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To: Walter Ramsey, Town Planner and Conservation Agent
Town of Montague

Re: Town of Montague Property – Assessor's Map 2, Lot 1
Turners Falls Canal, Montague

Our File No. 3057-D

Town of Montague Deed Research Report

At your request we searched the records at the Franklin County Registry of Deeds relative to the property now owned by the Town of Montague, and commonly referred to as the "Strathmore property", and shown as Lot 1 on Assessor's Map 2. This property is Lot B on plan entitled "Plan of Land in Montague (Franklin Co.) MA Prepared for Turners Falls Hydro, LLC", dated January 10, 2005 and recorded in Plan Book 117, Page 25. We also researched the issue of access to these premises over Canal Road, the Keith Bridge and the I.P. Bridge.

We performed a grantor and grantee search for all owners in the chain of title to this property, including Keith Paper Company, Strathmore Paper Company, Hammermill Massachusetts Paper Company, Inc., Strathmore Paper Company, Inc., Strathmore Old Colony, Inc., Hammermill Paper Company, International Paper Company, Western Properties, LLC, Fabulous Investment Opportunities, LLC, Swift River Strathmore Development, LLC and the Town of Montague. To search access we performed a grantor search of Turners Falls Company, Turners Falls Power & Electric Company, Western Massachusetts Electric Company, Northeast Generation Company, NE Hydro Generating Company and FirstLight Hydro Generating Company. We did not search the utility companies in the grantee index.

All deeds and plans relevant to our research are discussed in this report and are enclosed for your review. This report will supplement the enclosed Title Certificate and provide you with greater detail as to the history of this title.

(1) We began our search with an Indenture deed conveying land and water power from Turners Falls Company to The Keith Paper Company dated September 2, 1873 and recorded in Book 275, Page 397. This is a deed of the easterly portion of the land which became the Keith Paper mill site, later the Strathmore property, and now the Town of Montague.

This mill site was not located on a public road and the deed provided access to the site by railroad and by bridge over the canal as follows:

Railroad access – Per Article XVII of the Proposals – Located between the mill site and the north face of the canal was a 10 foot wide strip of land owned by Turners Falls Company, which the Company agreed to keep open for a branch railroad track, known as the “mill track”, for the joint use by the mill owners. The mill owners had the right to purchase an interest in the said branch road, but we found no evidence that any mill owner ever exercised this right. FirstLight Hydro Generating Company, as successor in title to Turners Falls Company, still owns this 10 foot wide strip of land today. This tract of land is shown as Lot A on plan of land recorded in Plan Book 65, Page 75. The deeds refer to this 10 foot wide way as the mill track and today it is known as Canal Road.

Bridge access – Per the Indenture - Turners Falls Company agreed to forever maintain a suitable bridge over the canal for joint use by Keith Paper Company and Turners Falls Company, and their assigns, to pass and repass between the premises and Canal Street. See the last page of the deed for this.

I have enclosed a copy of the Beers Atlas dated 1871 showing that bridges extended over the canal from every major street to every mill site, including from 2nd and 3rd streets to the Keith Paper Company mill sites. These two bridges do not exist today and we do not know when they were removed. Today the “Keith Bridge” is located midway between 2nd and 3rd Streets.

In Article XVI of the Proposals the Turners Falls Company reserved the right to draw off water from the canal to clear out or repair the canal, and the right to enter the premises to lay and repair gas and water pipes and to construct, alter or repair such water courses and drains. In the Indenture the Company reserved a right to enter the premises to repair the canals, water courses, water ways or other premises that they are obligated to repair and maintain, and the Indenture also contained a provision to pay rent for water power. This is Encumbrance #1 in our Title Certificate.

(2) Years later Keith Paper Company purchased a second parcel of land with water power from Turners Falls Company by deed dated September 12, 1892 and recorded in Book 427, Page 100. This land was contiguous to the first mill site and formed the westerly portion of the Keith Paper mill site. Access to this property was as follows:

Railroad access – Article XVII of the Proposals provided the same access to the site over the 10 foot wide mill track.

12 Foot Wide Right of Way – Per the Indenture - A right of way to this site leading from the road to the suspension bridge was granted over a 12 foot wide way located on other land of Turners Falls Company. We believe this right of way currently runs through a tunnel in the basement of the westerly abutter, assessor’s lots 2 and 7.

Article XVI of the Proposals contained the same reservation by Turners Falls Company of a right to draw off water from the canal to clear out or repair the canal, and a reservation of a right to enter the premises to lay and repair gas and water pipes, and to construct, alter or repair such water courses and drains, and the Indenture contained the same reservations of a right to enter upon the premises to repair the canals, water courses, water ways or other premises they are obligated to repair and maintain and a provision for the payment of rent for water power. This is Encumbrance #1 in our Title Certificate.

The assessor's map depicts this property as directly abutting the Connecticut River. We believe this depiction is incorrect. According to the first deed to Keith Paper Company the northerly boundary line of the land ran along a river wall and the second deed described the northerly boundary line as a straight line. Neither deed described the Connecticut River as the abutter. We do not believe this property abuts the Connecticut River and we believe the assessor's map is incorrect as to this matter.

(3) In 1912 the Turners Falls Company widened the canal. Enclosed is a plan of the alteration entitled "Turners Falls Company Canal Enlargement, Proposed Changes in Lands and Right of Way, N.Y., N.H. & H. R.R", dated October 12, 1911 and recorded as Roller Map 25. We have sketched both of Keith Paper Company's sites onto this plan. This plan shows a bridge leading to the site, labeled "foot bridge". Also shown is the mill track, and a right of way leading from the road to the suspension bridge to Esleeck Manufacturing Company's building, which we believe may be the 12 foot wide right of way. The I.P. Bridge is also shown and is labeled "Bridge common to T.F. Company, I.P. Co. and J.R. Cutlery Co." The I.P. bridge does not appear to have been used by Keith Paper Company.

(4) Keith Paper Company and Turners Falls Company entered into a 99 year lease dated June 13, 1912, and effective April 1, 1912, recorded in Book 576, Page 78. Here the Turners Falls Company agreed to build, maintain, repair and replace a steel footbridge crossing the canal from Canal Street to Keith Paper Company, and Keith Paper Company granted Turners Falls Company the right to build, operate and maintain a drain or tunnel leading from the canal to the Connecticut River. The tunnel drain was located about 50 feet easterly from land of Esleeck Manufacturing Company. A plan of the tunnel drain was recorded in Plan Book 6, Page 71. This 99 year lease expired March 31, 2011.

The lease agreement does not indicate that it superceded Turners Falls Company's original obligation under Indenture recorded in Book 275, Page 397 to forever maintain a suitable bridge over the canal for use by Keith Paper Company. We found no recorded extension or renewal of this lease and it appears the lease expired March 31, 2011.

What was to become of the steel footbridge and the tunnel drain at the end of the lease term was not discussed in the document. As to the steel footbridge, our grantor search of Turners Falls Company, and all of its successors in title, and our grantee search of Keith Paper Company, and all of its successors in title, revealed no agreement and/or deed was ever recorded conveying the bridge to Keith Paper Company, or its successors in title. It appears FirstLight Hydro Generating Company, as Turners Falls Company's successor in title, holds title to the bridge today and may still have an obligation to maintain it. As to the tunnel drain, FirstLight Hydro Generating Company recorded an Order of Intention to Take the drainage pipe dated August 8, 2011 in Book 6054, Page 32, see Paragraph 30 of this report for this.

(5) On December 29, 1920 Turners Falls Power & Electric Company and Keith Paper Company entered into an agreement in which the power company granted Keith Paper Company the right to relocate a spring water pipe in the canal and to hang the pipe beneath the bridge, see Book 650, Page 288. A plan showing the pipe supports is recorded in Plan Book 7, Page 59. We do not know if the spring water pipe is still located in the canal or hangs from the bridge today.

(6) By instrument dated May 1, 1922 and recorded in Book 876, Page 12 Keith Paper Company and Turners Falls Power & Electric Company entered into an agreement regarding the use of water from the canal, lowering the tail race and the raising the canal wall. This is Encumbrance #2 in our Title Certificate. An engineering plan of this is recorded in Plan Book 8, Pages 149 and 150. This instrument mentioned the drain tunnel and confirmed no change to the rights and obligations of the parties as set forth in prior Indenture recorded in Book 576, Page 78.

(7) On October 8, 1956 Keith Paper Company conveyed all of its land located in Turners Falls to Strathmore Paper Company by instrument recorded in Book 1046, Page 273. The two mill sites were conveyed as parcels 1 and 11 in this deed. Included were all buildings, water rights, easements and agreements.

(8) Strathmore Paper Company conveyed all of its land in the Commonwealth of Massachusetts to Hammermill-Massachusetts Paper Company, Inc. by deed dated March 8, 1962 and recorded in Book 1134, Page 281. This conveyance included all easements, rights, privileges and appurtenances belonging to the company.

(9) After a series of name changes and mergers Hammermill-Massachusetts Paper Company, Inc. became known as Hammermill Paper Company.

(10) Hammermill Paper Company conveyed a small portion of its land to the westerly abutter, Esleeck Manufacturing Company, by deed dated February 5, 1975 and recorded in Book 1418, Page 30. This land is shown on Plan Book 40, Page 40 and lot 5 on assessor's map.

(11) On June 29, 1987 Western Massachusetts Electric Company conveyed an abutting 3.192 acre parcel of land to Hammermill Paper Company by deed recorded in Book 2121, Page 44. This land is shown on Plan Book 64, Page 99 and is lot 6 on the assessor's map. This land is not located on a public way and the deed expressly granted no access over WMECO's remaining land. Access to this land would be through other land of Hammermill, which had access to a public way.

Eventually this 3.192 acre parcel of land was sold to Distinctive Property Acquisitions, LLC, by deed dated December 30, 2003 and recorded in Book 4504, Page 165 and is now owned by Swift River Island Development, LLC.

(12) Hammermill Paper Company conveyed another portion of the mill site to the westerly abutter, Esleeck Manufacturing Company, Inc. by deed dated February 26, 1988 and recorded in Book 2199, Page 294. This is Lot A on Plan Book 68, Page 68 and lot 7 on assessor's map 2. Hammermill Paper Company reserved an access easement over an area shown as [I] on Plan Book 68, Page 68.

(13) An Order of Conditions, Massachusetts Wetlands Protection Act dated September 1, 1994 was recorded in Book 2944, Page 248. A Certificate of Compliance for assessor's lots 1B, 5 and 7 was issued to Southworth Company on July 13, 2006 by instrument recorded in Book 5158, Page 45. This is Encumbrance #3 in our Title Certificate.

(14) On December 30, 1988 Hammermill Paper Company merged with and into International Paper Company, Book 3052, Page 130.

(15) International Paper Company conveyed another portion of the mill site to the westerly abutter, Esleeck Manufacturing Company, Inc. by deed dated July 27, 1995 and recorded in Book 3022, Page 27. This is Lot A on plan recorded in Plan Book 91, Page 88 and lot 1B on the assessor's map. The drain tunnel is partially located on this land. International Paper Company reserved an easement to itself for existing storm water drain pipes.

(16) International Paper Company and Esleeck Manufacturing Company, Inc. entered into an Easement Agreement dated July 27, 1995 and recorded in Book 3022, Page 29 to allow Esleeck to enter land of International Paper Company to maintain Esleeck's

wastewater treatment facility shown as Lot A on plan recorded in Plan Book 91, Page 88. This is Encumbrance #4 in our Title Certificate.

(17) International Paper Company conveyed another portion of the mill site to Turners Falls Hydro, LLC by deed dated June 5, 2001 and recorded in Book 3785, Page 152. See Lot A on plan recorded in Plan Book 106, Page 69 and lot 1C on the assessor's map. It is unclear if access over Keith Bridge was conveyed.

(18) International Paper Company and Turners Falls Hydro, LLC entered into an agreement dated June 6, 2001 entitled Cross-Easements, Covenants, and Restrictions Agreement, recorded in Book 3788, Page 243 for the purpose of establishing reciprocal easements for access, utilities, parking and maintenance. Paragraph 7, entitled Off-Site Easement, was a grant by International Paper Company to Turners Falls Hydro, LLC of the benefit of all easement rights to which International Paper Company was entitled. This may include access over Keith Bridge. This is Encumbrance #5 in our Title Certificate.

(19) A Corrected Record of Decision & Vote by the Board of Appeals of the Town of Montague relative to the Turners Falls Hydro, LLC property dated April 17, 2001 was recorded in Book 3855, Page 265. A Certificate of Compliance was recorded in Book 3830, Page 189. This is Encumbrance #6 in our Title Certificate.

(20) A First Amendment of Cross-Easements, Covenants and Restrictions Agreement dated May 7, 2002 was recorded in Book 4009, Page 343. This amended instrument recorded in Book 3788, Page 243 to allow an easement to perform acts required by the Federal Energy Regulatory Commission. This is Encumbrance #5 in our Title Certificate.

(21) On December 24, 2002 International Paper Company conveyed the premises to Western Properties, LLC by deed recorded in Book 4162, Page 140. This property is Lot B shown on Plan Book 106, Page 69. Included was a perpetual right to use the loading docks located on the easterly abutter, assessor's lot 6.

(22) International Paper Company conveyed the easterly abutter to Distinctive Property Acquisitions, LLC by deed dated December 30, 2003 and recorded in Book 4504, Page 165. This is the 3.192 acre parcel, lot 6 on the assessor's map, now owned by Swift River Island Development, LLC. This land is not located on a public way and the deed did not expressly grant access rights. But access to this property was formerly through land of International Paper Company, now the Town of Montague, and we believe these access rights may still encumber the premises today. This is Encumbrance #7 in our Title Certificate.

(23) Esleek Manufacturing Company, Inc. recorded a Memorandum of Lis Pendens against Western Properties, LLC in Book 4696, Page 107, in which Esleek denied the right of Western Properties, LLC to use a portion of a paved way (the "Disputed Way"). It is unclear which paved way is in dispute. We found no recorded resolution to this matter. This is Encumbrance #8 in our Title Certificate.

(24) A Second Amendment to Cross-Easements, Covenants and Restrictions Agreement by and between Western Properties, LLC and Turner's Falls Hydro LLC dated May 24, 2005 was recorded in Book 4856, Page 233. This Amendment substantially modified the prior Agreement recorded in Book 3788, Page 243. Among other things it added Lot C shown on Plan Book 117, Page 25 to the terms of the prior Agreement, and gave Turner's Falls Hydro LLC access over Lot B shown on Plan Book 65, Page 75. This is Encumbrance #5 in our Title Certificate.

(25) Western Properties, LLC conveyed another parcel of land to Turners Falls Hydro, LLC by deed dated May 20, 2005 and recorded in Book 4856, Page 250. This is Lot C on Plan Book 117, Page 25 and now part of lot 1C on the assessor's map.

(26) On October 3, 2005 the Town of Montague took this property for non-payment of taxes by instrument recorded in Book 4972, Page 251, and filed a notice with Land Court to foreclose redemption rights, see Book 5202, Page 300. An Instrument of Redemption was recorded for assessor's Lot 1C in Book 5478, Page 15 and this lot was withdrawn from the taking by instrument recorded on May 15, 2008 in Book 5502, Page 111. This withdrawal was re-recorded on February 16, 2010 in Book 5821, Page 169.

(27) Western Properties, LLC conveyed the premises to Fabulous Investment Opportunities, LLC by deed dated March 29, 2008 recorded in Book 5481, Page 9.

(28) Fabulous Investment Opportunities LLC conveyed the premises to Swift River Strathmore Development, LLC by deed dated April 28, 2008 and recorded in Book 5494, Page 83.

(29) A Judgment in Tax Lien Case was issued by the Land Court on February 19, 2010, see Book 5826, Page 165. We found no petition to vacate the decree and we report title to this property is currently vested in The Town of Montague.

(30) FirstLight Hydro Generating Company recorded an Order of Intention to Take a permanent easement from the Town of Montague of an underground drainage pipe, see instrument dated August 8, 2011 recorded in Book 6054, Page 32. We found no further recorded instruments for this matter. A plan of this is recorded in Plan Book 131, Page 73. This is Encumbrance #9 in our Title Certificate.

(31) Recorded documents show access to this property is as follows:

a. Over a 10 foot wide mill track as set forth in deeds to The Keith Paper Company recorded in Book 275, Page 397 and Book 427, Page 100,

b. By bridge over the canal as set forth in deed to The Keith Paper Company recorded in Book 275, Page 397,

c. Over a 12 foot wide right of way located on land of the westerly abutter, leading from the road to the suspension bridge to the premises, as set forth in deed to The Keith Paper Company recorded in Book 427, Page 100.

(32) No instruments in the chain of title to this property granted access over the I.P. Bridge.

(33) It appears FirstLight Hydro Generating Company holds title to the canal and to the Keith Bridge and the I.P. Bridge today.

Dated: October 20, 2012


Deb Paciulli, Manager