

Middlesex North Registry of Deeds

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MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
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Ctrl# Doc# 00006681
Fee: \$.00 cons: \$1.00

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made and shall be effective as of the 1st day of March, 2023, by and between (i) the **Middlesex Canal Association**, a nonprofit corporation with an address at 71 Faulkner Street, Billerica, MA 01862 (the "Association"), and (ii) **Pace Industries, LLC**, a Delaware limited liability company with an address at 28100 Cabot Drive, Suite 200, Novi, MI 48377 ("Pace").

BACKGROUND RECITALS

WHEREAS, Pace is the owner of that certain property located in Billerica, Massachusetts situated contiguous to the Concord River and more particularly described on Exhibit A hereto (the "**Cambridge Tool Lots**"), by Deed of Leggett & Platt, Incorporated to L&P Aluminum Holdings, LLC, dated March 27, 2008 and recorded with the Middlesex North Registry of Deeds (the "**Registry**") in Book 22079, Page 41, as affected by an Affidavit to Reflect Name Change on Public Records from L&P Aluminum Holdings, LLC to Pace Industries, LLC, dated July 17, 2008 recorded with the Registry at Book 22332, Page 6;

WHEREAS, the Association is the owner of certain property located nearby (and formerly constituting a portion of) the Cambridge Tool Lots, such property being commonly known and numbered as 2 Old Elm Street, Billerica, Massachusetts and more particularly described in the Deed conveying the same to the Association granted by Pace, dated February 5, 2014 and recorded in the Registry in Book 28036, Page 214, a copy of which Deed is attached hereto as Exhibit B (the "**Association Parcel**");

WHEREAS, the Association is desirous of restoring the existing building located upon the Association Parcel for re-development and use as a museum and visitors' center in accordance with certain zoning relief obtained from the Billerica Zoning Board of Appeals for such use and all other applicable laws and regulations (the "**Museum**"); and

WHEREAS, Pace has agreed to grant certain easements and other rights to the Association, as appurtenant to the Association Parcel and burdening certain portions of the Cambridge Tool Lots, in connection with the Association's re-development of the Association Parcel and operation of the Museum, as all such rights and easements are more particularly described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pace and the Association hereby agree as follows:

1. **Easement Rights**. Pace hereby grants unto the Association, with quitclaim covenants (but subject in all events to all existing mortgages and other encumbrances of record in the Registry), as appurtenant to the Association Parcel, the following rights and easements, to use in common with Pace and others entitled to use the same by instruments duly recorded in the Registry:

(a) **Parking/ Road Access**. The non-exclusive right and easement to use that portion of the Cambridge Tool Lots shown as a portion of "Parcel B" and identified as "Parking

Area” (“**Easement Area 1**”) on the Plan entitled “Notice of Intent Plan”, a copy of which is attached hereto as Exhibit C (the “**Easement Plan**”) for the purposes of (i) vehicular and pedestrian access therefrom to any adjacent roads, sidewalks or other of facilities generally available for public use, and (ii) the limited parking of passenger vehicles within Easement Area 1 in connection with the operation of the Museum, as more particularly set forth below in this Section 1 (a) (sometimes hereinafter collectively referred to as the “**Parking Rights**”). The Parking Rights include the Association’s right to permit others, including its employees, contractors, visitors, guests and invitees, to park up to nine (9) passenger vehicles within those specific parking spaces designated therefor within Easement Area 1 as shown on the Easement Plan. The Association shall, at its sole cost without contribution from Pace, construct, repair, replace, maintain, and generally improve the designated access lanes and parking areas, and the foregoing maintenance and repair obligations shall in all events include, without limitation, (i) the repair of the existing pavement and/or the periodic re-paving of Easement Area 1, as is deemed necessary by Pace from time to time for the lawful use of Easement Area 1 in the exercise the Parking Rights in the ordinary course and customary manner, and (ii) the periodic striping and identification of all permitted parking spaces (including proper identification of all handicap accessible parking spaces), as described and shown on the Easement Plan (or on the more detailed Construction Plans and Specifications hereinafter defined and described) or otherwise upon consent by Pace, in its sole discretion. The foregoing parking areas and related improvements to be constructed within Easement Area 1 shall include the creation of a number of handicap accessible parking spaces not less than is required by law. Upon completion of the above-described improvements within Easement Area 1 and the creation of the nine (9) designated parking spaces therein, the Association shall have the further temporary right, exercisable in connection with certain specially scheduled events held at the Museum (or upon another schedule agreed to by the parties), and Pace hereby grants a revocable license to the Association, separate and distinct from the Parking Rights, to permit others, including its employees, contractors, visitors, guests and invitees, to park up to eighteen (18) additional passenger vehicles within the remainder of the parking lot owned by Pace and located adjacent to Easement Area 1 (the “**Pace Overflow Lot**”) so long as the Association’s proposed use of the Pace Overflow Lot does not conflict with Pace’s then-use (or scheduled use) of the Pace Overflow Lot, or otherwise interfere with the parking requirements of Pace relative to its continued operation of its business at the Cambridge Tool Lots, all in the sole discretion of Pace. Should the Association desire to host an event at the Museum that requires more than the nine (9) parking spaces located within Easement Area 1, the Association shall, prior to each event hosting, provide written notice to Pace, and upon such notice, Pace shall promptly consider the request and advise the Association whether or not it can accommodate the requested use of the Pace Overflow Lot. The license granted by Pace herein is revocable at the election of Pace in its sole discretion upon not less than three (3) days’ prior written notice to the Association.

(b) Footbridge/ Landing. The non-exclusive right and easement to use that portion of the Cambridge Tool Lots shown on the Easement Plan (“**Easement Area 2**”) for purposes of constructing, repairing, replacing and maintaining, at its sole cost without contribution from Pace, a pedestrian “footbridge” over that portion of the canal (including any portion owned by Pace) separating the Association Parcel from that portion of the remainder of the Cambridge Tool Lots constituting “Easement Area 1” on the Easement Plan, the so-called landing for one end of such footbridge to be as shown on the Easement Plan within Easement Area 2. The foregoing footbridge shall be constructed by the Association pursuant to and as described in the Construction Plans and Specifications. Upon completion of the footbridge, the Association shall have the right to permit others, including its employees, contractors, visitors, guests and invitees, to pass and repass

over Easement Area 2 and otherwise utilize the footbridge in the ordinary course for its intended purpose.

(c) Vestibule/Deck Overhang. The non-exclusive right and easement to use that portion of the Cambridge Tool Lots shown on the Easement Plan (“**Easement Area 3**”) for the purposes of constructing, repairing, replacing and maintaining, at its sole cost without contribution from Pace, a vestibule or entry deck to the Museum (the “**Entry Deck**”), which Entry Deck shall, in part, hang over that portion of the canal owned by Pace and constituting Easement Area 3 located adjacent to the Association Parcel, all as shown on the Easement Plan. The Entry Deck shall be constructed by the Association pursuant to and as described in the Construction Plans and Specifications. In connection therewith, the Association shall have the right to permit others, including its employees, contractors, visitors, guests and invitees, to pass and repass over the Easement Area 3 and otherwise utilize the Entry Deck in the ordinary course for its intended purpose.

(d) Easement Areas 1, 2 and 3 are collectively the “Easement Areas”.

2. Prior Notice; Work Approvals and Standards. With respect to each of the Easement Areas set forth in this Agreement, the Association, agrees that: (a) at least ninety (90) days prior to performing any work in, on, over or under the Easement Areas, the Association shall submit formal plans and specifications to Pace (the “**Construction Plans and Specifications**”) in sufficient detail and otherwise in form and substance satisfactory to Pace, and the written approval of Pace, in its sole discretion, shall be required prior to commencing any such work, and such work performed shall be of a reasonable commercial quality consistent with industry standards and similar improvements then located on the remainder of the Cambridge Tool Lots, if any, and otherwise be in accordance with the requirements and other conditions therefor set forth in this Agreement; (b) access for pedestrian and passenger vehicle traffic over the Easement Areas by Pace and others entitled thereto shall not be unreasonably restricted and the use of the Easement Areas by Pace and others entitled thereto shall not be in any way materially impaired by the Association’s work; (c) the quality of any improvements constructed by the Association within the Easement Areas shall be substantially similar in all respects to the improvements on or in the portion of the Easement Areas being disturbed by such construction to the extent applicable; (d) the right of the Association to make any excavation as may be reasonable and proper and to maintain, repair, install and replace any improvements constructed by the Association within the Easement Areas is expressly subject to the obligation of the Association to properly backfill any such excavation and restore the surface of the land affected thereby to as good a condition as existed prior to the excavation, including, without limitation, repaving thereof as the same had been paved; (e) all work performed and improvements installed within the Easement Areas shall be completed and maintained in accordance with all applicable laws, standards, regulations, orders and rules of all governmental authorities having jurisdiction thereover (collectively, “**Applicable Laws**”); (f) any work within the Easement Areas shall be carried out in such manner so as to minimize interference, during such construction, with the conduct and operation of the business of Pace (or its successors) conducted from time to time on the Cambridge Tool Lots.

3. Required Improvements. In connection with the rights granted to the Association in furtherance of its goal to create and subsequently operate the Museum, the Association hereby agrees that it shall, at a minimum, be obligated to construct and install on the Cambridge Tool Lots those parking areas and other improvements specified in Section 1(a) and

Section 1(c) of this Agreement and as shown on the Easement Plan, as all such improvements shall be more particularly described in the Construction Plans and Specifications to be approved by Pace, as hereinbefore described.

4. **Certain Termination Rights.** In the event that the Association fails (i) to commence construction of the improvements as described in Section 1(a) and Section 1(c) (expressly excluding the footbridge and related work described in Section 1(b)) within twelve (12) months of the date hereof or (ii) fails to substantially complete all such construction so commenced within twenty-four (24) months of the date hereof, then, Pace, in the exercise of its sole and absolute discretion, may by notice to the Association terminate this Agreement by an instrument recorded in the Registry, whereupon all rights and privileges granted to or for the benefit of the Association under this Agreement shall cease and terminate with the same effect as if the same had never been granted. Notwithstanding any other provision of this Agreement to the contrary, Pace may also elect, in its sole and absolute discretion, to terminate this Agreement, as aforesaid, in the event that the Association Parcel shall cease to be used as a Museum or for another non-profit and/or charitable purpose acceptable to Pace in its sole discretion.

4. **Maintenance.** In consideration of the foregoing, the Association shall, at all times, maintain the Easement Areas and all improvements located therein in good repair, order and condition, in order to ensure the safety, convenience and comfort of the Association and its visitors, guests and invitees, making all necessary repairs and replacements. All costs related thereto shall be borne exclusively by the Association. In the event the Association shall at any time fail to perform or pay the cost of such maintenance or repairs, which failure continues for a period of thirty (30) days after the giving of written notice thereof by Pace, Pace may, but shall not be obligated, thereafter perform such maintenance or repairs (such right of performance to be in addition to any other remedies granted hereunder or otherwise available to Pace at law, in equity or otherwise), and any reasonable amount paid or any contractual liability incurred by Pace in so doing shall be deemed paid or incurred for the account of the Association, and the Association shall reimburse Pace for same within thirty (30) days of receipt of demand together with reasonable evidence of such amounts or liability. In the event that Pace chooses to not perform such maintenance or repairs, or if Pace does perform such maintenance or repairs and the reimbursement of costs and expenses incurred by Pace pursuant to this Section 4 is not made within such thirty (30) day period, Pace, in either case, (in addition to any other remedies granted hereunder or otherwise available to Pace at law, in equity or otherwise) in the exercise of its sole and absolute discretion, may by notice to the Association terminate this Agreement by an instrument recorded in the Registry, whereupon all rights and privileges granted to or for the benefit of the Association under this Agreement shall cease and terminate with the same effect as if the same had never been granted. In the event that suit is brought to collect such costs and expenses, the prevailing party shall be entitled to reimbursement by the non-prevailing party of any and all costs and expenses incurred by the prevailing party in connection with such suit, including, without limitation, reasonable attorneys' fees and court costs.

5. **Indemnification; Insurance Requirements.** The Association agrees to indemnify, defend and hold Pace harmless from and against any and all claims, losses, liens, liabilities, costs, damages and expenses of every kind concerning property damage or personal injury or otherwise resulting from, arising out of, or in connection with: (i) the exercise of the rights and easements granted hereunder for the benefit of the Association, (ii) the failure to pay for work performed pursuant to this Agreement, (iii) liens filed by contractors of the Association

performing work for the Association within the Easement Areas or elsewhere upon the Cambridge Tool Lots, and (iv) any and all use, activities or events of any nature whatsoever occurring within the Easement Areas or elsewhere, upon the Cambridge Tool Lots, by the Association, its employees, contractors, visitors, guests or invitees, or with respect to any other aspect of the operation of the Museum.

All improvements installed or work performed in, to, over, on, across or under any of the Easement Areas created under this Agreement shall be done in accordance with all Applicable Laws; and, except as may be expressly provided otherwise in this Agreement, any and all work performed by or for the benefit of the Association pursuant to this Agreement shall be at the Association's sole cost and expense. The Association further agrees to cause each contractor performing any such work to obtain, and maintain in full force in effect, liability insurance in accordance with Applicable Laws and in such amounts as are then customary given the nature of work to be performed, provided, that, in no event shall any such policy provide less than One Million Dollars (\$1,000,000.00) of coverage for personal injury and property damage. The Association shall also obtain and maintain in full force and effect for the full duration of this Agreement commercial general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) for personal injury and property damage, all such insurance to be in form and substance as a reasonably acceptable to Pace. All such policies shall name Pace as an "additional insured" and shall provide that same cannot be cancelled, or reduced in coverage, without not less than thirty (30) days written notice to Pace; and certificates evidencing all such insurance coverage shall be delivered to Pace prior to the commencement of any such work.

6. **Reservations.** Pace hereby reserves to itself and its successors and assigns, the continuing and permanent right to construct and reconstruct, maintain, repair, replace and remove, over, under and upon any of the Easement Areas created under this Agreement such parking areas, access routes, utility connections and related infrastructure and improvements, including, but not limited to, sidewalks, curbs, utility lines, cables, wires, conduits, pipes, mains, poles of every nature and description, drainage systems, man holes, as Pace, in its sole discretion, deems necessary or desirable, together with the right to plant, replant, cut down, remove and trim, such trees, bushes, underbrush or other growth as Pace may deem necessary or desirable, provided that the enjoyment of each of the Easement Areas for the purposes granted herein is not in any material way permanently impaired by Pace's exercise of the reservations contained herein.

7. **Successors and Assigns.** The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall be perpetual, unless terminated by Pace as provided herein or by the consent of all parties hereto pursuant to a writing duly recorded, and shall be deemed to run with the land and shall bind and inure to the benefit of the parties, their respective heirs, administrators, legatees, devisees, successors and assigns, and all such rights, easements and obligations shall burden the specific lots identified hereinbefore. Such agreements, conditions, covenants and restrictions shall be unaffected by any change in the ownership of the Cambridge Tool Lots or by any demolition, reconstruction, expansion or other circumstance affecting the Association Parcel except as otherwise expressly set forth in this Agreement.

8. **Further Assurances.** The parties hereby further agree that they will execute and

deliver, or cause to be executed and delivered, such other documents and instruments as may be reasonably necessary to perfect the transfer of easements and rights conveyed by this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and shall supersede all prior oral and written communications, proposals, negotiations, representations, understandings, agreements, contracts and the like between the parties in respect of such subject matter.

10. **Notices.** Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Lease shall be in writing and shall be deemed to have been given three (3) days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or when received or refused, if sent by overnight courier or delivery service, addressed to the parties at the respective addresses set forth below:

If to the Association: Middlesex Canal Association
71 Faulkner Street
Billerica, MA 01862
Attn: J. Jeremiah Breen

with a copies to: J. Jeremiah Breen, President
jbreen5@verizon.net

Russel B. Silva, Treasurer
sargon3rd@verizon.net

Betty M. Bigwood, Lead Director
gbchwilm@verizon.net

If to Pace: Pace Industries, LLC
28100 Cabot Drive
Suite 200
Novi, MI 48377
Attn: Simon Neicheril, Interim Chief Financial Officer

with copies to: Cambridge Tool and Mfg. Co, Inc.
67 Faulkner Street
North Billerica, MA 01862
Attn:

ArentFox Schiff LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
Attn: James M. Lyle, Esq.

[Signature Pages Follow]

IN WITNESS THEREOF each of the parties hereto has executed this Agreement as a Massachusetts contract under seal as of the date first written above.

MIDDLESEX CANAL ASSOCIATION


By: J. Jeremiah Breen
Name: J. Jeremiah Breen
Title: President

COMMONWEALTH OF MASSACHUSETTS

ESSEX County, ss.

On this 1st day of March, 2023, before me, the undersigned notary public, personally appeared the above-named J. Jeremiah Breen, President of Middlesex Canal Association and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed, as President of Middlesex Canal Association for its stated purpose.

[Signature]
Notary Public
My Commission Expires: Jan 12th, 2029.

 **JOSE L. RODRIGUEZ**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 12, 2029

PACE INDUSTRIES, LLC

By: 
Name: Simon Neicheril
Title: Interim Chief Financial Officer

STATE OF MICHIGAN

Oakland County, ss.

On this 1 day of March, 2023, before me, the undersigned notary public, personally appeared the above-named Simon Neicheril, Interim Chief Financial Officer of Pace Industries, LLC and proved to me through satisfactory evidence of identification, which was
 photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed, as Interim Chief Financial Officer of Pace Industries, Inc. for its stated purpose.


Notary Public
My Commission Expires: Sep. 19 2023

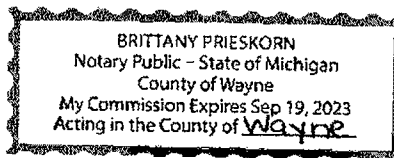


EXHIBIT A

LEGAL DESCRIPTION CAMBRIDGE TOOL LOTS

Excepted and excluded from the following described Cambridge Tool Lots is the parcel constituting the Association Parcel as described in Exhibit B hereto.

FIRST PARCEL:

The land in said Billerica with the buildings thereon, situated on the NORTHEASTERLY side of Lowell Street, the NORTHWESTERLY side of Elm Street and the SOUTHWESTERLY side of Elm Street and the Concord River and thus bounded and described; beginning at a point on the NORTHEASTERLY side of Lowell Street and at land conveyed by Talbot Mills to the inhabitants of the Town of Billerica by deed dated December 27, 1940, and recorded with Middlesex North District Registry of Deeds, Book 955, Page 441, thence running NORTHWESTERLY by said land of the Inhabitants of the Town of Billerica 64.71 feet to a stone bound; thence NORTHERLY still on said land 252.05 feet to a bolt in the ledge; thence EASTERLY still by said land to a bolt in the ledge at the Concord River; thence SOUTHERLY, EASTERLY, NORTHERLY, EASTERLY and SOUTHERLY by said Concord River, crossing said Elm Street, to land now or formerly of Louis J. Perry; thence WESTERLY by said Perry Land 116.53 feet, more or less, to Lot 5 on a plan of land entitled, "Plan of a Portion of Property belonging to the Talbot Mills, North Billerica, Mass., showing Division into Lots," surveyed 1926-27-36 by J.C. & W.T. Monahan, C.E., Plan "A" and recorded with said Registry of Deeds, Plan Book 60, Plan 25; thence NORTHWESTERLY by said Lot 5, Lots 4, 3, and 1, 280.54 feet to said Elm Street; thence WESTERLY by said Elm Street 160.49 feet to Wilson Street; thence NORTHERLY crossing said Elm Street to a point on the NORTHWESTERLY side of said Elm Street; thence SOUTHWESTERLY along said Elm Street to Lot 69 on a plan of land entitled "Plan of a Portion of the Property belonging to The Talbot Mills, No. Billerica, Mass., Showing Division into Lots", surveyed 1926-27-36 by J.C. & W.T. Monahan, C.E. Plan "B" and recorded with said Registry of Deeds, Plan Book 60, Plan 28; thence NORTHWESTERLY along said Lot 69, 92.98 feet to a right of way; thence SOUTHWESTERLY along said right of way 96.67 feet to a point; thence SOUTHWESTERLY still by said right of way 34.64 feet to a point; thence SOUTHEASTERLY still by said right of way 54.60 feet to said Elm Street; thence SOUTHWESTERLY by said Elm Street 10 feet to Lot 67 on said Plan "B", thence NORTHWESTERLY by said Lot 67, 62.40 feet to a point; thence SOUTHWESTERLY by said Lot 67, 20 feet; thence NORTHWESTERLY still by Lot 67, 39.14 feet; thence WESTERLY by said Lot 67, Lots 66, 65 and 64, 222.98 feet to Lot 63 on said last mentioned plan; thence NORTHERLY by said Lot 63, 86 feet more or less to a point; thence WESTERLY by said Lot 63 and Lot 62, 160.69 feet; thence NORTHWESTERLY by said Lot 62 and Lot 61, 20.33 feet; thence NORTHWESTERLY by said Lot 61, 45.96 feet; thence WESTERLY still by Lot 61 and Lot 60, 150.37 feet to a point; thence SOUTHERLY through Lot 60, 59.90 feet to said Lowell Street; thence NORTHWESTERLY by said Lowell Street 10 feet to the point of beginning. Being Lots 70 and 71, the WESTERLY portion of Lot 60, and the lot showing the mill buildings on said second mentioned plan, and the unmarked portion in the NORTHEASTERLY section of said first mentioned plan; and the foregoing premises are subject to all rights of the general public in and to Elm Street. There are excluded, however, from the foregoing First Parcel those

two certain lots numbered 70 and 71 shown on a plan entitled "Plan of a Portion of the Property belonging to The Talbot Mills, No. Billerica, Mass., Showing Division into Lots" surveyed 1926-27-36 by J.C. & W.T. Monahan, C.E., Plan "B," recorded with said Registry of Deeds in Plan Book 60, Plan 28.

SECOND PARCEL:

The land in said Billerica, with the buildings thereon, situated on the northwesterly side of Elm Street and being shown as Lots 70 and 71 on a plan of land entitled "Plan of a Portion of Property Belonging to Talbot Mills, North Billerica, Mass. showing division into lots, Surveyed 1926, 1927, 1930, J.C. & W.T. Monahan, C.E., Plan B," which plan is recorded with said Registry in Plan Book 60, Plan 28, and bounded as follows:

- SOUTHEASTERLY by said Elm Street, 200.03 feet;
- SOUTHWESTERLY by Lot 69 on said plan, 92.98 feet;
- NORTHWESTERLY by a right of way as shown on said plan by two courses, 101.07 feet; and 76.00 feet respectively; and
- NORTHEASTERLY by other land of the Grantor by two courses, 50.58 feet and 43.20 feet respectively.

Containing together 17.391 square feet of land, more or less, according to said plan.

THIRD PARCEL:

The land in said Billerica, with the buildings thereon, situated on the northwesterly side of Elm Street and being shown as Lot 68 on a plan of land entitled "Plan of a Portion of Property Belonging to Talbot Mills, North Billerica, Mass. showing division into lots, Surveyed 1926, 1927, 1930, J.C. & W.T. Monahan, C.E., Plan B," which plan is recorded with said Registry in Plan Book 60, Plan 28.

FOURTH PARCEL:

The land in said Billerica, with the buildings thereon, situated on the northwesterly side of Elm Street and being shown as Lot 69 on a plan of land entitled "Plan of a Portion of Property Belonging to Talbot Mills, North Billerica, Mass. showing division into lots, Surveyed 1926, 1927, 1930, J.C. & W.T. Monahan, C.E., Plan B," which plan is recorded with said Registry in Plan Book 60, Plan 28.

EXHIBIT B
THE ASSOCIATION PARCEL
[Attached]

M
2



2014 00007754
Bk: 28038 Pg: 214 Page: 1 of 2
Recorded: 03/06/2014 11:25 AM

QUITCLAIM DEED

Property Address: Off Faulkner Street, North Billerica, MA 01862

Pace Industries, LLC a Delaware limited liability company, with a place of business at 67 Faulkner Street, North Billerica, MA 01862,

in consideration of one dollar and other good and valuable consideration

hereby *grants* to the **MIDDLESEX CANAL ASSOCIATION, INCORPORATED** a Massachusetts nonprofit corporation,

with **Quitclaim Covenants**,

the following described property in the County of Middlesex and said Commonwealth, bounded and described as follows:

Parcel A, consisting of 4,720 square feet as shown on a plan titled: "Plan of Land in Billerica, Mass, prepared by Claudio Sala, P.L.S., registered land Surveyor, 145 Whitwell Street, Quincy, MA 02169," dated November 15, 2013 and recorded with the Middlesex North Registry of Deeds in Plan Book 237, Page 27;

Being a portion of the land conveyed to Grantor by deed recorded with Middlesex North Registry of Deeds at Book 22079, Page 41 and Affidavit to Reflect Name Change Middlesex North Registry of Deeds at Book 22322, Page 6.

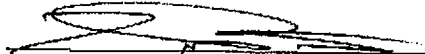
The premises described herein are conveyed subject to all easements, rights, restrictions, covenants, reservations and encumbrances of record, insofar as the same are now in force and applicable.

This conveyance is not a sale of all or substantially all of the assets of the Grantor within the Commonwealth of Massachusetts.

EW

WITNESS my hand and seal this 5 day of February, 2014.

Pace Industries, LLC
a Delaware limited liability company


By: W. Craig Potter, authorized signatory with
respect to real property

STATE OF ARKANSAS

Benton County, ss.

On this 6th day of February, 2014, before me, the undersigned Notary Public, personally appeared the above-named W. Craig Potter and proved to me by satisfactory evidence of identification, being: driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him as manager of Pace Industries, LLC voluntarily for its stated purpose.


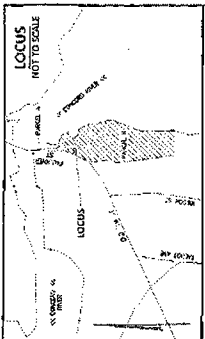

Notary Public
My commission expires:



EXHIBIT C
EASEMENT PLAN
[Attached]



PARKING SUMMARY
 8 SPACES PROVIDED
 9 TRAIL SPACES PROVIDED
 SEE CALCULATED ADJUSTMENT WITH EACH INDUSTRY
 (SEE PARK BOOK 110, PAGE 10)

BRIDGE ELEVATIONS
 1. 4.5'
 2. 4.5'
 3. 4.5'
 4. 4.5'
 5. 4.5'
 6. 4.5'
 7. 4.5'
 8. 4.5'
 9. 4.5'

LEGEND

- RECORDS TO BE:
 CITY BOOK
 COUNTY BOOK
 DISTRICT BOOK
 STATE BOOK
 FEDERAL BOOK
 OTHER BOOKS

ABBREVIATIONS

- AC - ASPHALT
 AD - ASPHALT DRIVE
 AL - ALUMINUM
 AN - ANGLE IRON
 AS - ASPHALT
 BK - BRICK
 BR - BRICK
 BT - BRICK TOWER
 CA - CONCRETE
 CH - CHIMNEY
 CL - CLAY
 CM - CONCRETE MASONRY
 CO - CONCRETE
 CR - CONCRETE
 CS - CONCRETE
 CU - CUPOLA
 CY - CEMENT
 D - DRAINAGE
 E - ELEVATION
 F - FLOOR
 G - GROUND
 GR - GRASS
 H - HATCH
 I - IRON
 J - JOINT
 K - KILN
 L - LEAD
 M - MASONRY
 N - NAIL
 O - OIL
 P - PAVEMENT
 R - RAILROAD
 S - SAND
 T - TILE
 U - URETHANE
 V - VALVE
 W - WOOD
 X - X-RAY
 Y - YARD
 Z - ZINC

NOTICE OF INTENT PLAN

2 OLD ELM STREET
 BILERICA, MASSACHUSETTS

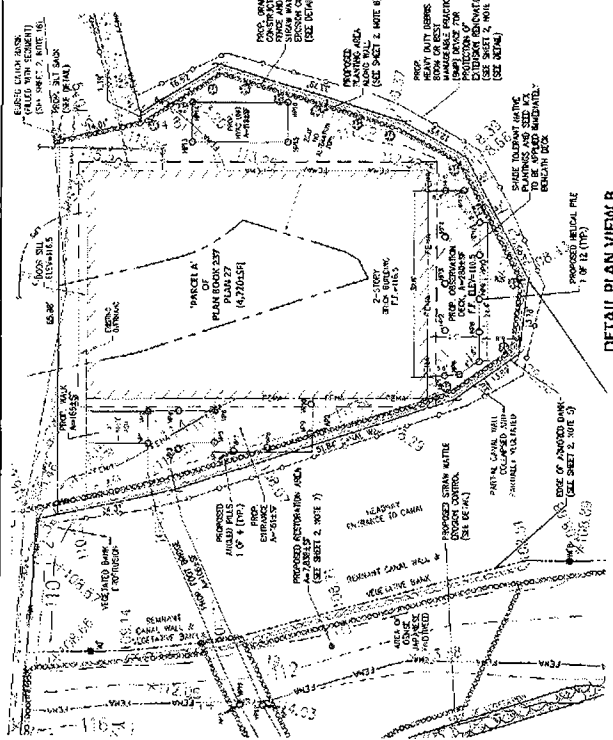
DATE PREPARED: 08/11/2014
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

MIDDLESEX CANAL ASSOCIATION
 100 STATE STREET
 BILERICA, MASSACHUSETTS
 01920-1000 • 978-662-1000

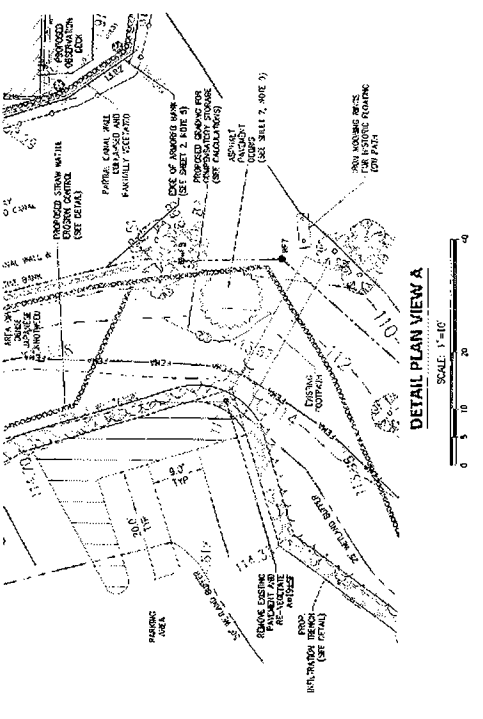
SEPTEMBER 11, 2014

SHEET 1 OF 2 SCALE: 1" = 30'

1.	PREP. TECHNICAL REVIEW	5/15/14
2.	PREP. FOR SUBMITTAL	4/22/14
3.	PREP. FOR CONSTRUCTION	4/22/14
4.	PREP. FOR CONSTRUCTION COMMENTS	1/14/16
5.	REVISIONS	08/11/14



DETAIL PLAN VIEW B
 SCALE: 1" = 10'

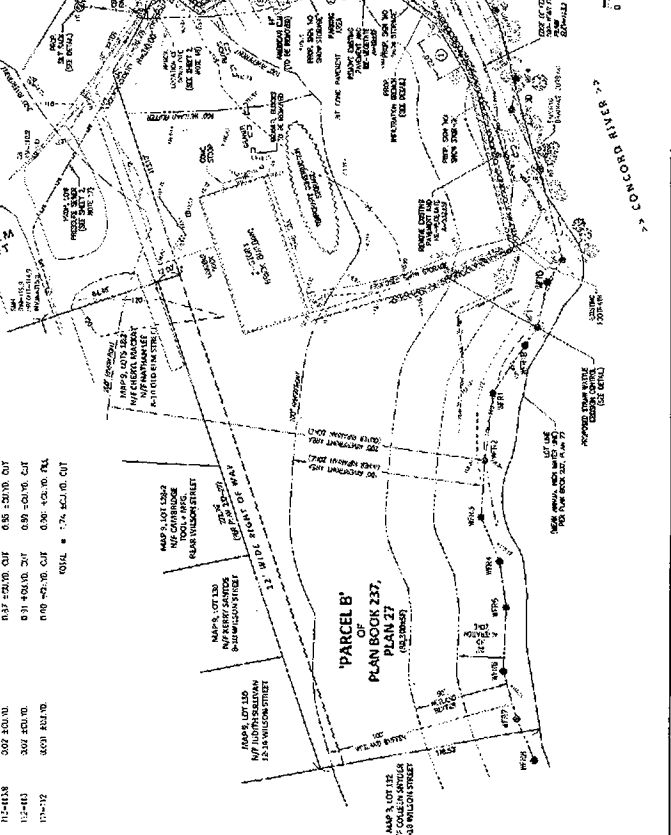


DETAIL PLAN VIEW A
 SCALE: 1" = 10'

COMPENSATORY STORAGE CALCULATIONS

THE SITE CHANGING VOLUMES FOR VERTICAL FOOT IS AS FOLLOWS:

ITEM	DESCRIPTION	AREA (SQ. FT.)	HEIGHT (FT.)	VOLUME (CU. YD.)
1	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
2	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
3	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
4	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
5	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
6	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
7	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
8	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
9	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
10	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
11	REPLACE EXISTING ASPHALT DRIVE	100	4	1.33
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PLAN VIEW
 SCALE: 1" = 30'