as further affected by terms of a Partial Release of Rights recorded in Book 3349, Page 449.

Easement rights for the construction of a dike granted to the United States of America and the City of Chicopee by instrument dated December 20, 1940 recorded in Book 1705, Page 342.

Order of Taking by the Commonwealth of Massachusetts for the layout of Route 391 by instrument recorded in Book 4696, page 225 and as shown on a plan recorded in Plan Book 181, Pages 96-115.

Easement rights granted to New England Telephone & Telegraph Company by instrument dated April 24, 1961 recorded in Book 2846, Page 154.

Storm drain easement of the City of Chicopee pursuant to a Taking recorded in Book 5386, Page 158.

Order of Conditions issued by the City of Chicopee Conservation Commission and recorded in Book 8124, Page 484 as affected by an Amended Order of Conditions recorded in Book 8596, Page 147.

Indenture by and between the City of Chicopee and The Quinnehtuk Company for the relocation of Grape Street and construction of a bridge by instrument recorded in Book 1780, Page 236.

Easement rights granted to the City of Chicopee for sewer purposes by instrument dated May 20, 1968 recorded in Book 3349, Page 493.

License permits were issued to WMECO by the Commonwealth of Massachusetts for construction of power lines and the maintenance of a dam in the Chicopee River by instrument recorded in Book 7523, Page 361 and in Book 7531, Page 511.

Order of Conditions recorded in Book 5799, Page 273.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

June 24, 1999

TO WHOM IT MAY CONCERN:

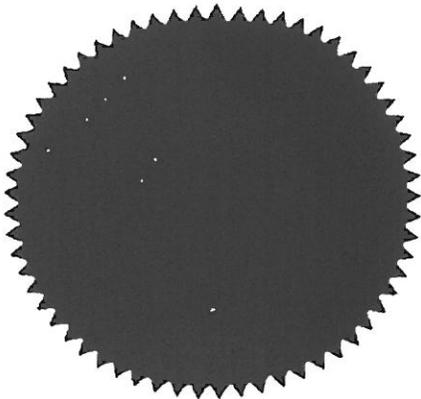
I hereby certify that the records of this office show that

Greenfield Electric Light and Power Company
was incorporated under the General Laws of this Commonwealth on
December 30, 1886

I further certify that by articles of amendment filed on December 28, 1933
the name of said corporation was changed to

Western Massachusetts Electric Company

and said corporation still has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

jhu

The Commonwealth of Massachusetts

FEE: \$85.00

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512 999721236

Telephone: (617) 727-9640

NOTE: PLEASE TYPE OR PRINT CLEARLY | INSTRUCTIONS ON OTHER SIDE.

MASSACHUSETTS CORPORATION ANNUAL REPORT

Federal Identification No. 04-1961130

1. The exact name of the corporation is: WESTERN MASSACHUSETTS ELECTRIC COMPANY

2. Location of its principal office in Massachusetts: 174 Brush Hill Avenue (number & street)

West Springfield Massachusetts 01089 (city or town) (state) (zip)

NOTE: If corporation is organized wholly to do business outside Massachusetts, state location of that office also: (number & street) (city or town) (state) (zip)

3. Name and Address of the Resident Agent, if any: Patricia A. Wood (name)

174 Brush Hill Avenue West Springfield Massachusetts 01089 (number & street) (city or town) (state) (zip)

4. Date of the end of the last fiscal year was: December 31, 1998 (month) (day) (year)

5. Check here if the corporation stock is publicly traded: Applies to Preferred Stock Only.

6. The capital stock of each class as of the end of its last fiscal year was:

CLASS OF STOCK	PAR VALUE PER SHARE STATE, IF NO PAR	TOTAL AUTHORIZED BY ARTICLES OF ORGANIZATION OR AMENDMENTS		TOTAL ISSUED AND OUTSTANDING
		Number of Shares	Total Par Value	Number of Shares
COMMON:	\$25.00	1,072,471	26,811,775	1,872,471
PREFERRED:	\$100.00	1,000,000	100,000,000	200,000
	\$25.00	3,600,000	90,000,000	720,000

7. State the names and addresses of the officers specified below and of all the directors of the corporation, and the date on which the term of office of each expires:

OFFICERS	NAME	ADDRESS Number, Street, City or Town, State, Zip Code	EXPIRATION OF TERM
PRESIDENT	SEE ATTACHED PAGES	SEE ATTACHED PAGES	Term of all Officers and Directors expires at Annual Meeting in 1999
TREASURER			
CLERK			
DIRECTORS			

I, the undersigned O. Kay Comendul being the Assistant Clerk of the above-named corporation, in compliance with the General Laws, Chapter 156B, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 10th day of FEBRUARY, 1999.

SIGNATURE: O. Kay Comendul TITLE: Assistant Clerk

CONTACT PERSON: Marion C. Bloomquist CONTACT PERSON TELEPHONE #: (860) 665-3435

STATE OF MASSACHUSETTS ANNUAL REPORT
DIRECTORS AND OFFICERS
WESTERN MASSACHUSETTS ELECTRIC COMPANY

Western Massachusetts Electric Company

JANUARY 28, 1999

EXPIRATION OF TERM
Annual Meeting 1999

DIRECTORS

John H. Forsgren
Primary Address: Director
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Bruce D. Kenyon
Primary Address: Director
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Hugh C. MacKenzie
Primary Address: Director
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Michael G. Morris
Primary Address: Director
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

OFFICERS

Michael G. Morris
Primary Address: Chairman
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Hugh C. MacKenzie
Primary Address: President
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Bruce D. Kenyon
Primary Address: President-Nuclear Group
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

John H. Forsgren
Primary Address: Executive Vice President and Chief Financial Officer
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Cheryl W. Grise
Primary Address: Senior Vice President, Secretary, Assistant Clerk and General Counsel
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Western Massachusetts Electric Company

Vice President and Chief Administrative Officer

Western Massachusetts Electric Company
174 Brush Hill Road
West Springfield, MA 01089

David H. Bogdanowski
Primary Address:

Vice President-Energy Delivery

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

John R. Keane
Primary Address:

Vice President-Administration

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Kerry J. Kahlman
Primary Address:

Vice President-Customer Operations

Western Massachusetts Electric Company
174 Brush Hill Avenue
West Springfield, MA 01089

David R. McHale
Primary Address:

Vice President and Treasurer

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

William J. Madson
Primary Address:

Vice President-Fossil/Hydro Engineering and Operations

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

John J. Roman
Primary Address:

Vice President and Controller

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Lisa J. Thibodeau
Primary Address:

Vice President-Rates, Regulatory Affairs and Compliance

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Dennis E. Welch
Primary Address:

Vice President-Environmental, Safety and Ethics

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Roger C. Zakinkiewicz
Primary Address:

Vice President-Transmission and Distribution

Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Patricia A. Wood
Primary Address:

Clerk

Western Massachusetts Electric Company
174 Brush Hill Road
West Springfield, MA 01089

Electric Company

Primary Address:

Assistant Clerk
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

O. Kay Comendal
Primary Address:

Assistant Clerk
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Deborah L. Canyock
Primary Address:

Assistant Controller-Management Information and Budgeting Services
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Earl A. Mahler
Primary Address:

Assistant Controller-Accounting Services
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Thomas V. Foley
Primary Address:

Assistant Secretary
Holyoke Water Power Company
One Canal Street
Holyoke, MA 01040

Margaret L. Merton
Primary Address:

Assistant Secretary
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Robert C. Aronson
Primary Address:

Assistant Treasurer-Treasury Operations
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

Randy A. Sheep
Primary Address:

Assistant Treasurer-Finance
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06067

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS