

SISTERED LAND 35521

Cent 6813

MIDDLESEX NORTH REGISTRY DIST.

Nov. 6, 1961

RECEIVED FOR REGISTRATION

H 2/ 2/M P.M.

7.  
4.

TRANSFER CERTIFICATE OF TITLE ISSUED  
AND TRANSCRIBED INTO

REGISTRATION BOOK 64 PAGE 13

BEING CERTIFICATE NO 12207

IN MIDDLESEX NORTH REGISTRY DISTRICT

noted on Cent 6813 ✓✓

COMPARED

## KNOW ALL MEN BY THESE PRESENTS

that Johns-Manville Products Corporation of Massachusetts, a corporation duly established under the laws of the State of Delaware, with a place of business in Billerica, Middlesex County, Commonwealth of Massachusetts for consideration paid, grants to General Latex and Chemical Corporation, a Massachusetts corporation with its principal place of business in Cambridge, Middlesex County, Commonwealth of Massachusetts, with quitclaim covenants,

A certain parcel of land situated in Billerica, Middlesex County, Massachusetts, bounded and described as follows:

WESTERLY by High Street by three courses 523.55 feet, 333.42 feet and 200.38 feet respectively;

NORTHWESTERLY by High Street 140.81 feet;

NORTHERLY by land of the Boston & Maine Railroad by three courses 376.97 feet, 788.40 feet and 40.94 feet respectively;

NORTHEASTERLY by Lot 2 on the plan hereinafter mentioned, 573.82 feet;

SOUTHEASTERLY by said Lot 2, 1109.39 feet;

SOUTHERLY by the middle of a 20 foot way as shown on said plan, by two courses 256.15 feet and 243.93 feet respectively.

Said premises are shown as Lot 1 on said Plan and all of said boundaries are determined by the Court to be located as shown on Plan drawn by Raymond C. Pressey Inc., Registered Land Surveyors, dated August 29, 1961, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which will be filed with Certificate of Title #6813 and said Plan is #19368-B.

The said premises are conveyed together with and subject to all easements, restrictions and reservations of record including, without limiting the foregoing, those restrictions, easements and reservations set forth in the Indenture between Boston & Maine Railroad and Johns-Manville Products Corporation of Massachusetts dated December 28, 1944 and recorded in Middlesex County North Registry of Deeds, Book 1017, Page 581, insofar as in force and applicable to said Lot 1 except as heretofore released by said Johns-Manville Products Corporation of Massachusetts by documents dated April 5, 1961, being Document Number 35139 and Document Number 35140 noted on Certificate of Title Number 6813 in the North Registry District of Middlesex County.

All easements, rights and privileges hereinafter described are granted without covenants, warranties or representations.

Except as hereinafter granted there are expressly excepted and reserved from this conveyance for the benefit of and appurtenant to the remaining premises of the grantor (including any part thereof):

(a) all right, title and interest of the grantor in and to a certain twelve inch water pipe or main which is located on the premises hereby conveyed near the southerly boundary thereof; the right to take water therefrom

Address of Grantor:  
c/o Goodwin Procter & Hoar  
84 State St  
Boston, Mass.

and the right but not the obligation to repair and maintain said main. There is, however, hereby granted to the grantee to the extent only which the grantor has the right so to do, the right, subject to permission of the Town of Billerica, to install and connect with said main one four-inch pipe and one eight-inch pipe and take water therefrom through adequate meters to be located on the premises conveyed subject to the limitation that said eight-inch pipe shall be used only to supply a fire prevention sprinkler system installed in buildings on the premises hereby conveyed and the grantee covenants that it will cause said installations and connections to be made in such fashion as to result in a minimum interference with the use of the roadway through which said connecting pipes will be laid, will do all excavating and other work in connection with or incidental to installing of said pipes as aforesaid in a good and workmanlike manner, will promptly and properly back-fill the trench and any other openings, will repave and restore the surface of the way to the condition existing prior to such work, and will indemnify and save harmless the grantor against all loss, damage, cost, expense, demands, actions, suits and proceedings of whatsoever kind and description caused by, arising from, or in any way connected therewith, including payment to the Town of Billerica for water used through said pipes and operation, maintenance, inspection, alteration, repair, replacement and removal of said connecting water pipes and any and all breaks, leakages or failures of any kind or kinds in said connecting pipes, the appurtenances thereof and connections and point of connections with said water main. The said installations by the grantee shall not interfere with an existing connection with said main made by Avery and Saul Co., a corporation, with the consent of the grantor.

(b) all right, title and interest in the gas pipeline which is located under the premises conveyed hereby near the southerly boundary thereof including the right to receive gas therefrom and the right but not the obligation to maintain, repair and replace the same. There is, however, hereby granted to the grantee to the extent only which the grantor has the right so to do, the right to take and receive gas therefrom.

(c) the right to use in common with others the whole of the private way twenty feet in width as shown on said Plan, the center line of which is coincidental with the southerly boundary of the premises conveyed hereby, for all

purposes for which private ways or public highways are commonly used including, without limitation, the right to install thereon or thereunder, repair and use pipes, wires, conduits or other devices for the transmission of electricity or the conveyance of materials to or from the remaining premises of the grantor and the right but not the obligation to repair and maintain the surface of said twenty-foot right of way. The grantor covenants with the grantee that the grantor will cause any such installations made by it to be made in such fashion as to result in a minimum interference with the use of said roadway, will do all excavating and other work in connection with or incidental to said installations in a good and workmanlike manner, will promptly and properly back-fill any trench and any other openings, will repave and restore the surface of the way to the condition existing prior to such work, and will indemnify and save harmless the grantee against all loss, damage, cost, expense, demands, actions, suits and proceedings of whatsoever kind and description caused by, arising from, or in any way connected therewith, or the operation, maintenance, inspection, alteration, repair, replacement and removal of any such installations and any and all breaks, leakages or failures of any kind or kinds therein. There is granted hereby to the grantee the right to use said right of way in common with others and the right to maintain and repair the surface thereof. The grantor and grantee covenant and agree with each other that the grantor herein shall bear fifty-seven per cent (57%) and the grantee shall bear forty-three per cent (43%) of the portion of expense of maintaining (including snow removal) the twenty-foot roadway (including the portion beyond the premises hereby conveyed) which under the said Indenture between the Boston & Maine Railroad and Johns-Manville Products Corporation of Massachusetts is to be borne by the said Johns-Manville Products Corporation of Massachusetts, its successors and assigns.

(d) the right to use, operate, maintain and repair the surface drain which enters the Old Middlesex Canal near the northeasterly corner of the premises hereby conveyed as shown on said Plan and (subject to the limitation hereinafter set forth) the right to construct, use, operate, maintain and repair a subsurface drain pipe in the location hereinafter described running from a point on said Lot 2 to the open ditch which now runs from said private way to said Canal as shown on said Plan. The said additional subsurface

drain pipe shall be in a location northerly from and within forty feet of the center line of said private way and approximately parallel thereto. The rights herein granted as to said additional subsurface drain pipe shall exist at any and all such times only as either the said open ditch running from the said private way to said Canal exists or a drain pipe exists in place thereof and whenever a drain pipe exists in place thereof shall include the right to connect said additional subsurface drain pipe with said substituted drain pipe. Both said drain pipes may be used for the purpose of providing surface water drainage facilities (including surface drainage from present and future buildings) from grantor's remaining premises including surface water draining thereon from premises of others. The grantor covenants with the grantee that the rights in relation to said drain pipes will be exercised so as to result in a minimum interference with the use of the premises hereby conveyed and that the grantor will do all excavating and other work in connection with or incidental thereto in a good and workmanlike manner, will promptly and properly back-fill any trench and any other openings, will restore the surface to the condition existing prior to any such work, and will indemnify and save harmless the grantee against all loss, damage, cost, expense, demands, actions, suits and proceedings of whatsoever kind and description caused by, arising from, or in any way connected therewith, or the operation, maintenance, inspection, alteration, repair, replacement and removal of any such installations and any and all breaks, leakages or failures of any kind or kinds therein.

There is hereby granted to the grantee the right and easement to drain surface water from the granted premises into the said Old Middlesex Canal and through the said Canal to the open ditch connecting therewith, both as located and shown on Lot 2 on said Plan, and the grantor reserves the right from time to time to relocate and (or) fill in said Canal and (or) open ditch or either of them or any part of either of them. In the event the grantor shall exercise the said right to fill the grantor shall be under an obligation to the grantee at the expense of the grantor to install an underground drain pipe of a size sufficient to provide proper drainage for said surface water. The said obligation to install pipe under certain circumstances is to and for the benefit of the grantee and its successors and assigns only and in no way

releases or affects any obligation or right of the Boston & Maine Railroad, its successors and assigns, under the said Indenture of Deed between Boston & Maine Railroad and Johns-Manville Products Corporation of Massachusetts to install underground pipe on said Lot 2.

There is also hereby granted to the grantee a certain sidetrack easement hereinafter described for so long only as there may exist a certain lead track which is hereinafter more specifically identified and described and subject to earlier termination as hereinafter provided. The grantor reserves the right but only after two hundred seventy days prior notice to the grantee, at any time the grantor chooses so to do to abandon or to abandon and remove the said lead track or the grantor's sidetrack (hereinafter identified) or both, both being hereinafter more specifically identified and described, and to permit others so to do. The said sidetrack easement is the right to construct, maintain, repair and use but only for railroad access to the premises hereby conveyed, one single railroad sidetrack, herein termed grantee's sidetrack, on other premises of the grantor lying easterly of the premises hereby conveyed. The said grantee's sidetrack is to connect with the most westerly of the three existing sidetracks shown on said Plan which is herein termed for identification only, "grantor's sidetrack," at a point northeasterly of the point marked "X" and southwesterly of the point marked "Y" thereon and extend therefrom westerly in a course approximately parallel with the location of the old Middlesex Canal as shown on said Plan to the premises hereby conveyed connecting therewith at a point between the bound marked "Point Z" on said Plan and the said Canal. All parts of said grantee's sidetrack shall be southerly of the old Middlesex Canal and more than two hundred twenty-five feet distant from the northerly corner of the northerly brick building on said other premises of the grantor. The said sidetrack easement for the duration thereof only shall include, to such extent (if any) as the grantor has the right to grant the same, the right in common with the grantor and others to use for railroad access to the grantee's sidetrack both the portion of said grantor's sidetrack extending from the connection therewith of the grantee's sidetrack northeasterly to its connection with said certain lead track hereinafter described and identified, and the said lead track.

The said certain lead track hereinbefore mentioned is that portion which

is on said Lot 2, of the lead track which extends from the northerly end of the said grantor's sidetrack in a northeasterly direction connecting the said grantor's sidetrack with the main line of the Boston & Maine Railroad. The said sidetrack easement is granted subject to and with the following provisions:

- (1) There are excepted and reserved all rights not specifically enumerated herein and not essential to the use and enjoyment of those herein granted. The grantor shall have the right to use the premises occupied by said grantee's sidetrack in any manner not inconsistent with the rights herein granted. Nothing herein shall be construed to grant any right to store or leave standing cars on said lead track or grantor's sidetrack or grantee's sidetrack.
- (2) In the event the grantee's sidetrack shall not be constructed within five years from the date of this deed; or at any time after construction, shall not be used for a period of thirty-six consecutive months, or at any time shall be abandoned, then in any of such events this easement shall thereupon terminate and there shall thereafter be no rights hereunder. In the event this easement terminates under the next foregoing provision or any other provision hereof or by expiration of the term thereof, the grantee covenants with the grantor that (a) at the request of the grantor the grantee will execute and deliver to the grantor an appropriate document releasing this easement and all rights thereunder; (b) prior to any such expiration or termination the grantee will remove grantee's sidetrack (including all rails, ties and equipment thereof); and (c) in the event of the failure of the grantee so to remove prior to such time, the grantor may at any time thereafter elect by written notice either to remove the same and to abandon or otherwise dispose of the same, all at the expense of the grantee for which the grantee will reimburse the grantor, or to retain the same as the property of the grantor, free and clear of any claim of the grantee.
- (3) Without the written consent of the grantor the location of the grantee's sidetrack constructed hereunder shall not be changed after the same shall once have been constructed.

- (4) Access by the grantee over other premises of the grantor for the purpose of exercising the easement herein granted shall be only in a manner and at times which shall not unreasonably interfere with the use of the said other premises of the grantor.
- (5) The grantor shall be under no obligation or liability to the grantee with respect to the maintenance, repair, construction, operation or use of the grantee's sidetrack, the said lead track or any of the grantor's sidetracks and the grantee expressly releases the grantor from any claims by the grantee or any of the grantee's servants, agents, employees or invitees made in connection with or arising out of such maintenance, repair, construction, operation or use by the grantor or any failure by the grantor to maintain, repair or construct any of said tracks and covenants with the grantor to save the grantor harmless therefrom.
- (6) The grantee covenants with the grantor that the grantee will indemnify and hold harmless the grantor from and against any and all manner of loss, damage, cost, expense, claims, controversies, demands, actions, suits and proceedings arising out of or in any way connected with the easement herein granted, or said grantee's sidetrack or the construction, operation, maintenance, inspection, repair and any removal thereof in whole or in part, whether or not the grantor or its directors, officers, agents, employees or servants shall have contributed thereto.
- (7) The grantor has informed the grantee that the said lead track, the said grantor's sidetrack and any sidetrack constructed may not be used without the agreement of the Boston & Maine Railroad or its successor railroad.
- (8) The grantee covenants that the grantee will from time to time on request pay to the grantor a certain portion of all expenditures made subsequent to the time when the grantee connects its sidetrack with the grantor's sidetrack and prior to the termination of this easement (including any charges by the Boston & Maine Railroad or its successor railroad) by the grantor for maintenance, repair, upkeep or reconstruction of the part of the grantor's sidetrack which the grantee



may use hereunder and for the said lead track including any part of said lead track off premises of the grantor. The said portion shall be the total of that fraction of said expenditures (not previously adjusted) which the number of cars moved for the grantee over the said lead track during the twelve calendar months next preceding each such request is of the total number of all cars moved over the said lead track during said period plus ten per cent of said fraction but in no event less than a fraction of said expenditures (not previously adjusted) of which the numerator is the length of the sidetrack of the grantor available for use by the grantee plus the length of said grantee's sidetrack (whether on said Lot 2 or on grantee's premises) and the denominator is the total of the lengths of said grantee's sidetrack, the said length of a portion of said grantor's sidetrack and the said lead track.

- (9) There is hereby granted to the grantee for and during the term of this easement only the rights, at grantee's own cost and expense unless otherwise agreed in writing by the grantor and only if the grantor has failed so to do after written request: (a) to maintain and repair the said lead track and the said portion of grantor's sidetrack and (b) in the event only that the said lead track is in existence and the said portion of the grantor's sidetrack is not in existence to extend grantee's sidetrack over the present location of said portion of grantor's sidetrack in which event all references to grantee's sidetrack shall include such extension. If the grantee exercises rights under clause (a) of this paragraph (9) the grantor covenants that the grantor will from time to time on request pay to the grantee that portion of amounts so expended (not previously adjusted) to satisfy requirements of the Railroad then using said lead track which the number of cars moved for the grantor over the said lead track during the twelve calendar months next preceding such requests is of the total number of all cars moved over said period.
- (10) Notwithstanding any other provision hereof the grantee shall have the right to terminate this easement by delivering to the grantor a notice of termination specifying a time of termination which shall

be at noon on a date not less than two hundred seventy days subsequent to the date of delivery of such notice and at the time of termination so specified this easement and all rights hereunder shall terminate.

The grantee covenants with the grantor that if the grantor and others petition the Town of Billerica to accept a public street running over the course of said twenty-foot right of way but of a width not exceeding fifty feet and having its center line approximately the center line of said twenty-foot right of way and meeting the requirements of said Town, the grantee, its successors and assigns, will join in said petition and execute any documents (including conveyances) required for said acceptance without compensation therefor. The grantor covenants with the grantee that in connection with said acceptance of said street the grantor will convey to the said Town if the said Town will accept the same such right, title and interest as the grantor has in said twelve-inch water main, reserving to the grantor the right to take water therefrom.

All references in the foregoing provisions to the grantor herein include the grantor and its successors and assigns in ownership (in whole or in part) of the premises shown on said Plan now owned and not conveyed hereby. All references in the foregoing provisions to the grantee herein include the successors and assigns of the grantee in ownership of the premises hereby conveyed. All covenants and agreements by either grantor or grantee shall be deemed to be for themselves and their respective successors and assigns. The grantee for itself and its successors and assigns covenants, by its acceptance and recording of this deed that it and they will faithfully perform and observe all its and their covenants and agreements herein set forth and also all obligations relating to the premises hereby conveyed, of the grantor herein which are set forth in said Indenture between the Boston & Maine Railroad and the grantor herein.

IN WITNESS WHEREOF the said Johns-Manville Products Corporation of Massachusetts has caused its duly authorized officer to subscribe hereto its corporate name and affix hereto its corporate seal this        2nd        day

of **November**, 1961.

Signed, sealed and delivered in the presence of

JOHNS-MANVILLE PRODUCTS CORPORATION OF MASSACHUSETTS,

*Irving J. Pedly*  
Irving J. Pedly  
Assistant Secretary

By *J. B. Jobe*  
J. B. Jobe, Vice President

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

On this **2nd** day of **November**, 1961, before me appeared **J. B. Jobe**, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the **Vice President** of Johns-Manville Products Corporation of Massachusetts and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said **J. B. Jobe, Vice President**, acknowledged said instrument to be the free act and deed of said corporation.

*Cynthia Kalin*  
Notary Public

CYNTHIA KALIN  
Notary Public, State of New York  
April 17, 1962  
20 Bond St., 10th Floor  
New York, N.Y. 10038  
Telephone: BR 6-1234

MIDDLESEX NORTH  
11/2/61  
COMMONWEALTH OF MASSACHUSETTS  
DEEDS & EXCISE  
NOV 6'61  
4885  
P.B. 190087

subject to prior registration  
of Court Order Dated Nov. 6 1961  
Case No. 19308 S

NOV 6 1961

Plan 19308 S  
(Examined as to description only)

G. M. Anderson, Engineer  
RMA



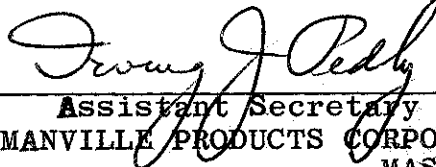
JOHNS-MANVILLE PRODUCTS CORPORATION OF MASSACHUSETTS

I, IRVING J. PEDLY, HEREBY CERTIFY that I am Assistant Secretary of Johns-Manville Products Corporation of Massachusetts and that the following is a true and correct copy of a resolution duly adopted on November 2, 1961 by unanimous consent of the Board of Directors of said Corporation pursuant to Section 141(g) of the Delaware Corporation Law.

RESOLVED that J.B. Jobe, Vice President of the Corporation, and Irving J. Pedly, Assistant Secretary, be, and they hereby are, authorized to execute, acknowledge and deliver, on behalf of the Corporation and under its corporate seal, a deed in such form as they, in their discretion deem to be suitable, - their execution of the deed to be conclusive that in their opinion the deed is suitable - conveying to General Latex and Chemical Corporation with and subject to certain easements, restrictions and reservations all as set forth in said deed, a certain portion of the real estate of the Corporation situate in Billerica, Massachusetts, said portion being Lot 1 as shown on a Plan dated August 29, 1961, made by Raymond C. Pressey, Inc. and entitled "Division and Resurvey of Land Court Case 19368-A in Billerica, Massachusetts."

I FURTHER CERTIFY that the foregoing resolution has not been rescinded or modified.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the corporate seal of said JOHNS-MANVILLE PRODUCTS CORPORATION OF MASSACHUSETTS this 2nd day of November, 1961.



---

Assistant Secretary of  
JOHNS-MANVILLE PRODUCTS CORPORATION OF  
MASSACHUSETTS