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## BIDDER'S INFORMATIONAL PACKAGE

### 295 BURNETT ROAD CHICOPEE, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE OWNER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED AUCTION SALE.

**AGREEMENT OF SALE**

**OWNER'S SALE OF REAL ESTATE AT PUBLIC AUCTION**

This Memorandum of Sale is made this \_\_\_\_ day of November, 2013.

The undersigned ("Buyer"), as the highest bidder, agrees to purchase the real property described below (the "Premises") in accordance with the terms hereof from **Burnett Road, LLC**, a Massachusetts limited liability company ("Seller"). The premises shall mean the commercial land with buildings and improvements thereon being known and numbered as **295 Burnett Road, Chicopee, Massachusetts** being the premises more fully described in a certain Deed dated June 6, 2006, and recorded in Hampden County Registry of Deeds in Book 15969, Page 391, and together with all rents, issues, profits, appurtenant easements and other rights, parking areas, tenements, and hereditaments belonging or pertaining to any of the foregoing and as described more fully in Exhibit "A" annexed hereto ("the Premises").

Said premises will be sold and conveyed subject to and with the benefit of any and all restrictions, easements, improvements, covenants, municipal assessments, rights of parties in possession, if any there be, insofar as in force and applicable; and any outstanding municipal charges, including water & sewer use charges and real estate taxes. **Notwithstanding the foregoing, the Seller represents that real estate taxes are paid in full for Fiscal Year 2013 (through June 30, 2013).**

Said premises will also be sold subject to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

The premises shall be conveyed by the usual Massachusetts Quitclaim Deed to the undersigned Buyer.

**TERMS OF SALE**

**1. Deposits.**

A deposit of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) Dollars** by certified or bank check will be required to be paid by the purchaser at the time and place of auction. **This deposit shall be increased to an Amount equal to five (5%) percent of the Purchase Price set forth below within five (5) business days following date hereof.** All deposits shall be retained by the Seller if the successful bidder does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the Seller.

**2. Purchase Price.**

At the sale held under the above notice terms, the Premises have been sold to the above listed buyer for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus a five (5%) percent Buyer's Premium of \$ \_\_\_\_\_ for a total sales price of \$ \_\_\_\_\_. It is hereby further acknowledged and agreed that Buyer has made a deposit in the amount of Fifty Thousand Dollars (\$50,000.00) and hereby agrees to pay an additional deposit of

\$ \_\_\_\_\_ within five (5) business days, leaving a balance of  
\$ \_\_\_\_\_ due at closing, as above provided.

3. Closing Date.

The sale shall not be deemed completed until the successful bidder shall have made his or her deposit and signed this Memorandum of Sale. The balance of the purchase price shall be paid at the Law Offices of Mark R. Draymore, LLC, 1350 Main Street, 4th Floor, Springfield, Massachusetts 01103, by wire transfer of immediately available funds, certified or bank check on or before ***Monday, December 30, 2013 at 2:00 p.m., time being of the essence.***

**There shall be no prorations for municipal charges at closing and Buyer shall pay all recording costs, including, but not limited to, transfer or documentary stamps.**

The deed shall be delivered simultaneously with the payment of the balance of the purchase price as required in the preceding paragraph. The Seller, if unable to convey title to the bidder, will be responsible only for return of the deposit paid, and shall have no further liabilities or obligations as regards the bidder.

4. Title:

The Property shall be conveyed by a good and sufficient Quitclaim Deed (the "Deed") running to BUYER, or its nominee if Buyer provides the name of an alternate Grantee in writing within fifteen (15) days from the signing of this Agreement, conveying a good and clear marketable title thereto, free of encumbrances except the following:

- (a) Usual public utilities servicing the premises, if any;
- (b) Such taxes for the current year as are not due and payable on the date of delivery of such Deed;
- (c) Any liens for municipal assessments and/or orders for which assessments may be made after the date of this agreement;
- (d) Reciprocal Easement and Operating Agreement dated March 31, 1988 and recorded with the Hampden County Registry of Deeds in Book 6984, Page 552;
- (e) Perpetual Easement reserved in deed dated May 19, 1993 and recorded with said Registry of Deeds in Book 8428, Page 548;
- (f) Billboard Easement dated December 20, 2007 and recorded with the Hampden County Registry of Deeds in Book 17082, Page 529;
- (g) Restrictions and easements of record, including but not limited to utilities, if any, which do not materially affect the value or interfere with the current use of the property;
- (h) Existing rights and obligations in party walls, whether or not the same are the subject of written agreement; and
- (i) Provisions of existing building and zoning laws.

**The foregoing enumerated encumbrances are hereinafter collectively referred to as "Permitted Exceptions".**

5. Title Contingency.

Buyer shall take title to the Premises subject to the Permitted Exceptions as set forth in Section 4 above. Buyer shall have twenty (20) days from date hereof in which to obtain and review a current preliminary title report (the "**Title Commitment**") on the Premises prepared by Buyer's Title Company, and if desired, a survey of the Premises prepared by a licensed surveyor (the "**Survey**") and to advise Seller in writing of any exceptions to title (other than any Permitted Exceptions) appearing in the Title Commitment or Survey which Buyers finds unacceptable and the reasons therefore (the "**Title Notice**"). If Buyer fails to provide Title Notice within the time period set forth herein, Buyer shall be deemed to have accepted title as of said date.

In the event Buyer provides Title Notice to Seller, Seller may, but shall not be obligated to, attempt to cure any objections to title, provided, however, that in the event Seller is unwilling or unable to cure same, then Seller shall notify Buyer in writing within seven (7) days following Buyer's receipt of the Title Notice. If Seller notifies Buyer that Seller is unable or unwilling to cure any such objections, Buyer shall within seven (7) days following Seller's notice either (i) terminate this Agreement by written notice to Seller, whereupon the Deposit shall be returned to Buyer and neither party shall have any further obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), or (ii) waive any such objections and the transaction contemplated hereby shall be consummated as provided herein, without any reduction in the Purchase Price. If Buyer fails to elect either clause (i) or (ii) within such seven (7) day period, Buyer shall be deemed to have elected clause (ii).

Notwithstanding the foregoing, however, in the event that any such defects arise or come into existence following the Title Notice, the Seller shall use reasonable efforts to cure or remove such defects, but need not expend more than \$2,500.00 in order to remove such defects. In that event, the SELLER may extend the time of closing for up to thirty (30) days. If the Seller is unable to cure or remove such defects as provided herein this Agreement shall terminate at the option of the Buyer, the deposit shall be returned to the Buyer and neither party shall have any further liability hereunder.

The Buyer's performance hereunder is conditioned upon title to the Premises being insurable at regular rates on a standard ALTA Owners Form Insurance Policy by companies qualified to do business in the Commonwealth of Massachusetts, for the benefit of the BUYER, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and the "Permitted Exceptions" and any other matters of title agreed upon.

Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts ("REBA") at the time of the delivery of the Deed shall be covered by said title standard to the extent applicable. Any matter or practice arising under or relating to this Agreement which is the subject of a practice arising under or relating to this Agreement which is the subject of a practice standard of REBA shall be governed by such standard to the extent applicable.

6. The Buyer's Due Diligence: Environmental Site Assessment.

The Buyer's right to inspect, examine, and/or investigate the Premises shall be limited solely to the environmental conditions thereof. With respect to such environmental conditions specifically, the Seller and the Buyer agree that the Buyer shall have until December 13, 2013 to obtain a Site Assessment Report and/or study and to perform or cause to be performed such other tests or work as the Buyer deems reasonably necessary for the purpose of determining whether or not any "Oil" or "Hazardous Substances" as defined in Massachusetts General Law Chapter 21E ("Hazardous Materials") or the threat of release of any Hazardous Materials exist at the Premises or any migrating therefrom and for the purpose of determining the remedial and response actions required with respect to any Hazardous Materials or the threat of release of any Hazardous Materials that exist at the Premises (the "Buyer's Site Assessment"). The cost of the Buyer's Assessment Report shall be at the sole expense of the Buyer. A copy of all Assessment Reports obtained by Buyer shall promptly be delivered to Seller. If the Buyer's Site Assessment and any such other tests or work establish that Hazardous Materials or the threat of release of any Hazardous Materials do not exist at the Premises in an amount which would subject the Premises to the requirements of the Massachusetts Contingency Plan, 310 CMR 40.00 et seq, and the jurisdiction of the Department of Environmental Protection of the Commonwealth of Massachusetts (the "DEP") or any other governmental authority with jurisdiction over the handling, storage and/or removal of Hazardous Materials (collectively, the "Governmental Requirements"), the Seller shall not have any further obligations with respect to Hazardous Materials or the threat of release of any Hazardous Materials at the Premises for the purpose of selling the Premises to the Buyer. If the Buyer's Site Assessment or such other tests or work (including tests or work performed by or for the benefit of the Buyer) establish that Hazardous Materials exist or the threat of release of any Hazardous Materials at the Premises or are migrating from the Premises at levels that may subject the Premises to the Governmental Requirements (the "Existing Hazardous Materials"), the Seller and the Buyer agree as follows:

The Buyer shall notify the Seller in writing on or before **Friday, December 13, 2013 @ 2:00pm** (the "Site Assessment Date") that Hazardous Materials exist at the Premises at levels that subject the Premises to the Governmental Requirements, including a copy of any tests or other work performed by or for the benefit of the Buyer and any reports relating thereto. If no timely written notice is provided by Buyer to Seller, then this contingency shall be deemed as waived.

If such tests or work establish that Hazardous Materials either exist at the Premises or are migrating to or from the Premises at levels that subject or threaten to subject the Premises to the Governmental Requirements (the "Existing Hazardous Materials"), the Buyer shall be entitled to deliver written notice thereof to the Seller and terminate this Agreement on or before the Site Assessment Date, unless a written agreement is reached between the parties to the contrary. The Buyer's written notice shall include copies of any report or reports obtained by the Buyer that describe the Existing Hazardous Materials to the extent that such report or reports were not previously furnished by the Seller to the Buyer. In the event of any such termination, the Deposit shall be returned to the Buyer, this Agreement shall terminate, and neither party shall have any further rights or liabilities hereunder.

7. Personal Property:

The Buyer understands that the personal property located at the Premises have been subject to a separate auction conducted simultaneously herewith, and no personal property shall be part of this sale, except such as are mentioned in writing herein as follows:

NONE, unless additional information is provided below:

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Notwithstanding the foregoing, any personal property remaining at the Premises at time of closing shall remain for Buyer's use and enjoyment in its "AS IS" condition, and Seller shall have no obligation to remove any such property, whether personal, fixtures or otherwise.

8. Miscellaneous:

The sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or misdescription, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the foreclosing mortgagee and Auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Seller shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale.

9. Delivery of Documents.

At the Closing, the Seller shall deliver to the Buyer the following documents (the "Documents"):

(a) Quitclaim Deed in proper form (the "Deed"), containing full covenants of title, sufficient to convey to the Buyer, or its designee as provided for herein, good and marketable fee simple title to the Premises, free from all encumbrances and defects other than Permitted Encumbrances;

(b) Affidavits customarily required by title insurance companies in the State of Massachusetts for the issuing of title insurance protecting against mechanics liens and parties in possession; and

(c) To the extent the same are in Seller's possession, keys for the Premises.

10. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to the conflicts of laws provisions thereof.

11. Notices.

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement, shall be in writing and shall be hand delivered, sent by guaranteed overnight parcel express service or mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by email which includes a scanned copy (with a confirming copy sent by another permitted means), addressed as follows:

- (a) If to Seller:  
Burnett Road, LLC  
7 Balsam Drive  
Wilbraham, MA 01095

with a copy to its counsel:  
Mark R. Draymore, Esq.  
1350 Main Street, 4<sup>th</sup> Floor  
Springfield, MA 01103  
[mrd@draymore.com](mailto:mrd@draymore.com)  
Phone: (413) 739-9696  
Fax: (413) 739-3082

- (b) If to Buyer:  
Reference is made to BUYER'S CONTACT INFORMATION annexed hereto as Exhibit "B" and incorporated herein by reference.

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be mailed or emailed in the manner described above, or which shall be delivered to a telegraph company, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or, with respect to a email, the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

12. Broker's Fee.

The Buyer represents to Seller that he or she has not dealt with a real estate agent or broker with respect to this transaction and no commission is due upon closing unless a BROKER REGISTRATION FORM was completed and returned to the Auction Office at least 48 hours prior to the auction in the form annexed hereto as Exhibit "C".

The acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the Seller and that the Premises are conveyed in "as is" condition.

As an express term and condition of this Memorandum, in the event Seller is unable to comply with its obligations under this Agreement, Seller reserves the right to void this transaction. If the Seller voids this transaction and is not able to convey good and marketable title to the Buyer for any reason, the mortgagee's sole responsibility shall be the return of deposit paid. The Buyer shall have no further recourse against the Seller, the Seller's attorney or the auctioneer.

The sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or misdescription, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the foreclosing mortgagee and Auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price.

The undersigned Buyer at this Public Auction Sale, does hereby acknowledge having read the foregoing Memorandum of Sale and agree to the terms and conditions as set forth herein. The undersigned Buyer further acknowledges receipt of a copy of said Memorandum.

Executed under seal this \_\_\_\_ day of November, 2013.

	BURNETT ROAD, LLC ("Seller")
By: _____	By: _____
, Buyer	Its Manager
	AARON POSNIK & CO., INC.
	By: _____
	Its Auctioneer



EXHIBIT "A"

Legal Description

All that certain parcel of land and the buildings thereon shown as Parcel B on a plan of land entitled "Deed Plan Parcel-B" prepared by Cabot, Cabot and Forbes Co. dated September 1957 revised December 11, 1957 and recorded with the Hampden County Registry of Deeds in Book of Plans 64, Page 59 (the "Plan") excepting therefrom Parcel A as shown on a plan entitled "Plan of Land in Chicopee, Massachusetts, Hampden County owned by Chicopee Inn Associates", prepared by Durkee White Towne & Chapdelaine and recorded with said Hampden County Registry of Deeds in Book of Plans 255, Page 66.

EXHIBIT "B"

AGREEMENT OF SALE

OWNER'S SALE OF REAL ESTATE AT PUBLIC AUCTION

(Continued)

PREMISES: 295 Burnett Road, Chicopee, Hampden County, Massachusetts

BUYER'S CONTACT INFORMATION

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_

BUYER'S ATTORNEY: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_

MORTGAGEE'S ATTORNEY:

Mark R. Draymore, Esq.  
Law Offices of Mark R. Draymore, LLC  
1350 Main Street – 4<sup>th</sup> Floor  
Springfield, MA 01103  
Tel. No. (413) 739-9696  
Fax No. (413) 739-3082  
Email: mrd@draymore.com

State Tax Form 290  
 Certificate: 1124  
 Issuance Date: 11/12/2013

MUNICIPAL LIEN CERTIFICATE  
 CITY OF CHICOPEE  
 COMMONWEALTH OF MASSACHUSETTS

Requested by AARON POSNIK & CO., INC.  
 83 STATE ST  
 SPRINGFIELD, MA 01103

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 11/05/2013 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0239-00001	295 BURNETT RD CITY OF CHICOPEE		
BURNETT ROAD LLC		Land area :	6.96 AC
107 HIGH PINE CIR		Land Value :	1,581,800
WILBRAHAM	MA 01095	Impr Value :	1,839,200
		Land Use :	0
		Exemptions :	0
		Taxable Value:	3,421,000

Deed date: 06/12/2006 Book/Page: 15969/391  
 Class: 301-MOTELS-GENERAL

FISCAL YEAR	2013	2012	2011
DESCRIPTION			
COMMERCIAL RE TAX	\$98,366.78	\$96,581.14	\$94,920.81
Charges/Fees	\$ .00	\$ .00	\$ .00
Abatements/Exemptions	-\$20,133.68	\$ .00	\$ .00
Payments/Credits	-\$78,233.10	-\$96,581.14	-\$94,920.81
Interest to 11/12/2013	\$ .00	\$ .00	\$ .00
<b>TOTAL BALANCE DUE:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

NOTE: F/Y 2013 TAXES 1ST HALF DUE 12/19/2012  
 2ND HALF DUE 05/01/2013

NOTE: F/Y 2014 TAXES NOT YET AVAILABLE

CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.

Electric: 10/25/13 \$ 74.25 NOT PAID ACCT. 00090672 - 00

10/25/13 \$ 10.54 NOT PAID ACCT. 00090777 - 00

10/25/13 \$ 2,085.81 NOT PAID ACCT. 16114999 - 01

Electric payments to be paid to the Chicopee Electric Light.



CAROLE J. HARMS  
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

18573

18573  
CHICHOPEE IN ASSOCIATES  
DATE: 11-11-66  
SCALE: 1" = 40'



LEGACY: THIS PLAN HAS BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS OF THE STATE OF MASSACHUSETTS.

DESIGNED BY: *John T. Chouhane*  
DATE: 11/11/66

APPROVAL UNDER THE SUPERVISION CONTROL LAW IS NOT REQUIRED

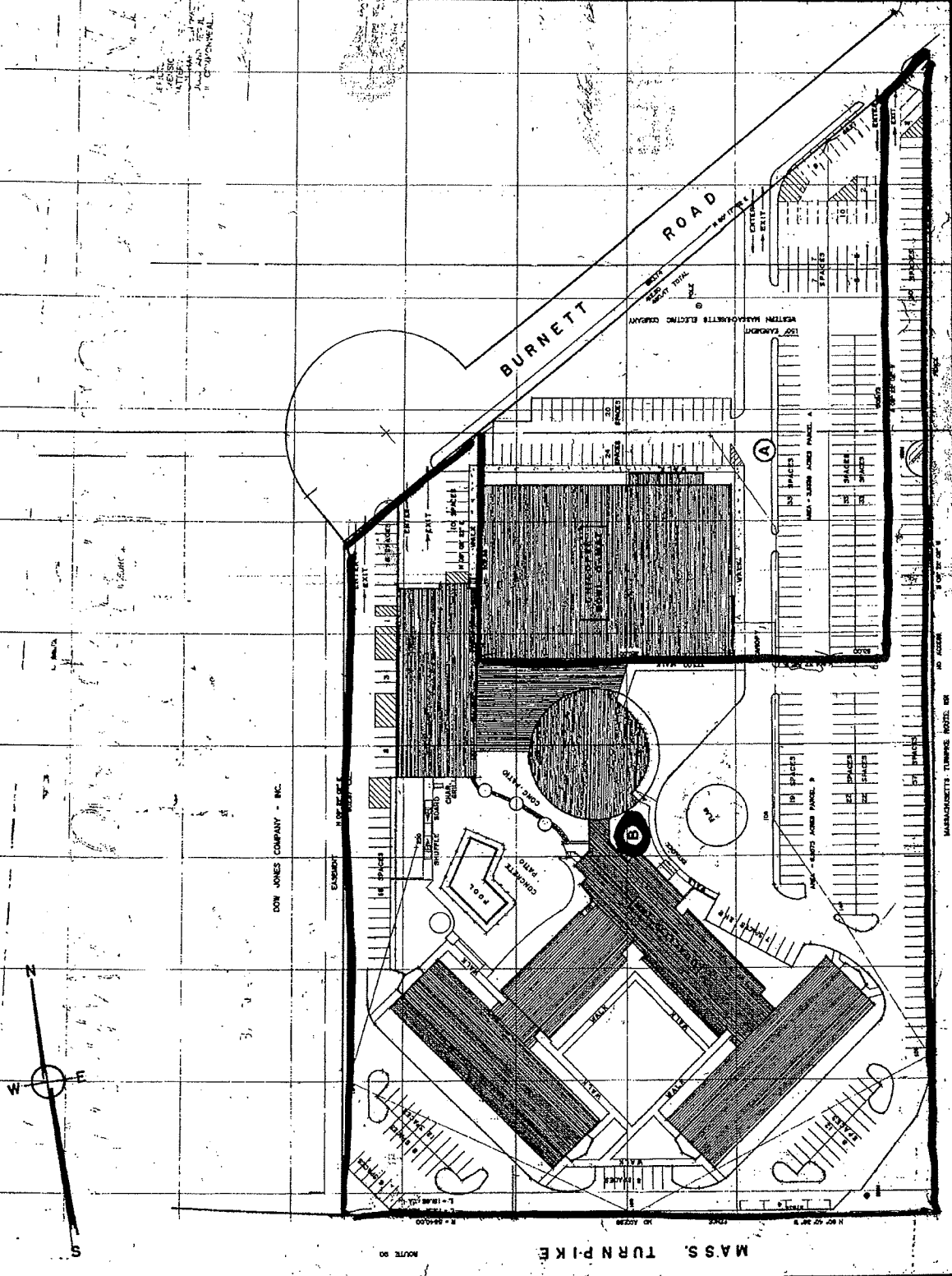
NO EXISTING STRUCTURES OR UTILITIES SHOWN AS TO THE EXISTENCE OR LOCATION OF ANY LOT SHOWN ON THIS PLAN.

PLAN OF LAND IN THE CITY OF CHICHOPEE - MASS.

OWNED BY: CHICHOPEE IN ASSOCIATES  
CHICHOPEE, MASS. A CHICHOPEE COMPANY

CHICHOPEE IN ASSOCIATES  
CHICHOPEE, MASS.

SCALE: 1" = 40'



# Chicopee, MA : Commercial Property Record Card

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## Search For Properties

Account	Street #	Street Name	Condo Unit	
	295	BURNETT RD		<input type="button" value="Search"/> <input type="button" value="Reset Search"/>

Parcel ID	Card	Routing No	Location	Zoning	State Class	Acres
0239-00001	1	0239-00001	295 BURNETT RD	0	301 - Motels	6.957
Living Units	0					

## Owner Information

Burnett Road Lic

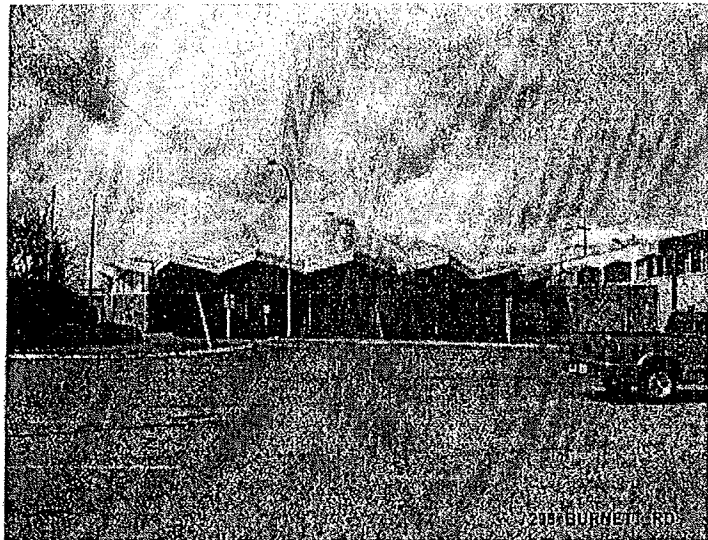
## Deed Information

Book/Page: 15969/391  
Deed Date: 2006/06/12

## Building Information

Building No: 1  
Year Built: 1960  
No of Units: 99  
Structure Type: Hotel/Motel Low Rise  
Grade: D  
Identical Units: 1

## Property Picture



## Valuation

Land: \$1,581,800  
Building: \$1,839,200  
Total: \$3,421,000  
Net Assessment: \$3,421,000

## Sales History

Book/Page	Date	Price	Type	Validity
n/a	1993/05/01	\$1,250,000	Land + Bldg	S
n/a	1992/07/01	\$1,700,000	Land + Bldg	L

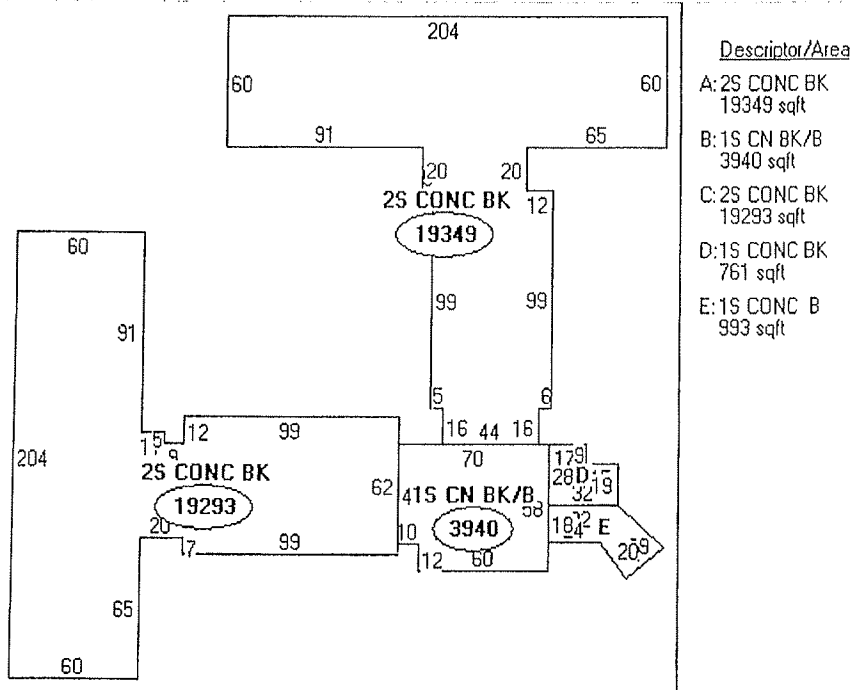
## Out Building Information

Structure Code	Width	Lgth/SqFt	Year	RCNLD
Asphalt Parking			1950	\$38,750
Light - Mercury Vapor, Pole			1950	\$1,330
Comm Swlm Pool			1950	\$15,330

**Exterior/Interior Information**

Levels	Size	Use	Type	Ext. Walls	Const. Type	Partitions	Heating	A/C	Plumbing	Condition	Func. Utility	Unadj. RCNLD
B1-B1	n/a	Support Area			Wood Joist	Normal	Hot Air	None	Normal	Fair	Poor	39640
01-01	n/a	Motel		Brk/Conc Blk	Wood Joist	Normal	Hw/Steam	Unit	Normal	Poor	Poor	688880
02-02	n/a	Motel		Brk/Conc Blk	Wood Joist	Normal	Hw/Steam	Unit	Normal	Fair	Poor	958320

**Building Sketch**



**Notice**

**FY 2013 Database**

The information delivered through this on-line database is provided in the spirit of open access to government information and is intended as an enhanced service and convenience for citizens of Chicopee, MA.

The providers of this database: CLT, Big Room Studios, and Chicopee, MA assume no liability for any error or omission in the information provided here.

Comments regarding this service should be directed to: [slwanick@chicopeema.gov](mailto:slwanick@chicopeema.gov), [vrobak@chicopeema.gov](mailto:vrobak@chicopeema.gov), or [lmccarthy@chicopeema.gov](mailto:lmccarthy@chicopeema.gov)



EASEMENT

*KNOW ALL MEN BY THESE PRESENTS*, that

**BURNETT ROAD, LLC**, a Massachusetts limited liability company with a mailing address of 107 High Pine Circle, Wilbraham, Massachusetts 01095, hereinafter referred to as "Grantor",

hereby give, grant, bargain, sell and convey unto **BURNETT BILLBOARD, LLC** (the "Lender"), a Massachusetts limited liability company with a mailing address of 7 Balsam Drive, Wilbraham, Massachusetts 01095, hereinafter referred to as "Grantee",

for consideration paid of less than \$100.00, receipt of which is acknowledged,

an easement for the purposes set forth hereinafter over a portion of that certain real property located at 295 Burnett Road, Chicopee, Massachusetts, as more particularly bounded and described as follows:

Reserving unto Burnett Billboard, LLC ("Grantee") a perpetual, exclusive easement over that portion of the premises conveyed to the Grantor by deed dated June 6, 2006 and recorded with the Hampden County Registry of Deeds in Book 15969, Page 391 consisting of the ground area on which the existing pole supporting structure is located at the southeasterly portion of the Grantor's premises along the Massachusetts Turnpike, with reasonable means of access thereto, as hereby shown as "Easement Area" on the sketch attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of maintaining, replacing, removing, constructing and rebuilding the pylon structure for the support of billboard signs. In addition to the above granted rights, Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, (i) the right at any reasonable time or times to enter upon the premises conveyed hereby at such point or points as Grantee may deem expedient or necessary for the purpose of exercising its rights hereunder, and (ii) the right to have electric service supplied to said pylon or structure by means of an electric service easement over or under the premises from Burnett Road to said pylon or structure. Grantee covenants that said rights shall be exercised, so far as practicable, with consideration of the convenience of the grantor hereunder and with as little disturbance to the business conducted on the premises as is possible. And Grantee covenants that Grantee shall (i) pay all costs and expenses in the construction and maintenance of said pylon or structure, (ii) maintain liability insurance with respect to said pylon or structure insuring Grantee, the Grantor herein and grantor's mortgagee(s), if any, (iii) construct and maintain said pylon or structure in compliance with all local, state and federal laws and regulations, (iv) pay all personal property taxes with respect to said pylon or structure, and (v) not advertise lodging on the billboards supported by said pylon or structure so long as the business of lodging is conducted on the premises, or advertise such other use as may be conducted on the Premises now or in the future, without the written consent of the Grantor. The Grantor acknowledges and agrees that in addition to the above rights, Grantee shall be entitled to encumber, lease, sublease, contract and otherwise deal with the billboard structure and this easement for all lawful purposes.

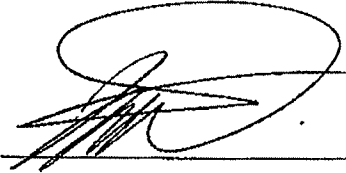


The provisions hereof shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Grantor, his successors, heirs, or assigns, reserves the right to fully use and enjoy said premises, subject to the rights, privileges and authority herein granted.

EXECUTED under seal as of the 20<sup>th</sup> day of December, 2007.

Witness:



BURNETT ROAD, LLC

By:   
Maria E. Cantalini-Petitt, its Manager

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 20<sup>th</sup> day of December, 2007, before me, the undersigned notary public, personally appeared Maria Cantalini-Petitt, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the duly authorized Manger of the above LLC.



MARK R. DRAYMORE, NOTARY PUBLIC  
MY COMMISSION EXPIRES: ~~10-18-07~~ 10-17-14



MARK R. DRAYMORE  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 17, 2014

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DEED

CHICOPEE COMMERCIAL ASSOCIATES LIMITED PARTNERSHIP, a Connecticut limited partnership having a place of business at 2410 Albany Avenue, West Hartford, Connecticut 06117, for consideration of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), grants to MARIO CANTALINI AND JOSEPHINE V. CANTALINI (a/k/a Josephine E. Cantalini), both of 47 Overlook Drive, Springfield, Massachusetts, without covenants, that certain real property located at 296 Burnett Road, Chicopee, Massachusetts, more particularly described on Schedule A attached hereto and made a part hereof.

Executed as a sealed instrument as of May 19, 1993.

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CHICOPEE COMMERCIAL ASSOCIATES LIMITED PARTNERSHIP

By: Konover Management Corporation,  
 its sole general partner

By: [Signature]  
 Anthony F. Intino, II  
 Vice President

By: [Signature]  
 Carrie Grinsell  
 Assistant Treasurer

STATE OF CONNECTICUT )  
 ) ss. West Hartford  
 COUNTY OF HARTFORD )

May 19, 1993

Then personally appeared the above named Anthony F. Intino, II who being by me duly sworn, did say that he is the duly authorized Vice President of Konover Management Corporation, General Partner of Chicopee Commercial Associates Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation and limited partnership before me.

[Signature]  
 Notary Public

MADONNA L. BURNS  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES OCT. 31, 1995

NOTARY PUBLIC STATE OF CONNECTICUT

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RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS AGREEMENT is made this 31 day of March, 1988,

by and between SHEA, Q. I., INC., a Massachusetts corporation,  
116 Mulberry Street, Springfield, Massachusetts 01103,  
hereinafter called "Shea"; and CHICOPEE BOWL-O-MAT, INC., a  
Massachusetts corporation, 1112 North Rolling Road, Baltimore,  
Maryland 21228, hereinafter called "BOM".

R E C I T A L:

Property Address: Summit Road  
Chicopee

BOM is the owner of the parcel of land, together with the building and other improvements thereon, in Chicopee, Massachusetts, described in Exhibit A annexed hereto. Said parcel of land together with the building and other improvements thereon, is hereinafter called the "Bowling Premises", and the building currently located on the Bowling Premises is hereinafter called the "Bowling Building". Shea is the owner of the parcel of land, together with the building and other improvements thereon, in Chicopee, Massachusetts, described in Exhibit B annexed hereto. The parcel of land owned by Shea, together with the building and other improvements thereon, is hereinafter called the "Hotel Premises", and the building currently on the Hotel Premises is hereinafter called "Hotel Building". The Bowling Premises and the Hotel Premises constitute one complex (which complex is hereinafter called the "Tract"), and the Bowling Building and the Hotel Building are attached to each other. Certain utility lines service both the Bowling Premises and the Hotel Premises, and the properties, because of their positions relative to each other, share certain common facilities. In accordance with the Lease (the "Lease") between Chicopee Motor Inn, Inc., as lessor, and BOM, as lessee, dated October 13, 1978, fee simple title to the Bowling Premises was heretofore conveyed to BOM by Shea pursuant to Section 34 of the Lease which Section provides for partition of the two (2) properties. Upon such conveyance, the Lease was terminated and is of no further force or effect.

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NOW, THEREFORE, WITNESSETH, that for and in consideration of the One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledge by the Parties, and in consideration of the covenants and agreements herein contained, the Parties agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

(a) "Common Areas" shall mean those portions of the Bowling Premises and Hotel Premises which will be available from time to time, in accordance with the terms and conditions of this Agreement, for the non-exclusive use of any Party (as hereinafter defined) hereto and for the general use, convenience and benefit of the Parties hereto and their Permittees (as hereinafter defined). The Common Areas shall include, without limiting the generality of the foregoing, the parking areas, directional signs, parking lot lights, parking spaces, all walkways and roadways, loading docks, landscaped areas, and utility facilities located (and not attached to buildings) on the Hotel and/or Bowling Premises.

(b) "Common Utility Facilities" shall mean all utility facilities whose use is shared by the Parties to this Agreement, including, storm drainage facilities, sanitary sewer systems, water systems, fire protection installations, electric power and

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telephone cables and lines, and all necessary connections,  
including lines, pipes and ducts for such facilities.

(c) "Party" shall mean each of the parties hereto and  
any successors or assigns of each of them acquiring or succeeding  
the fee simple ownership of all or any part of either the Hotel  
or Bowling Premises. The term shall not include any lender or  
mortgagee, nor purchaser under a "sale and lease back"  
transaction, nor lessee or tenant of space in either the Hotel or  
Bowling Premises. A Party which has previously been an owner but  
as a result of a "sale/lease back" transaction has become a  
tenant shall continue to be deemed a Party hereunder.

(d) "Permitee" shall mean the tenants, employees,  
agents, contractors, customers, invitees and licensees of each  
Party.

(e) "Parcel" shall be a generic term meaning either  
the Hotel or Bowling Premises, as the case may be.

(f) All other terms defined in this Agreement shall  
have the meanings ascribed to them.

2. Reciprocal Easements.

(a) Subject to any express or implied limitation or  
reservation contained herein, each Party grants to the other and  
its Permittees the following easements:

(1) Easements for the purpose of maintaining,  
repairing, or reconstructing any facilities on the Parcel of the

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grantee that must, as a practical matter, be maintained, repaired or reconstructed from the grantor's Parcel.

(2) Easements for all encroachments arising out of the construction or alteration of any building which are of a minor or inconsequential nature.

(3) Easements to reasonably enter upon any portion of the Parcel of the grantor for the purpose of performing any obligation which the grantor is required to perform under this Agreement, but fails or refuses to perform after the expiration of all applicable notice and cure periods.

(4) Subject to the prior written approval of the grantor with respect to the locations of the easements which will not be unreasonably withheld, easements for the reasonable installation, maintenance and operation of any Common Utility Facility or any utility line or connection, including heating and air conditioning pipes and ducts serving either Parcel.

(5) Easements for all necessary maintenance, repair and service of any portion of the Common Areas.

(6) Easements for underground foundations and wall footings arising out of the design and construction of any building, provided that such easement shall not limit or interfere with the grantor's use of that portion of its Parcel subject thereto.

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(7) Easements for all encroachments existing on the date hereof; provided that, and as conditions thereto: (i) the grantee shall maintain such encroachments at its sole cost and expense; (ii) the encroachments shall not be enlarged or increased except in accordance with Section 2(a)(2); and (iii) the grantee shall indemnify the grantor and hold it harmless from all loss, cost and damage arising in connection with such encroachments, except for the negligence of the grantor. In the event any such encroachment is damaged or destroyed, the grantee may repair and/or reconstruct such encroachment, and any such repair or reconstruction shall be effected with reasonable promptness and in a workmanlike manner and in a manner which will not unreasonably interfere with the use of the grantor's Parcel.

(8) Easements for the use of fire escapes located on the grantor's Parcel.

(9) Easements for the continued operation and maintenance of signs of the grantee located on the grantor's Parcel.

(b) Subject to any express or implied limitation or reservation contained herein, each Party grants to the other and its Permittees, the following non-exclusive easements:

(1) Easements for the reasonable use of all facilities within the Common Areas designated for vehicular and pedestrian use.

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(2) Easements for all roadways to provide passage for all vehicle and pedestrian traffic between all portions of the Tract and abutting streets, roads and highways.

(3) Easements to reasonably use all sidewalks, walkways, and other portions of the Common Areas.

(c) (1) In addition to the other easements granted hereunder by the Parties, Shea hereby grants to BOM easements for all utility lines, meters, submeters, electric panel boxes, sprinkler lines and other similar items currently located on, running through, across, or over the Hotel Premises which service the Bowling Premises. BOM hereby grants to Shea easements for all utility lines, meters, submeters, electric panel boxes, sprinkler lines and other similar items currently located on, running through, across or over the Bowling Premises, which service the Hotel Premises. Any easement granted to either party under this Section shall terminate at such time as the applicable Parcel is no longer serviced by the applicable utility line either because such service is no longer necessary for such Parcel or such Parcel is serviced by a separate line. After prior written notice to the other Party, either Party may change the location of any utility line for which an easement is granted under this Section provided service of such utility to the other Parcel is not interrupted as a result of such relocation, it being the understanding of the Parties that no



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interruption of any utility shall be permitted as a result of a relocation of any utility line.

(2) Electrical service to the Bowling Premises is currently supplied from an electrical line which also services the Hotel Premises and is located on the Hotel Premises. There is only one (1) main electrical meter for the electrical service supplied to both the Hotel Premises and the Bowling Premises. However, electrical usage by the Bowling Premises is metered by means of a submeter located on the Hotel Premises. BOM shall pay for all electricity consumed by it during any billing period, and the Parties shall jointly read the electric submeter at the end of each billing period to ascertain BOM's consumption for such period. Promptly after receipt by Shea of a utility company bill for such billing period, Shea shall advise BOM of the receipt of such bill and BOM shall promptly pay Shea for the amount of electricity consumed by BOM during such billing period. BOM may make its check for such charges payable directly to the utility company but shall deliver such check to Shea. Promptly after receipt of BOM's check, Shea agrees to pay the applicable utility bill in full. Shea agrees to pay all utility bills in accordance with the terms of this Section, and to indemnify and save BOM harmless if Shea fails to do so. If Shea fails to timely pay any utility bill after receipt of a bill from such utility and after receipt of BOM's check as set forth herein and

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such failure is not due to a failure of BOM to deliver to Shea a check for its share of such bill, then Shea shall be responsible for all late fees and charges arising as a result, thereof, and shall indemnify and save BOM harmless from any and all costs, expenses, claims, liabilities, and expenses (including attorneys' fees) incurred by BOM as a result of such late payment or resulting from any interruption of electrical services as a result of such late payment.

(c) Each grantee of any easement granted under this Article 2 agrees to defend, indemnify and hold the grantor harmless from and against all claims, liabilities and expenses, including reasonable attorneys' fees, arising out of or in any way connected with or resulting from the grantee's use of any easement hereby granted.

3. Use, Maintenance and Management of Common Areas.

(a) During the term of this Agreement, the Parties and their respective Permittees shall be entitled to the non-exclusive use, free of charge, but in common with others entitled thereto, of: (i) the automobile parking areas (hereinafter sometimes called "Parking Areas") from time to time available on the Parcels; (ii) the entrances and exits to such parking areas and the driveways thereon, for vehicular and pedestrian ingress and egress only (which parking areas, entrances, exits and driveways are sometimes hereinafter collectively the "Vehicle Areas"); and

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(iii) the pedestrian walkways from time to time on the Parcels for pedestrian ingress and egress only. Each Party and its Permittees may use any of the Vehicle Areas for ingress and egress, and may use the Parking Areas for parking of non-commercial vehicles and may load and unload commercial vehicles in the Parking Areas at the service door to each of the buildings located on the Tract from time to time in a manner so as to minimize interference with the other Party's business, and shall thereafter promptly remove such vehicles; but no Party shall permit its employees or concerns making deliveries to or pick ups from its Parcel to use any portion of the Vehicle Areas on the other Parcel other than those portions of such Vehicle Areas as the Party owning such other Parcel shall from time to time designate for such purpose in writing. Nothing herein contained shall be deemed to be a dedication of the Common Areas to public use, it being the Parties' intention that the Common Areas may be used only by each Party and its Permittees and then only for the particular facilities and limited purpose specified as to each user.

(b) Each party shall at its sole cost and expense cause to be operated and maintained the Common Areas on its Parcel in good condition and repair including, but not limited to:

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(1) Maintain the surface of the Parking Areas and service, loading and sidewalk areas evenly covered with appropriate material (using surfacing material and specifications of a quality equal or superior to the original surfacing material) so as to be of uniform appearance and construction without differences in height, grade or materials. It is specifically agreed and understood that no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the easement areas; provided, however, that the foregoing provision shall not prohibit the installation of landscaping, nor of limited curbing and other forms of traffic controls.

(2) Remove all debris, filth, and refuse from, and periodically sweep and, when seasonably required, sand and/or salt all portions of the Common Areas on its Parcel.

(3) Maintain any directional signs, markers or lights that shall currently be on its Parcel or as may be reasonably necessary with respect to its Parcel.

(4) Reasonably maintain and, when necessary, replace all landscaping presently situated on its Parcel.

(5) Maintain any perimeter walls and fences on its Parcel in a good state of repair, both structurally and cosmetically.

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(6) Repaint markers, directional signs and striping as needed on its Parcel.

(7) Perform any and all duties as may be reasonably necessary to keep the Common Areas on its Parcel in good condition and repair and usable for the purposes herein set forth.

(8) No Party shall permit unreasonable accumulations of garbage, trash, rubbish or other refuse, on or within its Parcel or the buildings thereon. A trash dumpster servicing the Bowling Premises is currently located on the Hotel Premises and may be reasonably relocated by Shea from time to time. Shea hereby grants to BOM an easement for the continued maintenance of such dumpster on the Hotel Premises. The portion of the Common Areas on the Hotel Premises which is in immediate proximity to the exterior of such dumpster shall be maintained in a clean and safe condition by the owner of the Bowling Premises.

(9) Each Party shall, to the extent possible without undue costs, remove ice and snow from the Vehicle Areas on its Parcel with reasonable promptness under the circumstances. The Parties shall endeavor to coordinate their ice and snow removal for such Vehicle Areas, and to have such work performed by one contractor reasonably acceptable to both Parties.

(c) The controls for the parking lot lights for both Parcels are located on the Hotel Premises. Shea shall keep the

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parking lot lights on both Parcels lighted from dusk until at least one (1) hour after all businesses conducted on the Bowling Premises close. All consumption charges for electricity for such lights shall be borne equally by the Parties. Each Party shall keep the parking lot lights on its Parcel in good operating condition. The Parties shall request that the utility company which furnishes electricity to the Tract furnish a survey or estimate which shows the approximately cost per hour of lighting such lights. The Parties shall request such a survey or estimate no less frequently than once every two (2) years. BOM shall pay Shea for one-half (1/2) of the estimate monthly electrical costs for lighting such lights. Such payment shall be made concurrently with the payment required under Section 2(c)(2), and under the same terms which apply to such payment under Section 2(c)(2).

(d) If either Party fails to perform any of its obligations under (b) above, then the other Party, after the expiration of thirty (30) days following receipt of written notice to the defaulting Party without cure (or without notice in case of an emergency) and in addition to any other right or remedy it may have, may (but shall be under no obligation to) perform such obligation; and may enter the defaulting Party's Parcel and take all action thereon as may be necessary in connection therewith; and all sums expended by the non-defaulting

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Party to perform such obligations, with interest at the prime rate published by the Wall Street Journal on such date of completion (or if such paper is not published on such date, then on the last day such paper was published prior to such date of completion), plus three percent (3%) shall be paid by the defaulting Party upon demand. Notwithstanding anything herein to the contrary, if the defaulting Party shall, within said thirty (30) day period, remedy the default with respect to which any notice has been given as aforesaid, or if by reason of the nature of the default it cannot be remedied within said thirty (30) day period but the defaulting Party shall have begun to remedy such default within said thirty (30) day period and proceeds with reasonable diligence to complete the remedying thereof, the notice of default shall cease to be operative and shall become without force or effect as if it had never been given. In exercising its rights set forth in this subparagraph, the non-defaulting Party shall not unreasonably interfere with the conduct of the other Party's business on its Parcel.

4. Additional Improvements and Party Walls.

(a) Each party hereby reserves the right, from time to time, to make at its own expense, any insignificant change, modification or alteration to its portion of the Common Areas provided that and as conditions thereto:

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(1) The accessibility of such Common Areas for pedestrian and vehicular traffic (as it relates to the remainder of the Hotel Premises and Bowling Premises) is not unreasonably restricted or hindered.

(2) There shall be maintained at all times within such Common Areas, a sufficient number of vehicular parking spaces to meet the parking requirements set forth in this Agreement.

(3) No governmental rule, ordinance or regulation shall be violated as a result of such action.

(4) No change shall cause the other Party to be in violation of any governmental rule ordinance or regulation.

(5) No change shall be made in the access points between the Common Areas and the public streets; provided, however, that additional access points may be created with the approval of the other Party, such approval not to be unreasonably withheld.

(6) At least fifteen (15) days prior to making any such change, modification or alteration, the Party desiring to do such work shall deliver to the other Party copies of the plans therefor.

Notwithstanding anything herein to the contrary, either Party may from time to time construct additional improvements on all or any part of its Parcel, including, without



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limitation, on the Parking Areas and driveway areas thereon, or change the locations or arrangement of any improvement on its Parcel or all or any part of the parking and/or driveway areas thereon, or add or deduct any land to or from its Parcel, or enlarge or reduce or change the buildings and/or other improvements on its Parcel; provided that, and as conditions thereto, at no time shall the number of parking spaces on the applicable Parcel be less than the number required by applicable zoning and/or other laws unless a variance or special exception is obtained, and no such construction of additional improvements or alteration of existing improvements shall obstruct the reasonable flow of traffic between the Parcels or between the Parcels and adjacent public streets. Prior to making any such change to its Parcel permitted under this Subsection (a), or filing for a variance or special exception, the Party desiring to make such change or to make such filing shall give the other Party notice thereof, and upon the other Party's request, the Party giving such notice shall supply the other Party with copies of drawings and petitions sufficient to show the intended changes and/or variance or special exception desired.

(b) With respect to the common walls of the Hotel and Bowling Buildings, the Parties agree as follows:

(1) Such common walls are and are hereby declared to be party walls and the common property of the Parties and each

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shall have the full and free right to use such party walls for the full length and height thereof.

(2) The Parties agree to equally share all costs of maintenance and repair of the party walls necessary to maintain the party walls in a sound condition, provided, however, that if any repairs thereto or reconstruction thereof are necessitated by any act or omission of one of the Parties, such Party shall repair or rebuild, as the case may be the party walls at its sole expense.

(3) In the event of partial or total destruction of any party wall by fire or other casualty not the sole fault of either Party as set forth in the preceding subsection, and if either party desires to reconstruct the party wall so destroyed, and if the reconstructed party wall is thereafter utilized by both Parties, the Party thereafter utilizing the reconstructed party wall shall pay the Party who reconstructed such party wall an amount equal to one-half (1/2) of the original cost of reconstruction plus interest thereon at the annual prime interest rate from time to time published by The Wall Street Journal from the date of completion of such reconstruction, which cost contribution shall be made upon demand and as a condition to using the reconstructed party wall. If such paper is not published on said date of completion, then the Parties shall use the annual prime interest rate published by such paper on the

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last day prior to such completion. Any reconstruction of a party wall shall be at the same location and of the same size as the original party wall, and of the same, comparable or better type and quality materials as those used in the original party wall.

(4) Neither party may increase the height or any party wall without the written consent of the other Party.

(5) The party walls shall be maintained by the Parties in compliance with all applicable laws, rules, regulations, ordinances and building codes.

(6) If either Party fails to pay its entire share of the cost and expense of making necessary maintenance and repairs to the party walls or fails to perform any other obligation under this Agreement on its part to be performed with respect to the party walls, and the other party (the "Advancing Party") advances in excess of its pro rata share of the total cost of such maintenance and repairs, or perform such other obligation, then the Advancing Party shall be entitled to reimbursement by the other Party of all costs and expenses (including reasonable attorneys' fees) incurred by the Advancing Party together with interest at the annual prime interest rate published by The Wall Street Journal on such date of completion, plus Three Percent (3%) in enforcing its rights under this Agreement, whether or not suit is instituted. If such paper is not published on such date, then the Parties shall use the annual

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prime interest rate published by such paper on the last day prior to such completion date.

(7) If either the Hotel Building or Bowling Building (or any part of either Building) is razed and the other Building (or a part thereof) remains standing, then the Party whose building or part thereof is still standing shall have the sole right to use the applicable party wall and all parts thereof, and shall have reasonable access to the other party's Parcel for such purposes. The Party razing its building or part thereof shall do so in a manner which will not damage the party walls and will upon completion of such razing make all necessary tuck-pointing and other repairs to the party walls as will render the party walls in a structurally sound and weathertight condition. The Party razing its building shall also paint (with a color selected by the other Party) the exterior of the exposed party walls if so requested by the other Party.

(8) The party wall rights agreed to herein shall be binding upon the Parties hereto during the periods that both Parties use any currently existing party wall or any replacement thereof.

5. Maintenance and Repair of Buildings.

(a) Each Party covenants and agrees that for so long as this Agreement is in force it will keep and maintain the buildings (including all exterior signs affixed thereto and all

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exterior fixtures) on its Parcel in good order condition and repair at its own cost and expense.

(b) Each Party covenants that for and during the period it desires to operate or cause the operation of a business from any building on its Parcel, it will, unless it elects to proceed under Subsection (d) below, in the event of the destruction or damage to any building or any part thereof on its Parcel, and as often as any such building or any part thereof shall, during such period, be destroyed or damaged by fire or other casualty, promptly rebuild, replace or repair the same to as good condition and to the same general appearance as prior to such damage or destruction.

(c) Each Party shall have the right at any time to alter or remodel the whole or any part of the buildings on its Parcel; provided, however, that such Party shall diligently prosecute the completed such alteration or remodeling work, subject to force majeure.

(d) In the event that either party elects not to rebuild or replace any building situated upon its Parcel subsequent to a total or partial destruction thereof, then and in such event, it shall cause the building to be demolished and attendant debris to be removed therefrom and the Parcel left in a safe and secure condition, without nuisance or hazard.

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6. Insurance.

(a) Each Party shall at all times during the term of this Agreement maintain in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies licensed to do business in the Commonwealth of Massachusetts covering its Parcel, including the Common Areas thereon. Such insurance shall have a single limit of not less than Three Million Dollars (\$3,000,000.00) which limit shall be increased on every fifth (5th) anniversary of the date hereof by not less than Three Hundred Thousand Dollars (\$300,000.00). All such policies shall name the other Party to this Agreement as an additional insured, shall provide that the policy may not be cancelled or materially modified without at least ten (10) days prior written notice being given by the insurer to each of the Parties hereto; and shall be written on an occurrence basis. Each Party agrees to furnish either a certification of such insurance or a copy of such policy to the other at the beginning of each policy term.

(b) Each Party hereby releases the other Party from any liability for any loss or damage to property located on the Tract resulting from fire or other casualty loss of the type generally covered by fire insurance with extended coverage. To the extent legally permissible, the foregoing is intended to release the subrogated claim of an insurer of such property.

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Each Party covenants that it will, to the extent available without additional cost, obtain for the benefit of the other Party a waiver of any right of subrogation which the insurer of such Party may acquire against the other Party by virtue of the payment of any loss covered by such insurance.

7. Condemnation.

(a) If the Common Areas or any buildings or any part thereof on either Parcel are condemned, the owner of the Parcel upon which the condemnation occurs shall, insofar as it is practicable to do so, promptly upon payment of the award therefor apply the proceeds of any such award, to the construction of equivalent improvements upon the remainder of its Parcel and to the restoration of any improvements partially taken or so sold as may be appropriate.

(b) If so much of a Parcel is condemned as makes it impracticable, in the sole judgment made in good faith by the Party whose Parcel is affected, to operate thereon the facilities previously operated by the Party whose Parcel is affected, then the obligations and rights hereunder of such Party shall terminate absolutely, effective at the date when the condemning authority takes possession, except that the easements with regard to any portion of such Party's Parcel not so condemned as are granted under this Agreement shall continue unimpaired by the condemnation or by this Section.

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8. Term of the Agreement.

(a) The covenants, conditions and restrictions contained in this Agreement shall remain in full force and effect for a period of Ninety-Nine (99) years from the date hereof.

(b) The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only with the consent of all Parties hereto by declaration in writing duly recorded in the Hampden County Registry of Deeds. No modification or amendment shall require the consent or approval on the part of any person other than a Party.

9. Notices.

Any notice, demand, request, consent, approval, designation or other communication which any Party hereto is required to or desires to give or make or communicate to the other Party hereto shall be in writing and shall be given or made or communicated by delivery in person, with a signed receipt, or by overnight or next business day delivery service, or by registered or certified mail, postage paid, return receipt requested, addressed to the Parties as follows:

To Shea:	116 Mulberry Street Springfield, Massachusetts 01103
To BOM:	1112 North Rolling Road Baltimore, Maryland 21228



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With a Copy to: Maro J. Lipchin, Esquire  
1112 North Rolling Road  
Baltimore, Maryland  
21228

Each Party may designate a different address for notices by giving notice to the other in the manner herein prescribed. Any notice or other communication sent by mail shall be deemed to have been given, made or communicated, as the case may be, three (3) days after the same was placed in the mail, or on such earlier date as it is actually delivered. Any notice or other communication delivered in person shall be deemed to have been given, made or communicated, as the case may be, on the date of delivery.

10. Miscellaneous.

(a) Each Party covenants to pay with respect to its Parcel, including that portion of its Parcel which is denominated as Common Areas, all taxes, assessments or charges (which may be paid in installments, if so legally permitted) of any type levied or made by any governmental body or agency and to pay all charges connected with acquisition of the insurance coverage required by this Agreement. Notwithstanding the foregoing, it is specifically agreed and understood that each Party shall have the right to contest any such tax, assessment or charge, provided that it shall indemnify the other party and hold it harmless from and against all cost, loss or damage arising therefrom.

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(b) It shall be a condition precedent to the release and discharge of any Party desiring to divest itself of its Parcel or any portion thereof that any and all amounts which shall then be due and payable by such selling Party to the other Party pursuant to this Agreement shall have been paid to such other Party, and that the selling Party shall have delivered at least Ten (10) days written notice of such intention to such other Party. Upon such payment and notice the selling Party shall be freed and relieved, from and after the date of sale or transfer, of all liabilities and obligations with respect to the portion of its Parcel sold or transferred.

(c) The laws of the State of Massachusetts shall govern the interpretation, validity, performance and enforcement of this Agreement. In the event of breach, or any attempted or threatened breach, by any Party of any of the terms, covenants or conditions of this Agreement, the non-breaching Party shall be entitled to (in addition to any other rights and/or remedies it may have under this Agreement) full and adequate relief by injunction and/or all such other legal and/or equitable remedies as may be available. Anything in this Agreement to the contrary notwithstanding, the Parties hereto agree that each Party shall, subject to prior right of any mortgagee of the respective Parcels, look solely to the estate of each Party in its Parcel for the collection of any judgment (or other judicial process)

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requiring the payment of money by either Party in the event of any default or breach by such Party with respect to any of the terms, covenants and conditions of this Agreement to be observed and/or performed by such Party, and no other assets of such Party or any principal of such Party shall be subject to levy, execution or other procedures for the satisfaction of the other Party's remedies. Should any Party institute any legal action or proceeding for the enforcement of any obligations herein contained, the prevailing Party shall be entitled to recover the reasonable costs and attorneys' fees incurred by it in the preparation and prosecution of such action or proceeding. It is expressly agreed that no breach of this Agreement will entitle any Party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of this Agreement.

(d) Nothing in this Agreement shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other association between or among the Parties hereto.

(e) All covenants and obligations contained herein shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, heirs and personal

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representatives. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action in respect to such default. It is intended that all agreements set forth in this Agreement shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all covenants of the Parties shall run with the land.

(f) If any provision or provisions of this Agreement, or the application thereof to the Parties or to any other person or circumstances, shall be held to be invalid, void or illegal, the remaining provisions hereof, and/or the application of such provisions to the Parties or to any person or circumstances other than those as to which it is held to be invalid, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby.

(g) No part of this Agreement shall be construed as creating any rights in the general public, nor shall anything in this Agreement be construed as dedicating for public use any portion of the Tract.

(h) In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots,

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Insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act, except obligations or undertakings to pay any sums of money under the applicable provisions hereof, shall be extended for a period equivalent to the period of such delay.

(i) Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

(j) Each Party hereto covenants that upon written request of any other Party, it will, within fourteen (14) days after receipt of such request, issue to such other Party or a person specified by such requesting Party, an estoppel certificate stating: (i) whether the Party to who the request has been directed knows of any default under this Agreement by the other Party, and if there are known defaults, then specifying such defaults; (ii) whether to the knowledge of the Party to whom the request has been directed this Agreement has been modified or amended in any way (or if it has, then stating the modifications and/or amendments); and (iii) that to the best of the knowledge of the Party receiving such request, this Agreement, as of the date of the estoppel certificate, is in full force and effect.

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(k) Each Party warrants to the other that the rights and easements granted by this instrument are granted free and clear of any prior encumbrance, liens, or adverse claims, other than as follow: (i) zoning ordinances and/or restrictions or prohibitions imposed by governmental authorities; (ii) covenants, conditions, restrictions, agreements, limitations, and easements of record, if any; (iii) any state of facts which an accurate survey of both Parcels may show; and (iv) publicly recorded easements and instruments, and any other easements and matters which may be observed by inspections of the Hotel and Bowling Premises.

(l) This Agreement supercedes all prior Agreements between the Parties hereto whether oral or written, and no modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Parties hereto or their respective successors or assigns.

(m) Various provisions of this Agreement provide for interest which is determined or calculated by reference to the annual prime rate published by The Wall Street Journal. If such paper has ceased publication for more than thirty (30) days prior to any date on which any interest rate is to be determined under this Agreement, then the Parties shall use the prime rate in effect on the applicable date at Chase Manhattan Bank, N.A., or its successors.

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seal.

IN WITNESS WHEREOF, the Parties have executed this Agreement, under seal, as of the day and year first above written.

ATTEST:

SHEA Q.I., INC.

*[Signature]*  
Secretary  
witness

By: *[Signature]* (SEAL)  
Lawrence J. Shea, Jr.  
President and Treasurer

CHICOPEE BOWL-O-MAT, INC.

*[Signature]*  
Secretary

BY: *[Signature]* (Seal)  
Vice-President

STATE OF MASSACHUSETTS ss.  
CITY/COUNTY OF HAMPDEN

On this 4th day of April, 1988, before me, the undersigned officer, personally appeared Lawrence J. Shea, Jr., who acknowledged himself to be the President and Treasurer of Shea Q.I., Inc., a corporation, and that he as such President and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*John Mackey*  
NOTARY PUBLIC  
My Commission Expires: 5/9/91

STATE OF MARYLAND  
COUNTY OF BALTIMORE

On this 30<sup>th</sup> day of March, 1988, before me, the undersigned officer, personally appeared *Russell J. Stark* who acknowledged himself to be a Vice President of Chicopee Bowl-O-Mat, Inc., a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official



*Barbara A. Sliter*  
NOTARY PUBLIC  
My Commission Expires: 7-1-90



Durkee, Little, Town &  
Chaplain: 126 Frank Street  
Chicopee, Mass. 01013

EXHIBIT B  
(Hotel Premises)

All of the parcel of land on Burnett Road in Chicopee,  
Massachusetts, described in the deed to Konover Family Limited  
Partnership, recorded at Book 6025, Page 548, in the Hampden  
County, Massachusetts, Registry of Deeds; excluding therefrom the  
parcel of land described in Exhibit A to the instrument to which  
this Exhibit B is annexed.

See Parcel B on plan entitled "Plan of Land  
in Chicopee, MASS." prepared by Durkee, White, Towne  
and Chaplains dated August 8, 1987, and recorded  
in Hampden County Registry of Deeds in Book of  
Plans 255, Page 66.

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Line of Burnett  
Road being 40.00  
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0.124 acres, and 0.124  
acres, City of  
Chicopee, dated August

Recorded in the Hampden  
County Registry of Deeds  
Book 6025, Page 548

Hampden County  
Registry of Deeds  
Book 6025, Page 548

From the office of Durkee, White, Towne &  
Chapdelaine  
356 Front Street  
Chicopee, Mass. 01013

EXHIBIT A

Engineer's description of parcel of land situated on the southerly side of Burnett Road, Chicopee, Hampden County, Massachusetts, now owned by the Treadway Inn of Springfield-Chicopee, Inc., bounded and described as follows;

Beginning at a point situated in the southerly line of Burnett Road, Chicopee, Hampden County, Massachusetts, said point being 49.74 feet westerly of where the southerly line of Burnett Road intersects with the westerly line of the Massachusetts Turnpike, point of beginning being the northeasterly corner of the parcel herein described; thence running,

- S 09° 22' 02" W Along other land of the Treadway Inn of Springfield-Chicopee, Inc., a distance of 505.73 feet to a point; thence
- N 80° 37' 58" W Along other land of the Treadway Inn of Springfield-Chicopee, Inc., a distance of 373.00 feet to a point; thence
- N 09° 22' 02" E Along other land of the Treadway Inn of Springfield-Chicopee, Inc., a distance of 202.87 feet to a point situated in the southerly line of Burnett Road; thence
- N 60° 17' 32" E Along the southerly line of Burnett Road, a distance of 480.47 feet to a point, the point of beginning.

The above described parcel of land contains 3.0339 Acres, and all as shown on a plan made by Durkee, White, Towne & Chapdelaine, Civil Engineers & Land Surveyors, Drawing 482-4402, Sheet 20, dated August 7, 1978.

Being part of Parcel B as shown on a plan recorded in the Hampden County Registry of Deeds Book of Plans 64 Page 59 and subject to covenants and restrictions as described in Hampden County Book 2712 Page 129 and Book 2593 Page 55.

Subject to rights of Western Massachusetts Electric Company by instrument recorded in Book 2455 Page 44, 2521 Page 491, Book 2577 Page 343 and Book 2775 Page 444.

See Parcel A on plan of land entitled "Plan of Land in Chicopee, Mass" prepared by Durkee, White, Towne and Chapdelaine dated August 8, 1977, and recorded in Hampden County Registry of Deeds in Book of Plans 255, Page 66.

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## **BROKER REGISTRATION FORM**

THE REGISTRATION FORM MUST BE COMPLETED AND RETURNED TO THE AUCTION OFFICE NO LATER THAN 48 HOURS PRIOR TO THE DAY OF SALE.

DATE: \_\_\_\_\_, 2013      PHONE NUMBER: \_\_\_\_\_

BROKER NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

BROKER'S LICENSE Number & State of Issuance \_\_\_\_\_

CLIENT'S NAME: \_\_\_\_\_

IF CORPORATE, AUTHORIZED AGENT'S NAME: \_\_\_\_\_

CLIENT'S TELEPHONE #: \_\_\_\_\_

CLIENT'S SIGNATURE ACKNOWLEDGING YOUR REPRESENTATION:

X \_\_\_\_\_

I, \_\_\_\_\_, DO THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
HEREBY STATE THAT I AM ACTING IN MY CAPACITY AS A BROKER WITH THE ABOVE  
REFERENCED CLIENT, IN REGARD TO THEIR INTENDED PURCHASE OF THE REAL PROPERTY  
LOCATED AT \_\_\_\_\_  
I FURTHER STATE THAT I AM NOT A PRINCIPAL IN, NOR WILL I HAVE ANY FUTURE  
OWNERSHIP INTEREST IN THE PURCHASE OF SAID PROPERTY.

X \_\_\_\_\_