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BIDDER'S INFORMATIONAL PACKAGE

110 RAMSHORN ROAD DUDLEY, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, 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 FORECLOSURE SALE.

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Open-End Mortgage (the "Mortgage") given by Dudley W. Stephan, Trustee of Partners Realty Trust, whose last known address is 1084 Grove Street, Framingham, MA 01701 to First Pioneer Farm Credit, ACA, now known as Farm Credit East, ACA, the present holder, which Mortgage is dated December 29, 2006, and recorded on December 29, 2006 with the Worcester County (Worcester District) Registry of Deeds in Book 40437, Page 78, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at 11:00 A.M. on October 24, 2013, on the premises described below, said premises believed to be known as 110 Ramshorn Road, Dudley, Worcester County, Massachusetts, all and singular, and as more fully described in said Mortgage, to wit:

Three certain tracts or parcels of land with the buildings thereon of every nature and description and all privileges and appurtenances thereto belonging, situated in the Town of Dudley, Worcester County, Massachusetts, bounded and described as follows:

TRACT I — A certain parcel of land with the buildings thereon situated on both the easterly and westerly sides of Ramshorn Road leading to Charlton, bounded and described as follows:

BEGINNING on the westerly side of said Ramshorn Road at the end of a wall at land of William A. Converse et ux, formerly of David E. Taylor;

THENCE southeasterly by said Ramshorn Road about 34 rods;

THENCE across said Ramshorn Road and continuing by land hereinafter described S. 80° 30' W. about 10 rods, 17 links to a corner of wall;

THENCE S. 11° E. by land formerly of Bertha I. Downey about 22 rods, 20 links to a corner of wall;

THENCE N. 87° 30' E. by land of said Downey about 27 rods 20 links to said Ramshorn Road;

THENCE across said Ramshorn Road and continuing in the same course by land of said Downey; formerly of A. E. Edmunds, about 59 rods, 10 links to corner of wall;

THENCE N. 3° 30' E. by land of said Downey about 48 rods, 21 links;

THENCE easterly about 3 rods 20 links;

THENCE N. 0° 30' E. by land of Gatzke, formerly of William Corbin about 38 rods 23 links to corner of wall;

THENCE S. 82° 30' W. along the wall by land of Moninski, formerly of David E. Taylor, about 22 rods 17 links;

THENCE N. 8° 30' W. by said Moninski land about 15 rods 12 links to corner of wall;

THENCE S. 77° W. along wall by land of Newlieb, formerly of Mrs. J. D. Paine, about 44 rods 17 links to corner of wall at said Converse land;

THENCE S. 17° 30' E. by said Converse land about 29 rods 5 links;

THENCE S. 85° 40' W. by said Converse land about 46 rods 5 links to the point of beginning.

CONTAINING 50 acres, more or less.

TRACT II — A certain parcel of land situated in said Dudley at the corner of said Ramshorn Road and the road leading therefrom to Dresser Hill, bounded as follows:

EASTERLY by said Ramshorn Road;

NORTHERLY by said road to Dresser Hill;

WESTERLY by a wall and land formerly of Bertha I. Downey, earlier of David E. Taylor;

SOUTHERLY by wall and said Downey land and the land above described.

CONTAINING ten acres, more or less.

Subject to an easement for pole line rights to Worcester County Electric Company.

BEING the same premises described in a deed from Ida L. Truell to Bertha F. Dunham dated August 25, 1954 and in a deed from Elizabeth W. Smith, Admr. to Bertha F. Dunham dated September 7, 1954, both of which are duly recorded.

TRACT III - A certain parcel of land situated in said Dudley, on the easterly side of Ramshorn Road, bounded and described as follows:

BEGINNING at a pin in the ground in wall on the easterly line of said Ramshorn Road at the S. W. corner of land now or formerly of one Truell;

THENCE S. 89° 18' E. along wall a distance of 618 feet to a point;

THENCE continuing along wall S. 88° 18' E. a distance of 361.55 feet to a corner of walls;

THENCE S. 7° 6' E. a distance of 810.60 feet to a corner of walls;

THENCE S. 83° 56' E. by wall a distance of 641.32 feet to a corner of walls;

THENCE S. 0° 13' E. along wall a distance of 713.12 feet to corner of walls;

THENCE S. 86° 5' W. a distance of 82.72 feet to end of a wall;

THENCE S. 0° 47' W. along wall a distance of 602.30 feet to a point in wall;

THENCE continuing along wall S. 0° 42' W. a distance of 151.80 feet to an oak tree in wall;

THENCE S. 82° 10' W. a distance of 888.22 feet to a pin situated 200 feet N. 82° 10' E. from the easterly of Ramshorn Road;

THENCE N. 11° 53' E. a distance of 175.63 feet to a point in wall;

THENCE continuing in a general northerly direction along wall a distance of 85.10 feet to a point near the south end of bar way;

THENCE N. 61° 31' W. a distance of 478.85 feet;

THENCE S. 75° 17' W. a distance of 25 feet;

THENCE S. 14° 45' E. 15 feet to the end of a stone wall;

THENCE S. 87° 17' W. 132 feet along wall to pin in the ground on the easterly line of Ramshorn Road;

THENCE N. 24° 58' W. along the easterly line of Ramshorn Road a distance of 164.31 feet to a point on the easterly line of Ramshorn Road and end of wall;

THENCE N. 22° 4' E. along wall a distance of 100 feet;

THENCE S. 76° 88' W. a distance of 88 feet to a pin in the ground on the easterly line of Ramshorn Road;

THENCE N. 33° 29' W. along the easterly line of Ramshorn Road a distance of 197.10 feet to the point of beginning.

Said premises are conveyed subject to a reservation in favor of Grace D. Wilson, her heirs and assigns, and subject to the rights of said Grace D. Wilson, her heirs and assigns, to maintain a water pipe line in and across the granted premises leading from the wall on land of said Grace D. Wilson to the dwelling of said Grace D. Wilson on the easterly side of Ramshorn Road, said pipe line to be maintained where presently located and it being understood that should said pipe be dug up or replaced, the land will be left in the same condition in which it is found at the time of such digging by the said Grace D. Wilson, her heirs and assigns.

Said premises are conveyed subject also to pole and wire rights of Worcester County Electric Company.

The aforesaid premises contain approximately 33.62 acres.

BEING the same premises conveyed to Dudley W. Stephan, Trustee of Partners Realty Trust u/d/t dated December 29, 2006 recorded in Worcester County Registry of Deed in Book 40437 Page 67 by deed of Victor P. Kallgren and Linda J. Kallgren dated Dec. 12, 2006 recorded therewith, Book 40437, Page 75.

SUBJECT to any legal rights of way across the fifty (50) acre, more or less parcel, if there are any, as recited in Book 1346, Page 322.

SUBJECT to layout of Ramshorn Road by Town of Dudley in Book 2707, Page 121.

SUBJECT to easements for poles and wires sixty (60) feet wide and right to clear granted Worcester County Electric Company in Book 3168, Page 573, Book 3168, Page 569, and Book 3193, Page 492.

SUBJECT to reservation of water pipe rights recited in Book 3723, Page 208.

SUBJECT to possible flowage and riparian rights in brook.

Said premises will be sold subject to and/or with the benefit of any and all rights, agreements, restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record existing and/or created prior to the Mortgage.

Said premises will be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal property installed by tenants or former tenants now located on the premises having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Said auction sale may include all of the articles, fixtures and equipment now or hereafter situate on the premises or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

TERMS OF SALE:

Bidder(s) shall be required to demonstrate prior to the commencement of bidding at the auction the ability to deposit cash, bank treasurer's check or certified check in the amount of \$20,000.00 and the highest bidder shall be required at the time and place of sale to deposit in cash, by bank treasurer's check or certified check the amount of \$20,000.00. The deposit shall be

increased to an amount equal to ten percent (10%) of the purchase price within five (5) business days from the date of sale, and the balance of the purchase price in cash or certified check shall be paid in or within thirty (30) days from the date of sale thereafter to Edwards Wildman Palmer LLP, 111 Huntington Avenue, Boston, MA 02199, at which time the deed for the premises shall be delivered. The successful bidder(s) of the premises, immediately upon conclusion of the bidding, shall in addition to posting the deposit as aforesaid be required to sign a Memorandum of Sale including the above terms of the auction sale. The Memorandum of Sale shall provide that the deposit paid at the time of the sale shall be forfeited if the purchaser(s) does not comply strictly with the terms of the Memorandum of Sale. The purchaser(s) will be responsible for the payment of state documentary stamps and any and all fees, including recording fees, associated with the transfer of title.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale, or otherwise.

Other terms, if any, to be announced at the time and place of sale.

Dated: September 23, 2013

FARM CREDIT EAST, ACA
Present Holder of said
Mortgage

Attorney for said holder:
James D. McGinley, Esquire
Edwards Wildman Palmer LLP
111 Huntington Avenue
Boston, MA 02199
(617) 239-0100

MEMORANDUM OF SALE

I hereby acknowledge that I have this day purchased at the public auction of Aaron Posnik & Co., Inc., Auctioneer, for the purchase price of \$ _____ (the "Purchase Price") and in addition the sum of \$ _____ (as auctioneer's fees) for a total price due at closing of \$ _____ (the "Total Price") subject to all unpaid taxes, the real estate described in the following printed advertisement:

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Open-End Mortgage (the "Mortgage") given by Dudley W. Stephan, Trustee of Partners Realty Trust, whose last known address is 1084 Grove Street, Framingham, MA 01701 to First Pioneer Farm Credit, ACA, now known as Farm Credit East, ACA, the present holder, which Mortgage is dated December 29, 2006, and recorded on December 29, 2006 with the Worcester County (Worcester District) Registry of Deeds in Book 40437, Page 78, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at 11:00 A.M. on October 24, 2013, on the premises described below, said premises believed to be known as 110 Ramshorn Road, Dudley, Worcester County, Massachusetts, all and singular, and as more fully described in said Mortgage, to wit: Three certain tracts or parcels of land with the buildings thereon of every nature and description and all privileges and appurtenances thereto belonging, situated in the Town of Dudley, Worcester County, Massachusetts, bounded and described as follows:

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THENCE southeasterly by said Ramshorn Road about 34 rods;

THENCE across said Ramshorn Road and continuing by land hereinafter described S. 80° 30' W. about 10 rods, 17 links to a corner of wall;

THENCE S. 11° E. by land formerly of Bertha I. Downey about 22 rods, 20 links to a corner of wall;

THENCE N. 87° 30' E. by land of said Downey about 27 rods 20 links to said Ramshorn Road;

AM THENCE across said Ramshorn Road and continuing in the same course by land of said Downey; formerly of A. E. Edmunds, about 50 rods, 40 links to corner of wall;

THENCE N. 3° 30' E. by land of said Downey about 48 rods, 21 links;

THENCE easterly about 3 rods 20 links;

THENCE N. 0° 30' E. by land of Gatzke, formerly of William Corbin about 38 rods 23 links to corner of wall;

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THENCE N. 61° 31' W a distance of 478.85 feet;

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THENCE S. 76° 88' W. a distance of 88 feet to a pin in the ground on the easterly line of Ramshorn Road;

THENCE N. 33° 29' W. along the easterly line of Ramshorn Road a distance of 197.10 feet to the point of beginning.

Said premises are conveyed subject to a reservation in favor of Grace D. Wilson, her heirs and assigns, and subject to the rights of said Grace D. Wilson, her heirs and assigns, to maintain a water pipe line in and across the granted premises leading from the wall on land of said Grace D. Wilson to the dwelling of said Grace D. Wilson on the easterly side of Ramshorn Road, said pipe line to be maintained where presently located and it being understood that should said pipe be dug up or replaced, the land will be left in the same condition in which it is found at the time of such digging by the said Grace D. Wilson, her heirs and assigns.

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AM 21121666

SUBJECT to any legal rights of way across the fifty (50) acre, more or less parcel, if there are any, as recited in Book 1346, Page 322.

SUBJECT to layout of Ramshorn Road by Town of Dudley in Book 2707, Page 121.

SUBJECT to easements for poles and wires sixty (60) feet wide and right to clear granted Worcester County Electric Company in Book 3168, Page 573, Book 3168, Page 569, and Book 3193, Page 492.

SUBJECT to reservation of water pipe rights recited in Book 3723, Page 208.

SUBJECT to possible flowage and riparian rights in brook.

Said premises will be sold subject to and/or with the benefit of any and all rights, agreements, restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record existing and/or created prior to the Mortgage.

Said premises will be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal property installed by tenants or former tenants now located on the premises having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. Said auction sale may include all of the articles, fixtures and equipment now or hereafter situate on the premises or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

TERMS OF SALE:

Bidder(s) shall be required to demonstrate prior to the commencement of bidding at the auction the ability to deposit cash, bank treasurer's check or certified check in the amount of \$20,000.00 and the highest bidder shall be required at the time and place of sale to deposit in cash, by bank treasurer's check or certified check the amount of \$20,000.00. The deposit shall be increased to an amount equal to ten percent (10%) of the purchase price within five (5) business days from the date of sale, and the balance of the purchase price in cash or certified check shall be paid in or within thirty (30) days from the date of sale thereafter to Edwards Wildman Palmer LLP, 111 Huntington Avenue, Boston, MA 02199, at which time the deed for the premises shall be delivered. The successful bidder(s) of the premises, immediately upon conclusion of the bidding, shall in addition to posting the deposit as aforesaid be required to sign a Memorandum of Sale including the above terms of the auction sale. The Memorandum of Sale shall provide that the deposit paid at the time of the sale shall be forfeited if the purchaser(s) does not comply strictly with the terms of the Memorandum of Sale. The purchaser(s) will be responsible for the payment of state documentary stamps and any and all fees, including recording fees, associated with the transfer of title.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale, or otherwise.

Other terms, if any, to be announced at the time and place of sale.

Dated: September 23, 2013

I hereby agree to comply with the terms of the sale as stated by the Auctioneer and having paid into the hands of said Auctioneer the sum of \$20,000 as a deposit, I also agree to tender an additional amount in order to increase the deposit to an amount equal to ten percent (10%) of the purchase price within five (5) business days from the date of the auction. I hereby agree to pay the balance of said Purchase Price, on or before November 25, 2013, at the offices of Edwards Wildman Palmer LLP, 111 Huntington Avenue, Boston, Massachusetts 02199, upon delivery of the deed, which deed shall be subject to all unpaid taxes, municipal liens and assessments. I further agree to forfeit the said deposit to Farm Credit East, ACA, (the "Mortgagee") should I fail to comply with the terms of this agreement, time being of the essence.

The undersigned purchaser acknowledges that no representations or warranties of any kind whatsoever, other than as set forth in the foregoing advertisement have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, agricultural preservation restrictions, condition or occupancy of the premises, or otherwise.

I agree that from and after the auction, the property being purchased by me shall be held at my risk and that I shall suffer all loss or damage occurring to the premises or the buildings thereon and that I shall (or if I shall fail to do so the Mortgagee may on my behalf and at my expense), insure said premises for a sum not less than the above mentioned purchase price, payable to me or to the Mortgagee as our interests may appear.

The purchaser agrees to pay in addition to the Total Price, all closing costs associated with the transfer of title, including, but not limited to, state documentary stamps and recording fees.

Buyer

October 24, 2013

Received of _____, the sum of \$20,000 as a deposit and in part payment for the land and improvements described in the above agreement.

AARON POSNIK & CO., INC.

Auctioneer

DRAFT

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. All the right, title and interest conveyed by the Mortgage given by Dudley W. Stephan, Trustee of Partners Realty Trust to First Pioneer Farm Credit, ACA, now known as Farm Credit East, ACA dated December 29, 2006, and recorded on December 29, 2006 with the Worcester County (Worcester District) Registry of Deeds in Book 40437, Page 78 (the "Mortgage") will be sold subject to the terms and conditions in the published notice of sale ("Notice of Sale"), a copy of which is included in the Memorandum of Sale which is attached hereto, and those terms and conditions hereinafter set forth.
2. Prior to entertaining bids, the auctioneer will request each potential bidder, except Farm Credit East, ACA (the "Mortgagee") or its affiliate, to give his/her name and address to the auctioneer and verify that each potential bidder has in his/her possession the required deposit, as set forth below, in cash or bank cashier's or certified check.
3. The entire Property (but not the personal property located thereon) shall be sold to the highest bidder, except as otherwise provided herein.
4. The successful bidder is purchasing the Property subject to a 5% buyer's premium to be paid at closing.
5. A deposit of \$20,000 in cash or by bank cashier's or certified check, shall be paid by the successful bidder immediately to the auctioneer at the conclusion of bidding unless the successful bidder is the Mortgagee or its affiliate, who shall not be required to pay the deposit to the auctioneer. The successful bidder also agrees to tender an additional amount in order to increase the deposit to an amount equal to ten percent (10%) of the Purchase Price within five (5) business days from the date of sale. The successful bidder shall simultaneously sign the Memorandum of Sale. If the required deposit is not made, the Property may, at the discretion of the auctioneer, be immediately resold or sold to the next highest bidder or any subsequent bidder, upon the same terms and conditions, without further notice, but such resale shall not release the defaulting purchaser from liability for breach of contract.
6. The balance of the Total Price shall be paid in cash or by bank cashier's or certified check payable to the Mortgagee on or before November 25, 2013 at 11:00 A.M., local time, at the offices of Edwards Wildman Palmer LLP, 111 Huntington Avenue, Boston, Massachusetts 02199, or at such other time and date as the successful bidder and the Mortgagee shall mutually agree upon.
7. At the time of the closing, a mortgagee's foreclosure deed and affidavit, in usual form, without covenants of warranty, will be delivered to the successful bidder on receipt of the full balance of the purchase price. If the purchaser shall fail to tender the balance of the purchase price at the time and place above provided, Mortgagee may, at its option, resell the Property (a) to the next highest bidder or any subsequent bidder at the original sale that shall be willing to carry out the sale or (b) under the power of sale contained in the Mortgage, without, in either case, notice to the defaulting purchaser and without previously tendering a deed to such purchaser. Such resale shall not release the defaulting purchaser from liability for breach of contract, and in case of such default, the Mortgagee shall have the right to retain the deposit, whether or not the Property is resold, without prejudice to

any right to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.

8. The risk of loss or damage shall pass to the successful bidder upon acceptance of bidder's deposit and, therefore, bidder's obligation to procure fire, casualty and flood insurance, if applicable, on the Property is effective as of the time of the acceptance of said deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the purchaser shall remain obligated to pay the full balance of the purchase price.
9. THE SUCCESSFUL BIDDER ACKNOWLEDGES THAT THE SUCCESSFUL BIDDER HAS INSPECTED OR CAUSED TO BE INSPECTED THE PROPERTY, IS FULLY AWARE OF ITS PRESENT CONDITION, UNDERSTANDS THAT THE SALE IS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION THE FACT THAT NO REPRESENTATIONS OR WARRANTIES ARE BEING MADE IN CONNECTION WITH THE PROPERTY, THE CONDITION OF ANY IMPROVEMENTS THEREON, THE SOIL CONDITION, COMPACTION OR BEARING ABILITY THEREOF, OR ANY ENVIRONMENTAL OR HAZARDOUS MATERIAL CONDITION) AND IS PURCHASING THE PROPERTY "AS IS", WHERE IS AND WITH ALL FAULTS AT THE TIME OF THE FORECLOSURE SALE, WITHOUT ANY OBLIGATION ON THE PART OF THE MORTGAGEE, AND THE MORTGAGEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION THEREOF. THE MORTGAGEE HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, QUALITY AND SUITABILITY.
10. This sale is made without representations, warranties or guaranties in regard to the title or any liens, agricultural preservation restrictions, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.
11. This sale is subject to any and all of the following which may, notwithstanding the sale thereof, constitute valid superior or prior liens on the premises after the sale: liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases, water and sewer charges, liens and assessments, Federal, State, District and Municipal taxes, rights of redemption under applicable Federal or State law, or other defects of title.
12. The successful bidder shall be responsible for the payment of documentary deed stamps, which are required to be affixed to the foreclosure deed as well as any and all recording fees.
13. The successful bidder agrees to be liable, and not to make any claim against the Mortgagee, for any costs associated with the removal of any and all substances required by law to be removed from such of the Property purchased by the successful bidder including, without limitation, the removal of hazardous substances.

14. Time is of the essence with respect to the closing provided for herein.

15. The Mortgagee reserves the right to reject any and all bids.

The undersigned, _____ of Aaron Posnik & Co., Inc., hereby states that he read the foregoing terms and conditions of sale at the time and place of the above-referenced foreclosure sale as set forth above.

AARON POSNIK & CO., INC.

By _____
Auctioneer

Print Name _____

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
TOWN OF DUDLEY
71 WEST MAIN STREET
DUDLEY MA 01571

NUMBER: 2014-116
Issued: 10/03/2013
- Quarterly Billing -
Phone: 508-949-8005

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 10/03/2013 are listed below.

TO:

DELANEY & MUNCEY, P.C.
38 RESNIK ROAD, SUITE 300
PLYMOUTH MA 02360

DESCRIPTION OF PROPERTY
Parcel: 215 0 21 0 0 RAMSHORN RD Acreage: 48.340 Deed: 40437 75 PARTNERS REALTY TRUST DUDLEY W STEPHAN TRUSTEE Supposed Owner:

MISCELLANEOUS UNPAID	VALUATION DETAIL TAX/\$1000
	Residential 0 @ 0.00 Open Space 0 @ 0.00 Commercial 15,550 @ 0.00 Industrial 0 @ 0.00 Exempt 0 @ 0.00 Agr. Credits 174,550

BETTERMENT / LIEN DETAIL								
2014	Amount	ComInt	2013	Amount	ComInt	2012	Amount	ComInt
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL				Quarterly Billing		
			2014	2013	2012	
ASSESSMENTS						
Preliminary 1st	Due: 08/01/2013		16.04	15.12	14.65	
Preliminary 2nd	Due: 11/01/2013		16.04	15.12	14.65	
Actual 1st/3rd	Due: 02/01/2014		0.00	16.96	15.60	
Actual 2nd/4th	Due: 05/01/2014		0.00	16.96	15.60	
District			0.00	0.00	0.00	
Betterment and Liens			0.00	0.00	0.00	
Committed Interest			0.00	0.00	0.00	
Interest	To: 10/03/2013		0.39	4.91	2.65	
Charges and Fees			0.00	20.00	20.00	
DEFERRALS						
DEFERRAL			0.00	0.00	0.00	
PAYMENTS						
Preliminary			0.00	0.00	0.00	
Actual			0.00	15.12	60.50	
District			0.00	0.00	0.00	
Betterments/Liens			0.00	0.00	0.00	
Committed Interest			0.00	0.00	0.00	
Interest Paid			0.00	0.36	2.65	
Charges and Fees			0.00	0.00	20.00	
Abatement/Exemption			0.00	0.00	0.00	
Deferral, Tax Title Transfer			0.00	0.00	0.00	
CURRENT UNPAID TAXES			32.47	73.59	0.00	
(DAILY PER DIEM)			(0.01)	(0.03)	(0.00)	
TOTAL AMOUNT DUE			\$ 106.06	(0.04)		

NOTATIONS & COMMENTS:

APPORTIONED BETTERMENTS NOT YET DUE \$ 0.00, WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.


RICHARD A. CARMIGNANI JR., Collector of Taxes

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
TOWN OF DUDLEY
71 WEST MAIN STREET
DUDLEY MA 01571

NUMBER: 2014-117
Issued: 10/03/2013
- Quarterly Billing -
Phone: 508-949-8005

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 10/03/2013 are listed below.

TO:

DELANEY & MUNCEY, P.C.
38 RESNIK ROAD, SUITE 300
PLYMOUTH MA 02360

DESCRIPTION OF PROPERTY
Parcel: 215 0 22 0 0 110 RAMSHORN RD Acreage: 1.660 Deed: 40437 75 PARTNERS REALTY TRUST DUDLEY W STEPHAN TRUSTEE Supposed Owner:

MISCELLANEOUS UNPAID	VALUATION DETAIL TAX/\$1000
	Residential 178.0000 @ 0.00 Open Space 0 @ 0.00 Commercial 0 @ 0.00 Industrial 0 @ 0.00 Exempt 0 @ 0.00 Agr. Credits 0

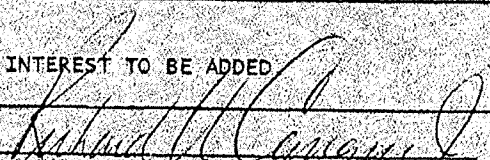
BETTERMENT / LIEN DETAIL								
2014	Amount	ComInt	2013	Amount	ComInt	2012	Amount	ComInt
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL				Quarterly Billing		
		2014	2013	2013	2012	2011
ASSESSMENTS						
Preliminary 1st	Due: 08/01/2013	514.42	485.05	485.05	448.54	
Preliminary 2nd	Due: 11/01/2013	514.42	485.05	485.05	448.54	
Actual 1st/3rd	Due: 02/01/2014	0.00	543.79	543.79	525.92	
Actual 2nd/4th	Due: 05/01/2014	0.00	543.79	543.79	525.92	
District		0.00	0.00	0.00	0.00	
Betterment and Liens		0.00	0.00	0.00	0.00	
Committed Interest		0.00	0.00	0.00	0.00	
Interest	To: 10/03/2013	12.43	157.26	157.26	88.17	
Charges and Fees		0.00	20.00	20.00	20.00	
DEFERRALS						
DEFERRAL		0.00	0.00	0.00	0.00	
PAYMENTS						
Preliminary		0.00	0.00	0.00	0.00	
Actual		0.00	485.05	485.05	1,948.92	
District		0.00	0.00	0.00	0.00	
Betterments/Liens		0.00	0.00	0.00	0.00	
Committed Interest		0.00	0.00	0.00	0.00	
Interest Paid		0.00	11.53	11.53	88.17	
Charges and Fees		0.00	0.00	0.00	20.00	
Abatement/Exemption		0.00	0.00	0.00	0.00	
Deferral, Tax Title Transfer		0.00	0.00	0.00	0.00	
CURRENT UNPAID TAXES		1,041.27	1,738.36	1,738.36	0.00	
(DAILY PER DIEM)		(0.20)	(0.61)	(0.61)	(0.00)	
TOTAL AMOUNT DUE		\$ 2,779.63	(0.81)			

NOTATIONS & COMMENTS:

APPORTIONED BETTERMENTS NOT YET DUE \$ 0.00, WITH INTEREST TO BE ADDED

I have no knowledge of any other lien outstanding.


RICHARD A. CARMIGNANI JR., Collector of Taxes

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
TOWN OF DUDLEY
71 WEST MAIN STREET
DUDLEY MA 01571

NUMBER: 2014-118
Issued: 10/03/2013
- Quarterly Billing -
Phone: 508-949-8005

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 10/03/2013 are listed below.

TO:

DELANEY & MUNCEY, P.C.
38 RESNIK ROAD, SUITE 300
PLYMOUTH MA 02360

DESCRIPTION OF PROPERTY
Parcel: 215 0 24 0 0 RAMSHORN RD Acreage: 33.620 Deed: 40437 75 PARTNERS REALTY TRUST DUDLEY W STEPHAN TRUSTEE Supposed Owner:

MISCELLANEOUS UNPAID	VALUATION DETAIL TAX/\$1000
	Residential 0 @ 0.00 Open Space 0 @ 0.00 Commercial 5,350 @ 0.00 Industrial 0 @ 0.00 Exempt 0 @ 0.00 Agr. Credits 126.450

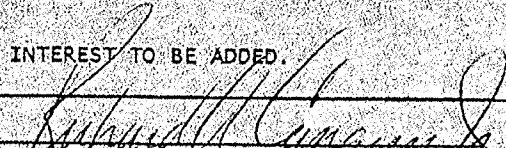
BETTERMENT / LIEN DETAIL								
2014	Amount	ComInt	2013	Amount	ComInt	2012	Amount	ComInt
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL				Quarterly Billing		
			2014	2013	2012	
ASSESSMENTS						
Preliminary 1st	Due: 08/01/2013		15.46	14.58	14.12	
Preliminary 2nd	Due: 11/01/2013		15.46	14.58	14.12	
Actual 1st/3rd	Due: 02/01/2014		0.00	16.35	15.04	
Actual 2nd/4th	Due: 05/01/2014		0.00	16.34	15.04	
District			0.00	0.00	0.00	
Betterment and Liens			0.00	0.00	0.00	
Committed Interest			0.00	0.00	0.00	
Interest	To: 10/03/2013		0.37	4.73	2.55	
Charges and Fees			0.00	20.00	20.00	
DEFERRALS						
DEFERRAL			0.00	0.00	0.00	
PAYMENTS						
Preliminary			0.00	0.00	0.00	
Actual			0.00	14.58	58.32	
District			0.00	0.00	0.00	
Betterments/Liens			0.00	0.00	0.00	
Committed Interest			0.00	0.00	0.00	
Interest Paid			0.00	0.35	2.55	
Charges and Fees			0.00	0.00	20.00	
Abatement/Exemption			0.00	0.00	0.00	
Deferral, Tax Title Transfer			0.00	0.00	0.00	
CURRENT UNPAID TAXES			31.29	71.65	0.00	
(DAILY PER DIEM)			(0.01)	(0.03)	(0.00)	
TOTAL AMOUNT DUE \$ 102.94 (0.04)						

NOTATIONS & COMMENTS:

APPORTIONED BETTERMENTS NOT YET DUE \$ 0.00, WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.


RICHARD A. CARMIGNANI JR., Collector of Taxes

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
TOWN OF DUDLEY
71 WEST MAIN STREET
DUDLEY MA 01571

NUMBER: 2014-119
Issued: 10/03/2013
- Quarterly Billing -
Phone: 508-949-8005

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 10/03/2013 are listed below.

TO:

DELANEY & MUNCEY, P.C.
38 RESNIK ROAD, SUITE 300
PLYMOUTH MA 02360

DESCRIPTION OF PROPERTY
Parcel: 216 0 64 0 0 RAMSHORN RD Acreage: 10.000 Deed: 40437 75 PARTNERS REALTY TRUST DUDLEY W STEPHAN TRUSTEE Supposed Owner:

MISCELLANEOUS UNPAID	VALUATION DETAIL TAX \$/1000
	Residential 0 @ 0.00 Open Space 0 @ 0.00 Commercial 1,800 @ 0.00 Industrial 0 @ 0.00 Exempt 0 @ 0.00 Agr Credits 110,000

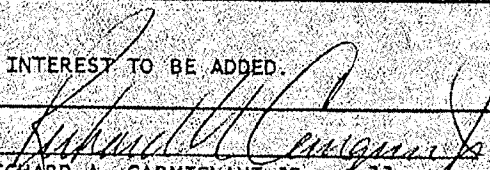
BETTERMENT / LIEN DETAIL								
2014	Amount	ComInt	2013	Amount	ComInt	2012	Amount	ComInt
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL				Quarterly Billing		
	Due:	2014	2013	2012		
ASSESSMENTS						
Preliminary 1st	Due: 08/01/2013	5.20	4.91	4.75		
Preliminary 2nd	Due: 11/01/2013	5.20	4.91	4.75		
Actual 1st/3rd	Due: 02/01/2014	0.00	5.50	5.06		
Actual 2nd/4th	Due: 05/01/2014	0.00	5.49	5.06		
District		0.00	0.00	0.00		
Betterment and Liens		0.00	0.00	0.00		
Committed Interest		0.00	0.00	0.00		
Interest	To: 10/03/2013	0.13	1.59	0.86		
Charges and Fees		0.00	20.00	20.00		
DEFERRALS						
DEFERRAL		0.00	0.00	0.00		
PAYMENTS						
Preliminary		0.00	0.00	0.00		
Actual		0.00	4.91	19.62		
District		0.00	0.00	0.00		
Betterments/Liens		0.00	0.00	0.00		
Committed Interest		0.00	0.00	0.00		
Interest Paid		0.00	0.12	0.86		
Charges and Fees		0.00	0.00	20.00		
Abatement/Exemption		0.00	0.00	0.00		
Deferral, Tax Title Transfer		0.00	0.00	0.00		
CURRENT UNPAID TAXES		10.53	37.37	0.00		
(DAILY PER DIEM)		(0.00)	(0.00)	(0.00)		
TOTAL AMOUNT DUE		\$ 47.90	(0.00)			

NOTATIONS & COMMENTS:

APPORTIONED BETTERMENTS NOT YET DUE \$ 0.00, WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.


RICHARD A. CARMIGNANI JR., Collector of Taxes

The Massachusetts Department of Agricultural Resources is the holder of an Agricultural Preservation Restriction (“APR”) recorded at the Worcester Registry of Deeds in Book 11246 Page 299 that covers the subject premises; 1.663 acre of the premises, including the parcel on which residence is located and at least 150 feet of frontage on Ramshorn Road, is excluded from the APR. The APR portion of the premises is also subject to a Right of First Refusal recorded in Book 11246 Page 309 running to the Commonwealth of Massachusetts, which does not apply to sales or other proceedings for mortgage foreclosures. Copies of the recorded APR and the Right of First Refusal are provided as attachments A and B.

COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

I, (We) Victor P. and Linda J. Kallgren, of
Dudley, Worcester County, Massachusetts (the
"Grantor"), being married (or an individual, trust or corporation
organized . . .), with an address at RR 2, Ramshorn Road - Dudley

Ramshorn Road Dudley

APR 13 1 03 PM '88

for consideration of Four Hundred Eighty Seven Thousand Dollars
(\$ 487,000) paid, grant to the Commonwealth of Massachusetts
acting through the Commissioner of Food and Agriculture (the "Commissioner")
with an address at 100 Cambridge Street, Boston, Massachusetts, its
successors and assigns ("the "Grantee"), ~~acting through its Conservation Commission~~
~~acting through its Conservation Commission~~
an Agricultural Preservation Restriction (the "Restriction") in perpetuity
on those parcels of land located in the Municipality of Dudley
and described in Exhibit A attached hereto and incorporated herein by
reference (the "Premises") in accordance with the following terms and
conditions:

A. The Grantor covenants for themselves, their heirs,
 devisees, legal representatives, successors and assigns, that the Premises
 will at all times be held, used and conveyed subject to, and not used
 in violation of, the following restrictions as said restrictions may be
 limited or affected by the provisions of Paragraph B below:

- (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt driveway, road, parking lot, mobile home, utility pole, tower, conduit or line or other temporary or permanent structure or improvement requiring construction shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
- (2) No loam, peat, gravel, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, or removed from the Premises unless approved by the Grantee under Section C, herein.

- (3) No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, low level radioactive or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises except in connection with the agricultural use of the Premises.
- (4) No use shall be made of the Premises, and no activity thereon shall be permitted which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of agricultural lands. No activity, including, but not limited to, drainage or flood control activities shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts.
- (5) The Premises shall be conveyed as a unit, whether or not said Premises are comprised, as of the date of this Restriction, of more than one separate legal parcel. No subdivision or division of the Premises, or any portion thereof into two or more lots, whether new or existing as of the date of this Restriction, shall be permitted except that, in accordance with the procedures set forth under Section C herein, the Grantee may in its discretion approve such division of land as it deems necessary to further the purposes of this Restriction and General Laws Chapter 184 and 132A.
- (6) No use or development of the Premises other than for agricultural purposes shall be permitted, except that in accordance with the procedures set forth under Section C herein the Grantee may in its' discretion approve the construction and/or placement of one or more dwelling unit(s) on the Premises.

B. Notwithstanding any provision of this instrument to the contrary, the Grantor hereby reserves to and for themselves and their heirs, devisees, legal representatives, successors and assigns, all other customary rights and privileges of ownership including the right to privacy and to carry out regular agricultural practices, and the right to conduct or permit the following activities on the Premises:

- (1) The maintenance and use of existing trails and farm and wood roads on the Premises, substantially in their present condition or as reasonably necessary for the uses thereof or hereinafter permitted.
- (2) The construction or placing of buildings or structures for agricultural purposes only, including buildings for related retail sales, construction or placing of one or more residential dwelling unit(s), including appurtenant improvements and amenities, including but not limited to an asphalt driveway, septic system, water system, and other utilities, all to be used for family living, structures for housing seasonal agricultural employees or other agriculturally related purposes, all subject to the prior written approval of the Grantee as provided in Paragraph C hereof.

- (3) The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services over the Premises for the purpose of providing utility services to the Premises and unrestricted land of the Grantor as shown on Exhibit B attached hereto and incorporated by reference, and the right to grant easements over the Premises for such utility purposes in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 32. As used herein, the term "utility facilities and services" shall not include sanitary disposal systems serving any residential or non-residential use of land.

C. The parties hereby covenant and agree that prior to the construction of any building or structure provided for in Paragraph B (2) and for all other approvals required from the Grantee relative to this Restriction, the following procedure shall be followed:

- (1) The Grantor shall notify the Grantee, in writing of any intended use or intent to engage in any activity when such use or activity (including construction) requires approval hereunder, and shall submit to the Grantee plans and such other information as the Grantee requires to reasonably determine that the use, activity, structure or building is consistent with the purpose of this Agricultural Preservation Restriction. Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local law, prior to notifying the holder(s) of the restriction of an intended use, activity, or structure requiring approval.
- (2) The Grantee shall approve, with or without conditions, only upon finding that (a) the proposed use, activity, structure or building is authorized by this Agricultural Preservation Restriction General Laws Chapter 184 and 132A, (b) that said use, activity, structure or building shall not defeat or derogate from the intent of this Agricultural Preservation Restriction to provide for the perpetual protection and preservation of agricultural lands, and (c) in the case of a co-holder that the co-holder has made findings under (a) and (b)

of this paragraph. If based on said findings, the Grantee shall approve, or approve with conditions said request, it shall issue a certificate of approval suitable for recording. Said certificate shall include the language of Paragraph A, (5) of this restriction. If the Grantee is unable to make the findings necessary for approval it shall state in writing its reason therefore to the Grantor.

- (3) The Grantee reserves the right to inspect approved use, activity, structure or building for conformity with its Certificate of Approval. In the case of a building or structure, upon its satisfactory completion in accordance with said approval, the Grantee shall issue to the Grantor a Certificate of Completion in recordable form, which when executed by the Commissioner of Food and Agriculture and duly recorded shall be binding on all co-holders of this restriction.

The foregoing Restriction is authorized by Massachusetts General Laws Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 11A through 11D, and otherwise by law, and is intended to insure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantee by the Commissioner, or if jointly held with a municipality, jointly and severally, by the Board of Selectmen and Conservation Commission or where no such conservation commission has been established, as otherwise provided by General Laws, Chapter 132A, Section 11A. This restriction shall be enforced by the Grantee as it in its sole discretion may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

The Agricultural Preservation Restriction hereby conveyed does not grant to the Grantee, to the public, or to any other person any right to enter upon the Premises, except that the Grantor hereby grants to the Grantee and its successors at law thereto, the right to enter the Premises in a reasonable manner and at reasonable times, for the purpose of inspecting the Premises to determine compliance herewith, of enforcing this Agricultural Preservation Restriction, or of taking any and all actions with

respect to the Premises as may be necessary or appropriate with or without order of court, to remedy or abate any violation hereof. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Agricultural Preservation Restriction.

The Agricultural Preservation Restriction hereby imposed is in gross and is not for the benefit of or appurtenant to any particular land and shall be assignable to any other governmental or any non-governmental non-profit organization whose purposes include conservation of natural areas. The burden of this Agricultural Preservation Restriction hereby imposed shall run with the premises and shall be binding upon all future owners of any interest therein. This restriction may only be released, in whole or in part, by the Grantee by the procedures established by Section 32 of Chapter 184 of the General Laws, as amended.

If any section or provision of the restriction shall be held to be unenforceable by any court of competent jurisdiction, this restriction shall be construed as though such section had not been included in it. If any section or provision of the restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33 and General Laws, Chapter 132A, Sections 11A through 11D and the regulations promulgated in accordance with said Chapters.

This instrument is not a deed. It does not purport to a transfer of a fee interest to the Grantee. No Massachusetts deed excise tax stamps are affixed hereto as none are required by General Laws Chapter 64D, Section 1 as amended.

WITNESS the execution hereof under seal this 6th day of

January, 1987

Victor P. Kullgren

[Signature]

COMMONWEALTH OF MASSACHUSETTS

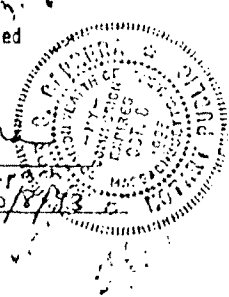
Worcester, ss.

January 6, 1987

Then personally appeared the above-named Victor P. Kullgren,
Linde J. Kullgren and [Signature] and acknowledged
the foregoing instrument to be their free act and deed, before me.

Robert G. [Signature]

Notary Public Robert G. [Signature]
My Commission Expires 10/8/93



APPROVAL OF THE

COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction granted by Victor P. & Linde J. Kullgren to the Commonwealth of Massachusetts and Municipality of Dudley with respect to parcels of land located in Dudley Massachusetts described therein has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D.

Date January 22, 1987

COMMONWEALTH OF MASSACHUSETTS

By: [Signature]
Commissioner of Food and Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 22, 1987

Then personally appeared the above-named August Schumacher and acknowledged the foregoing to be his free act and deed, before me.

[Signature]

Notary Public
My Commission Expires May 22, 1992

COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

Approved as to Form
Department of the Attorney General

By: T. Daniel Raftery

Approved in accordance
with Chapter 579 of the
Acts of 1980, as amended

By: (Signature) J. Bradshaw
Deputy Commissioner of
Capitol Planning and
Operations
ASSOCIATE DEPUTY COMMISSIONER

Date: Sept. 8, 1981

Date: 19 May 87

THREE certain tracts or parcels of land with the buildings

EXHIBIT A

thereon of every nature and description and all the privileges and appurtenances theretobelonging, situated in Town of Dudley, Worcester County, Massachusetts, bounded and described as follows:

TRACT I - A certain parcel of land with the buildings thereon situated on both the easterly and westerly sides of Ramshorn Road leading to Charlton, bounded and described as follows:

BEGINNING on the westerly side of said Ramshorn Road at the end of a wall at land of William A. Converse et ux, formerly of David E. Taylor;

THENCE southeasterly by said Ramshorn Road about 34 rods;

THENCE across said Ramshorn Road and continuing by land herein after described S. 80° 30' W. about 10 rods, 17 links to a corner of wall;

THENCE S. 11° E. by land formerly of Bertha I. Downey about 22 rods, 20 links to a corner of wall;

THENCE N. 87° 30' E. by land of said Downey about 27 rods 20 links to said Ramshorn Road;

THENCE across said Ramshorn Road and continuing in the same course by land of said Downey, formerly of A. E. Edmunds, about 59 rods, 10 links to corner of wall;

THENCE N. 3° 30' E. by land of said Downey about 48 rods, 21 links;

THENCE easterly about 3 rods 20 links;

THENCE N. 0° 30' E. by land of Gatzke, formerly of William Corbin about 38 rods 23 links to corner of wall;

THENCE S. 82° 30' W. along the wall by land of Moninski, formerly of David E. Taylor, about 22 rods 17 links;

THENCE N. 8° 30' W. by said Moninski land about 15 rods 12 links to corner of wall;

THENCE E. 77° W. along wall by land of Neulieb, formerly of Mrs. J. D. Paine, about 44 rods 17 links to corner of wall at said Converse land;

THENCE S. 17° 30' E. by said Converse land about 29 rods 5 links;

THENCE S. 85° 40' W. by said Converse land about 46 rods 5 links to the point of beginning.

CONTAINING 50 acres, more or less.

Excepting therefrom one area of land, at least, surrounding Grantor's home located on the easterly side of Ramshorn Road consisting of at least 150 feet of frontage on said Ramshorn Road and both sides particularly described in a surveyor's plan to be recorded in the Worcester District Registry of Deeds, and as described in Exhibit B attached hereto.

TRACT II - A certain parcel of land situated in said Dudley at the corner of said Ramshorn Road and the road leading therefrom to Dresser Hill, bounded as follows:

EASTERLY by said Ramshorn Road;

NORTHERLY by said road to Dresser Hill;

WESTERLY by a wall and land formerly of Bertha I. Downey, earlier of David E. Taylor;

SOUTHERLY by wall and said Downey land and the land above described.

CONTAINING ten acres, more or less.

Subject to an easement for pole line rights to Worcester County Electric Company.

BEING the same premises described in a deed from Ida L. Truell to Bertha F. Dunham dated August 25, 1954 and in a deed from Elizabeth W. Smith, Adm. to Bertha F. Dunham dated September 7, 1954, both of which are duly recorded.

TRACT III - A certain parcel of land situated in said Dudley, on the easterly side of Ramshorn Road, bounded and described as follows:

- BEGINNING at a pin in the ground in wall on the easterly line of said Ramshorn Road at the S. W. corner of land now or formerly of one Truell;
- THENCE S. 89° 18' E. along wall a distance of 618 feet to a point;
- THENCE continuing along wall S. 88° 18' E. a distance of 361.55 feet to a corner of walls;
- THENCE N. 7° 6' E. a distance of 810.60 feet to a corner of wall;
- THENCE S. 83° 56' E. by wall a distance of 641.32 feet to a corner of walls;
- THENCE S. 0° 13' E. along wall a distance of 713.12 feet to corner of walls;
- THENCE S. 86° 5' W. a distance of 82.72 feet to end of a wall;
- THENCE S. 0° 47' W. along wall a distance of 602.30 feet to a point in wall;
- THENCE continuing along wall S. 0° 47' W. a distance of 191.80 feet to an oak tree in wall;
- THENCE S. 82° 10' W. a distance of 888.22 feet to a pin situated 200 feet N, 82° 10' E. from the easterly of Ramshorn Road;
- THENCE N. 11° 55' E. a distance of 175.63 feet to a point in wall;
- THENCE continuing in a general northerly direction along wall a distance of 85.10 feet to a point near the south end of bar way;
- THENCE N. 61° 31' W. a distance of 478.85 feet;
- THENCE S. 75° 17' W. a distance of 25 feet;
- THENCE S. 14° 45' E. 15 feet to the end of a stone wall;
- THENCE S. 87° 17' W. 132 feet along wall to pin in the ground on the easterly line of Ramshorn Road;
- THENCE N. 24° 58' W. along the easterly line of Ramshorn Road a distance of 164.31 feet to a point on the easterly line of Ramshorn Road and end of wall;
- THENCE N. 22° 4' E. along wall a distance of 100 feet;
- THENCE S. 76° 88' W. a distance of 88 feet to a pin in the ground on the easterly line of Ramshorn Road;
- THENCE N. 33° 29' W. along the easterly line of Ramshorn Road a distance of 197.10 feet to the point of beginning.

Said premises are conveyed subject to a reservation in favor of Grace D. Wilson, her heirs and assigns, and subject to the rights of said Grace D. Wilson, her heirs and assigns, to maintain a water pipe line in and across the granted premises leading from the wall on land of said Grace D. Wilson to the dwelling of said Grace D. Wilson on the easterly side of Ramshorn Road, said pipe line to be maintained where presently located and it being understood that should said pipe be dug up or replaced, the land will be left in the same condition in which it is found at the time of such digging by the said Grace D. Wilson, her heirs and assigns.

Said premises are conveyed subject also to pole and wire rights of Worcester County Electric Company.

The aforesaid premises contain approximately 33.62 acres.

BEING the same premises conveyed to Bertha F. Dunham and Elizabeth W. Smith by deed of Grace D. Wilson and John E. Downey dated October 17, 1955 and recorded with Worcester District Registry of Deeds in Book 3723, Page 208.

SUBJECT to any legal rights of way across the fifty (50) acre, more or less parcel, if there are any, as recited in Book 1346, Page 322

SUBJECT to layout of Ramshorn Road by Town of Dudley in Book 2707, Page 121.

SUBJECT to easements for poles and wires sixty (60) feet wide and right to clear granted Worcester County Electric Company in Book 3168, Page 573, Book 3168, Page 569, and Book 3193, Page 492.

SUBJECT to reservation of water pipe rights recited in Book 3723, Page 208.

SUBJECT to possible flowage and riparian rights in brook.

EXHIBIT "B"

BEGINNING at an iron pipe in a stone wall at the northwest corner of tract herein described on the easterly side of Ramshorn Road at other land of Victor P. and Linda J. Kallgren;

THENCE N 68° 25' 14" E along a stone wall and other land of said Kallgren, a distance of seventy-three and eighty hundredths (73.80) feet;

THENCE N 53° 51' 48" E along other land of said Kallgren a distance of seventy-seven and ninety-five hundredths (77.95) feet to an iron pipe;

THENCE N 62° 38' 55" E along other land of said Kallgren a distance of two hundred forty-four and seventy hundredths (244.70) feet;

THENCE S 28° 25' 12" E along other land of said Kallgren a distance of one hundred sixty-one and ninety-one hundredths (161.91) feet;

THENCE S 39° 18' 16" W along other land of said Kallgren a distance of two hundred and ninety-three hundredths (200.93) feet;

THENCE S 83° 00' 20" W along other land of said Kallgren a distance of one hundred sixteen and forty-three hundredths (116.43) feet to a point in a stone wall on the easterly side of Ramshorn Road;

THENCE N 61° 19' 32" W along the easterly side of said Ramshorn Road a distance of one hundred thirty-four and eight hundredths (134.08) feet to a point in a stone wall;

THENCE N 50° 43' 02" W along a stone wall on the easterly side of said Ramshorn Road a distance of twenty-nine and thirty-six hundredths (29.36) feet;

THENCE N 44° 28' 48" W along a stone wall on the easterly side of Ramshorn Road a distance of sixty-one and four hundredths (61.04) feet to the point of beginning.

The above described tract contains an area of 1.663 acres.

Deed reference: Portion Book 5473 Page 192 Tract 1

AS DESCRIBED IN PLAN BOOK 596 PLAN 120

ATTEST: WORC., Anthony J. Vigliotti, Register

RIGHT OF FIRST REFUSAL
FOR PURCHASE OF REAL ESTATE

• (We) Victor P. and Linda J. Kallgren

OF Ramshorn Road, Dudley

Worcester County, Massachusetts (the "Owner") for good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant a Right of First Refusal for ourselves, our heirs, executors, administrators and assignees, to the Commonwealth of Massachusetts acting through the Commissioner of Food and Agriculture ("Commonwealth") for the purchase of land located at and described in Exhibit A which is attached hereto and made a part hereof.

It is hereby agreed that the Owner shall not sell or convey said land, or any portion thereof, to any person unless (1) said Owner has first received a bona fide offer to purchase said land and (2) has given the Commissioner of the Department of Food and Agriculture written notice including the name and address of the offerer and terms and conditions of said offer and the encumbrances subject to which the land is conveyed, and containing an offer by said Owner to sell said land to the Commonwealth on the same terms and conditions as said bona fide offer, and (3) the Department of Food and Agriculture shall not within sixty (60) days after the giving of such notice deliver to said Owner written notice of its election to purchase said land in accordance with said offer. In the event that the Commonwealth shall so elect to purchase, the deed shall be delivered and the consideration paid at said Registry of Deeds at 11:00 o'clock a.m. on the sixteenth day after the date of the giving of such notice of election to purchase by the Department of Food and Agriculture. Said Right of First

Ramshorn Rd Dudley

APR 13 1 03 PM '88

Refusal shall run with the land as set forth in Exhibit A attached hereto.

The Right of First Refusal is assignable to any other governmental or any non-governmental non-profit organization or any individual whose intended uses include the furtherance of the purposes of the Agricultural Preservation Restriction as recorded herewith, all in the complete discretion of the Commonwealth.

In the event that the Department of Food and Agriculture shall not elect to purchase, then said Owner shall be free thereafter to sell and convey said land to the offerer named in said Owner's notice at a price not lower than that specified therein, but said Owner shall not sell or convey said land to any other person or at any lower price without again offering the same to the Department of Food and Agriculture.

The provisions of this Right of First Refusal shall not be construed to apply to bona fide mortgages of said land or to sales or other proceedings for the foreclosure thereof.

The Right of First Refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of said land because of race, creed, color, sex or national origin.

For purposes of this Right of First Refusal, any notice given shall be duly given when in writing and mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid.

In the event that the grantor fails to offer the property to the Commonwealth as set forth above, whoever may then hold title shall convey the

premises to the Commonwealth, upon demand, for the same consideration that the Commonwealth would have had to pay had the offer been properly made.

The sole evidence of a waiver of the Right of First Refusal by the Commonwealth shall be an instrument executed by the Commissioner of the Department of Food and Agriculture and recorded in said Registry. Such a release for one transfer shall not constitute a release for any subsequent transfer.

The Commonwealth agrees to waive its Right of First Refusal in favor of a conveyance of land to a parent, grandparent, child, grandchild, or brother or sister of the owner, or the surviving husband or wife of any deceased such relative.

WITNESS the execution hereof under seal this 27th day of February, 1986.

Victor P. Kallgren
S. D. Kallgren

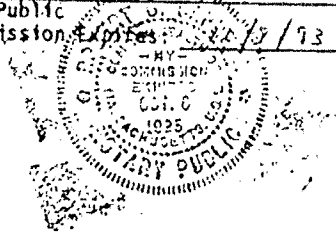
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

February 27, 1986

Then personally appeared the above-named Victor P. Kallgren and Paula J. Kallgren, and acknowledged the foregoing instrument to be their free act and deed, before me.

Robert J. Kallgren
Notary Public
My Commission Expires 12/31/93



APPROVAL OF THE
COMMONWEALTH OF MASSACHUSETTS

The foregoing Right of First Refusal granted by Victor & Linda Kallgren
to the Commonwealth of Massachusetts with respect to the parcels of land
located in Dudley Massachusetts subject to an Agricultural
Preservation Restriction pursuant to Massachusetts General Laws, Chapter 184,
Section 32 through 33, and Chapter 132A, Section 11A through 11D.

Date 3/5/87

Commonwealth of Massachusetts

By: August Peterson
Commissioner of Food and Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

The personally appeared the above-named August Schunacker ~~and~~ March 5, 1987
acknowledged the foregoing to be his act and deed, before me.

Jean M. Devine
Notary Public

My Commission Expires: May 22, 1992

EXHIBIT A

thereon of every nature and description and all the privileges and appurtenances theretobelonging, situated in Town of Dudley, Worcester County, Massachusetts, bounded and described as follows:

TRACT I - A certain parcel of land with the buildings thereon situated on both the easterly and westerly sides of Ramshorn Road leading to Charlton, bounded and described as follows:

- BEGINNING on the westerly side of said Ramshorn Road at the end of a wall at land of William A. Converse et ux, formerly of David E. Taylor;
- THENCE southeasterly by said Ramshorn Road about 34 rods;
- THENCE across said Ramshorn Road and continuing by land herein after described S. 80° 30' W. about 10 rods, 17 links to a corner of wall;
- THENCE S. 11° E. by land formerly of Bertha I. Downey about 22 rods, 20 links to a corner of wall;
- THENCE N. 87° 30' E. by land of said Downey about 27 rods 20 links to said Ramshorn Road;
- THENCE across said Ramshorn Road and continuing in the same course by land of said Downey, formerly of A. E. Edmonds, about 59 rods, 10 links to corner of wall;
- THENCE N. 3° 30' E. by land of said Downey about 48 rods, 21 links;
- THENCE easterly about 3 rods 20 links;
- THENCE S. 0° 30' E. by land of Gatzke, formerly of William Corbin about 38 rods 23 links to corner of wall;
- THENCE S. 82° 30' W. along the wall by land of Moninski, formerly of David E. Taylor, about 22 rods 17 links;
- THENCE N. 8° 30' W. by said Moninski land about 15 rods 12 links to corner of wall;
- THENCE S. 77° W. along wall by land of Neulieb, formerly of Mrs. J. D. Paine, about 44 rods 17 links to corner of wall at said Converse land;
- THENCE S. 17° 30' E. by said Converse land about 29 rods 5 links;
- THENCE S. 85° 40' W. by said Converse land about 46 rods 5 links to the point of beginning.

CONTAINING 50 acres, more or less.

Excepting therefrom one acre of land, at least, surrounding Grantor's home located on the easterly side of Ramshorn Road, consisting of at least 150 feet of frontage on said Ramshorn Road and lots, more particularly described in a surveyor's plan to be recorded in the Worcester District Registry of Deeds, and as described in Exhibit A attached hereto.

TRACT II - A certain parcel of land situated in said Dudley at the corner of said Ramshorn Road and the road leading therefrom to Dresser Hill, bounded as follows:

- EASTERLY by said Ramshorn Road;
- NORTHERLY by said road to Dresser Hill;
- WESTERLY by a wall and land formerly of Bertha I. Downey, earlier of David E. Taylor;
- SOUTHERLY by wall and said Downey land and the land above described,

CONTAINING ten acres, more or less.

Subject to an easement for pole line rights to Worcester County Electric Company.

BEING the same premises described in a deed from Ida L. Truell to Bertha F. Dunham dated August 25, 1954 and in a deed from Elizabeth W. Smith, Adm. to Bertha F. Dunham dated September 7, 1954, both of which are duly recorded.

TRACT III - A certain parcel of land situated in said Dudley, on the easterly side of Ramshorn Road, bounded and described as follows:

BEGINNING at a pin in the ground in wall on the easterly line of said Ramshorn Road at the S. W. corner of land now or formerly of one Truell;

THENCE S. 89° 18' E. along wall a distance of 618 feet to a point;

THENCE continuing along wall S. 88° 18' E. a distance of 361.55 feet to a corner of walls;

THENCE N. 7° 6' E. a distance of 810.60 feet to a corner of walls;

THENCE S. 83° 56' E. by wall a distance of 641.32 feet to a corner of walls;

THENCE S. 0° 13' E. along wall a distance of 713.12 feet to corner of walls;

THENCE S. 86° 5' W. a distance of 82.72 feet to end of a wall;

THENCE S. 0° 47' W. along wall a distance of 602.30 feet to a point in wall;

THENCE continuing along wall S. 0° 47' W. a distance of 151.80 feet to an oak tree in wall;

THENCE S. 82° 10' W. a distance of 888.22 feet to a pin situated 200 feet N. 82° 10' E. from the easterly of Ramshorn Road;

THENCE N. 11° 53' E. a distance of 175.63 feet to a point in wall;

THENCE continuing in a general northerly direction along wall a distance of 85.10 feet to a point near the south end of bar way;

THENCE N. 61° 31' W. a distance of 478.85 feet;

THENCE S. 75° 17' W. a distance of 25 feet;

THENCE S. 14° 45' E. 15 feet to the end of a stone wall;

THENCE S. 87° 17' W. 132 feet along wall to pin in the ground on the easterly line of Ramshorn Road;

THENCE N. 24° 58' W. along the easterly line of Ramshorn Road a distance of 164.31 feet to a point on the easterly line of Ramshorn Road and end of wall;

THENCE N. 22° 4' E. along wall a distance of 100 feet;

THENCE S. 76° 88' W. a distance of 88 feet to a pin in the ground on the easterly line of Ramshorn Road;

THENCE N. 33° 29' W. along the easterly line of Ramshorn Road a distance of 197.10 feet to the point of beginning.

Said premises are conveyed subject to a reservation in favor of Grace D. Wilson, her heirs and assigns, and subject to the rights of said Grace D. Wilson, her heirs and assigns, to maintain a water pipe line in and across the granted premises leading from the wall on land of said Grace D. Wilson to the dwelling of said Grace D. Wilson on the easterly side of Ramshorn Road, said pipe line to be maintained where presently located and it being understood that should said pipe be dug up or replaced, the land will be left in the same condition in which it is found at the time of such digging by the said Grace D. Wilson, her heirs and assigns.

Said premises are conveyed subject also to pole and wire rights of Worcester County Electric Company.

The aforesaid premises contain approximately 33.62 acres.

BEING the same premises conveyed to Bertha P. Dunham and Elizabeth W. Smith by deed of Grace D. Wilson and John E. Downey dated October 17, 1955 and recorded with Worcester District Registry of Deeds in Book 3723, Page 208.

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SUBJECT to layout of Ramshorn Road by Town of Dudley in Book 2707, Page 121.

SUBJECT to easements for poles and wires sixty (60) feet wide and right to clear granted Worcester County Electric Company in Book 3168, Page 573, Book 3168, Page 569, and Book 3193, Page 492.

SUBJECT to reservation of water pipe rights recited in Book 3723, Page 208.

SUBJECT to possible flowage and riparian rights in brook.

EXHIBIT "B"

BEGINNING at an iron pipe in a stonewall at the northwest corner of tract herein described on the easterly side of Ramshorn Road at other land of Victor P. and Linda J. Kallgren;

THENCE N 68° 23' 14" E along a stonewall and other land of said Kallgren, a distance of seventy-three and eighty hundredths (73.80) feet;

THENCE N 53° 51' 48" E along other land of said Kallgren a distance of seventy-seven and ninety-five hundredths (77.95) feet to an iron pipe;

THENCE N 62° 38' 55" E along other land of said Kallgren a distance of two hundred forty-four and seventy hundredths (244.70) feet;

THENCE S 28° 25' 12" E along other land of said Kallgren a distance of one hundred sixty-one and ninety-one hundredths (161.91) feet;

THENCE S 39° 18' 16" W along other land of said Kallgren a distance of two hundred and ninety-three hundredths (200.93) feet;

THENCE S 83° 00' 20" W along other land of said Kallgren a distance of one hundred sixteen and forty-three hundredths (116.43) feet to a point in a stonewall on the easterly side of Ramshorn Road;

THENCE N 61° 19' 32" W along the easterly side of said Ramshorn Road a distance of one hundred thirty-four and eight hundredths (134.08) feet to a point in a stonewall;

THENCE N 50° 43' 02" W along a stonewall on the easterly side of said Ramshorn Road a distance of twenty-nine and thirty-six hundredths (29.36) feet;

THENCE N 44° 28' 48" W along a stonewall on the easterly side of Ramshorn Road a distance of sixty-one and four hundredths (61.04) feet to the point of beginning.

The above described tract contains an area of 1.663 acres.

Deed reference: Portion Book 5473 Page 192 Tract 1

AS DESCRIBED IN PLAN BOOK 596 PLAN NO

ATTEST: WORC., Anthony J. Vigliotti, Register