

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF	)	BROWNFIELDS COVENANT
	)	NOT TO SUE AGREEMENT
COMMERCIAL YARD, LLC	)	
	)	
REDEVELOPMENT OF	)	
LEBARON FOUNDRY,	)	MassDEP RTNs: 4-0045
BROCKTON, MASSACHUSETTS	)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the "OAG") on behalf of the Commonwealth of Massachusetts (the "Commonwealth"), and Commercial Yard, LLC ("Commercial Yard"). Collectively, the OAG and Commercial Yard are referred to as the "Parties."

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E ("G.L. c. 21E"), and the OAG's Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 ("Brownfields Covenant Regulations"), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"). This Agreement relates to the remediation and redevelopment of the approximately 5-acre property at 14 East Union Street, Brockton, Massachusetts (the "Property") into an integrated, state-of-the-art metals manufacturing business (the "Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Brockton, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to Commercial Yard and is predicated upon Commercial Yard's compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that Commercial Yard's ability to complete the Project may be contingent upon independent approval processes of other departments, agencies, and instrumentalities of the federal, state, and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes.

Commercial Yard's failure to secure independent governmental approvals for the proposed remediation shall not excuse Commercial Yard from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E, and in the public interest and has entered into this Agreement as part of an effort to revitalize an area of Brockton, Massachusetts.

## II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. Commercial Yard LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at 692 North Bedford Street, East Bridgewater, Massachusetts 02333.

## III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, §3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. Terms used in this agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is an approximately 5-acre parcel at 14 East Union Street in Brockton, Massachusetts. The Property was the site of the LeBaron Foundry, a/k/a Specialty Foundry. Title to the Property is recorded in the Plymouth County Registry of Deeds at Book 6320, Page 286, and Book 6320, Page 289. A full description of the Property and a Property plan are attached as Exhibit A and incorporated into this Agreement. Due to historic industrial activities, the Property is contaminated with Oil and Hazardous Material.

D. There are two separate Release Tracking Numbers associated with the Property. The releases covered by Release Tracking Number 4-0045 are related to the Former Brockton Gas Works Site. These Releases are related to long-term operation of a manufactured gas facility and consist of coal tar and related petroleum distillates, heavy metals, and other by-products of that process that have either migrated to this Property or were disposed of on this Property. In addition, Release Tracking Number 4-25257 covers several releases of unknown origin, which may be incidental to the operation of the adjacent Former Brockton Gas Works Site and related to spills from transport on a rail spur through the Property which were disposed

of in connection with prior civil engineering projects or from some other means. These releases consist primarily of kerosene or jet fuel, barium, and dissolved lead compounds. Bay State Gas Company achieved a Temporary Solution for RTN 4-0045. LeBaron Foundry, Inc. achieved a Permanent Solution for RTN 4-25257. The areas where Oil and Hazardous Material have come to be located as a result of the Release assigned RTN 4-0045 constitutes the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used in 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described on Exhibit B, including the remedial actions already conducted thereon, which is attached and incorporated into this Agreement.

#### IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

##### A. REPRESENTATIONS AND COMMITMENTS BY APPLICANT

1. Commercial Yard represents that:

- a. it is an Eligible Person;
- b. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E;
- c. its involvement with the Site has been limited to:
  - i. negotiating to purchase the Property;
  - ii. communicating with the Commonwealth and local authorities with respect to the Project and various permitting issues with respect to the Property;
  - iii. conducting assessment actions at the Site, as described in Exhibit B; and
  - iv. storing equipment, including wooden molds and manufacturing equipment, and sand at the Property.
- d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- e. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.

2. Commercial Yard agrees to the following terms and conditions:

a. Commercial Yard shall develop an integrated state of the art metals manufacturing business pursuant to a design plan which is attached as Exhibit C and incorporated into this Agreement.

b. Commercial Yard shall cooperate fully with Bay State Gas Company, NiSource Corporate Service Co and any other Person who is now or in the future maintaining the existing Temporary Solution and/or any future Permanent Solution for the releases covered under RTN 4-0045 and shall cooperate fully with MassDEP.

c. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of Commercial Yard;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E and the MCP.

d. Commercial Yard shall ensure that the Property is operated consistently with any Activity and Use Limitation ("AUL") recorded with respect thereto.

e. Commercial Yard shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees and sub-licensees of Commercial Yard's interests in the Property.

## B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to Commercial Yard

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by Commercial Yard set forth in Section IV, Paragraph A of this Agreement, and subject to Commercial Yard's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue Commercial Yard, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material covered by RTN 4-0045 and further described in the Class C Response Action Outcome Statement ("RAO Statement") submitted to MassDEP with respect to such RTN, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement was submitted to MassDEP (collectively "Covered Releases"). This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Property subsequent to the effective date of this Agreement ("Subsequent Owners and/or Operators") pursuant to G.L. c. 21E for Response Action costs, contribution, property damage or injunctive relief, natural resource damages, or for property damage under the common law relating to the Covered Releases so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement was submitted to MassDEP. The liability relief available to Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to Commercial Yard and (b) the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to Commercial Yard or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. Protections in this Agreement from claims for natural resource damages shall not be affected if the statutory protections available under G.L. c. 21E, § 5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

- a. any new Release of Oil and/or Hazardous Material at or from the Site that occurs after the date of execution of this Agreement;
- b. any Release of Oil and/or Hazardous Material which Commercial Yard causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection

applicable only to such Subsequent Owner and/or Operator and shall not affect Commercial Yard's liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when any past RAO Statement or future Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the RAO Statement, Permanent Solution Statement or Temporary Solution Statement had been performed consistent with the Standard of Care in effect when the such Statement was or will be submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by Commercial Yard or a Subsequent Owner and/or Operator during Commercial Yard's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Commercial Yard's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases; and

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not a Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect Commercial Yard's liability protection.

## 5. Termination for Cause

a. If the OAG or MassDEP determines that Commercial Yard submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c. below. A statement made by Commercial Yard regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that Commercial Yard has violated the terms and conditions of this Agreement, including but not limited to failing to cooperate in the maintenance of a Temporary or Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Temporary or Permanent Solution at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c., below. In the event that the OAG or MassDEP determines that despite Commercial Yard's cooperation, there has been a failure to arrange for the achievement and maintenance of a Temporary or Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV. A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect Commercial Yard's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide Commercial Yard or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time for Commercial Yard or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

d. Termination of liability relief pursuant to this section shall not affect any defense that Commercial Yard or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

### C. COVENANT NOT TO SUE BY COMMERCIAL YARD AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, Commercial Yard covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

e. any claims for costs, attorneys fees, other fees or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by Commercial Yard's covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

#### D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the RAO Statement relies meets the Standard of Care in effect when it was submitted to MassDEP, Commercial Yard and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of Commercial Yard and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however that Commercial Yard has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.04(2).

#### E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.



IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: Nancy E. Harper 12/17/15  
Nancy E. Harper  
Assistant Attorney General  
Deputy Division Chief  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

COMMERCIAL YARD, LLC

By: [Signature]  
Name: J BUREK  
Title: MANAGER  
Date: 11-30-2015

In the matter of Commercial Yard, LLC  
Brownfields Covenant Not To Sue Agreement

As to protections for Commercial Yard, LLC from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By:



Matthew Beaton  
Secretary of Energy and Environmental Affairs

Date:

12/15/15

# EXHIBIT A

**EXHIBIT A**

**PROPERTY DESCRIPTION**

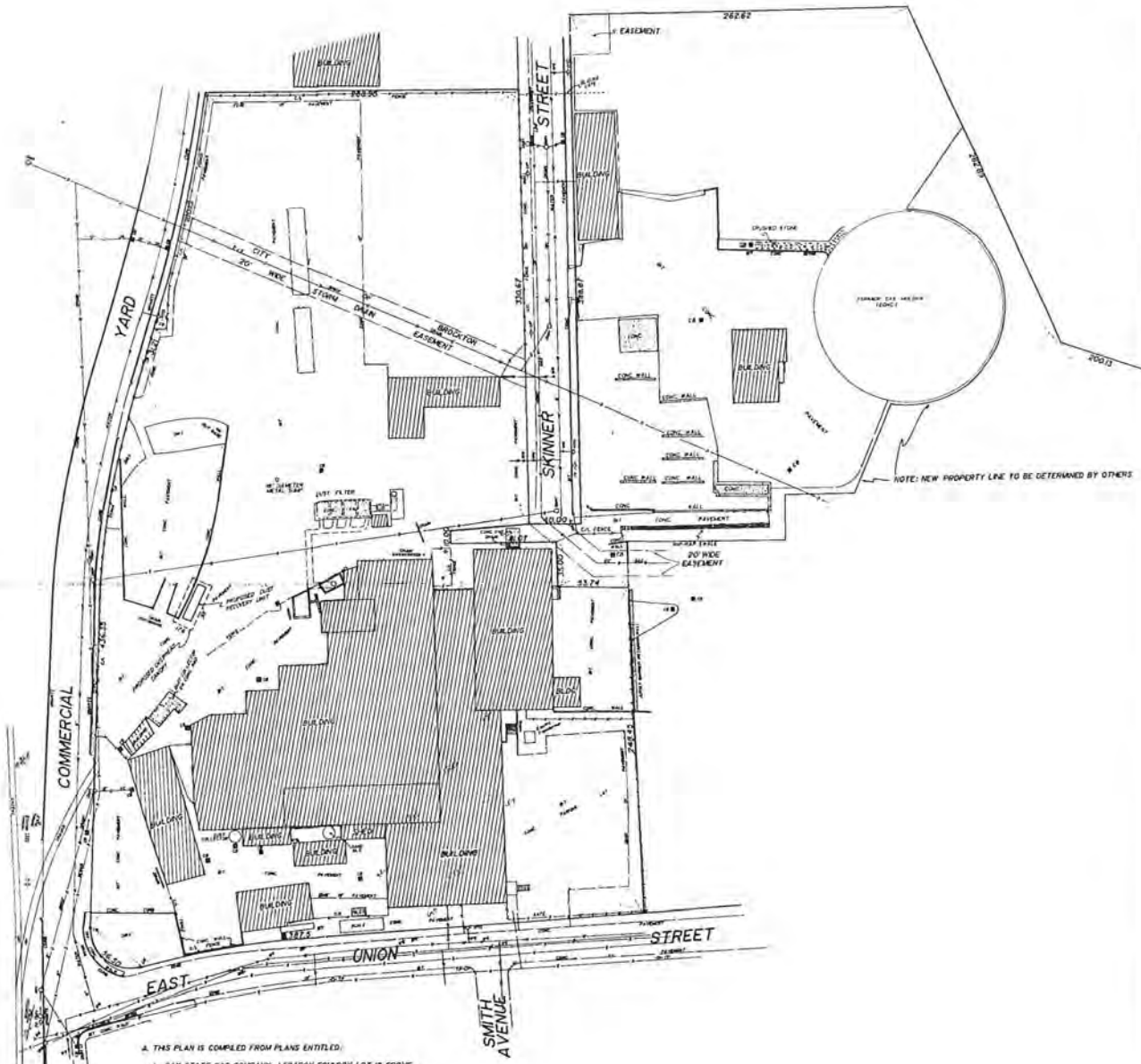
The Premises consists of approximately 5.06 acres, more or less, comprised of portions of land parcels described in Plymouth County Registry of Deeds at Book 6320, Page 286, and Book 6320, Page 289, and shown on City of Brockton Assessors' records as:

Tax Id Property Address Fee Owner's Name Book/Page

129-233 1 1 14 E UNION ST 400 Lebaron Foundry Inc 6320/289  
129-233 1 2 14 E UNION ST 400 Lebaron Foundry Inc 6320/289  
129-233 1 3 14 E UNION ST 400 Lebaron Foundry Inc 6320/289  
129-233 1 4 14 E UNION ST 400 Lebaron Foundry Inc 6320/289

Meant to be conveyed along with the parcels are any strips and gores necessary for closing any gaps between parcels so that the conveyed parcel will be totally contiguous in its internal dimensions and such that each parcel shall have continuous access to all adjoining parcels. The current City of Brockton Assessor's Map is attached as a non-binding sketch of the Premises to be conveyed hereunder. Conveyed together with the land will be rights and obligations appurtenant to all easements, rights of way and rights of access to all public and private ways abutting the parcels. All of the above are referred to as "Premises".

Reference can also be made to Lot 1, as shown on a plan entitled "Subdivision Plan of Land and Activity and Use Limitation, Grove Street, Brockton, Massachusetts", by Harry R. Feldman, Inc., August 13, 2003, and recorded with Plymouth County Registry of Deeds at Plan Book 47, Page 221 (hereafter, the "Subdivision Plan") Subdivision Plan is attached as part of this Exhibit A.



**LEGEND**

○	MAN	MANHOLE
○	77	TELEPHONE POLE
○	45	WATER MAIN
○	34	GAS MAIN
○	30A	SEWER MAIN
○	30B	SEWER MAIN
○	30C	SEWER MAIN
○	30D	SEWER MAIN
○	30E	SEWER MAIN
○	30F	SEWER MAIN
○	30G	SEWER MAIN
○	30H	SEWER MAIN
○	30I	SEWER MAIN
○	30J	SEWER MAIN
○	30K	SEWER MAIN
○	30L	SEWER MAIN
○	30M	SEWER MAIN
○	30N	SEWER MAIN
○	30O	SEWER MAIN
○	30P	SEWER MAIN
○	30Q	SEWER MAIN
○	30R	SEWER MAIN
○	30S	SEWER MAIN
○	30T	SEWER MAIN
○	30U	SEWER MAIN
○	30V	SEWER MAIN
○	30W	SEWER MAIN
○	30X	SEWER MAIN
○	30Y	SEWER MAIN
○	30Z	SEWER MAIN

A. THIS PLAN IS COMPILED FROM PLANS ENTITLED:

1. BAY STATE GAS COMPANY - LEBARON FOUNDRY LOT 19 GROVE STREET SITE BROCKTON, MASSACHUSETTS AS-BUILT SITE PLAN SCALE P-40 DATED 1/8/83 BY ENR CONSULTING & ENGINEERING.
2. TOPOGRAPHIC PLAN OF LAND E.L. LEBARON FOUNDRY BROCKTON, MASS. SCALE P-20 DATED FEB. 10/1983 BY AG-BIRNIG, NORWELL, MASS.

B. UPDATED BY SITE INSPECTION AND FIELD LOCATIONS: NOVEMBER 1994 AND JANUARY 1995

*J. Sull*

DATE	BY	REVISION

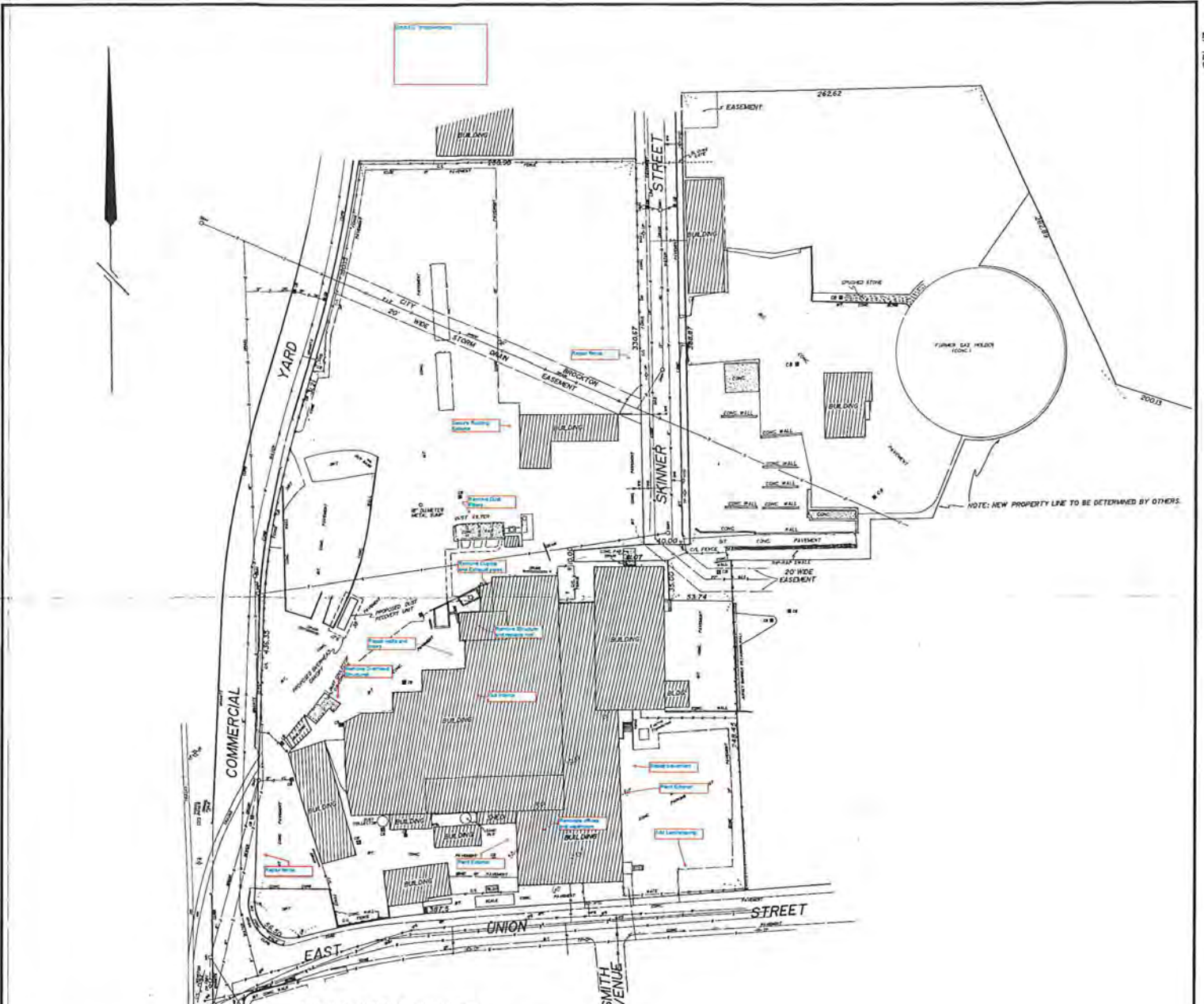


**PLAN OF LAND**  
 OF  
**BROCKTON, MASSACHUSETTS**  
 PREPARED FOR  
**LEBARON FOUNDRY, INC.**

SCALE 1" = 30' NOVEMBER 17, 1994  
 REV. THRU 1/20/02

**HBW SURVEY ENGINEERS, INC.**  
 LAND SURVEYORS CIVIL ENGINEERS  
 140 SCHOOL ST. BROCKTON, MASS.

# EXHIBIT C



- A. THIS PLAN IS COMPILED FROM PLANS ENTITLED:
1. BAY STATE GAS COMPANY - LEBARON FOUNDRY LOT 19 GROVE STREET SITE BROCKTON, MASSACHUSETTS AS-BUILT SITE PLAN SCALE 1"=40' DATED 6/8/83 BY ENDR CONSULTING & ENGINEERING.
  2. TOPOGRAPHIC PLAN OF LAND E.L. LEBARON FOUNDRY BROCKTON, MASS. SCALE 1"=20' DATED FEB 10, 1983 BY RD-BRIGGS, NORWELL, MASS.
- B. UPDATED BY SITE INSPECTION AND FIELD LOCATIONS, NOVEMBER 1994, AND JANUARY 1995

LEGEND

○	18"	WATER
○	30"	TELEPHONE POLE
○	WS	WATER GATE
○	ES	SEWER GATE
○	10A"	OPEN MANHOLE
○	10B"	SEWER MANHOLE
○	10"	CATCH-BASIN
○	10S"	WOODRAT
○	10C"	SEWER LAW FENCE
○	10D"	SEWER LAC
○	10E"	SEWER LINE
○	10F"	WATER MAIN
○	10G"	GAS MAIN



DATE	BY	REVISION
11/17/94	J.J.S.	200' OUT RECOVERY UNIT
11/17/94	J.J.S.	200' OUT RECOVERY UNIT
11/17/94	J.J.S.	REVISE LOCATIONS BETWEEN BUILDINGS
11/17/94	J.J.S.	ADDITION SHOWN AS-BUILT
11/17/94	J.J.S.	ADDITIONAL LOCATIONS ADDED
11/17/94	J.J.S.	REVISION



PLAN OF LAND  
 OF  
 BROCKTON, MASSACHUSETTS  
 PREPARED FOR  
 LEBARON FOUNDRY, INC.

SCALE 1" = 30'    0' 30' 60' 90' 120' 150' 180' 210' 240' 270' 300'    NOVEMBER 17, 1994  
 REVISED 2/20/95

HBW SURVEY ENGINEERS, INC.  
 LAND SURVEYORS CIVIL ENGINEERS  
 140 SCHOOL ST. BROCKTON, MASS.