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JJ Manning
AUCTIONEERS
AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.



January 30, 2024

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer 13+/- acres of residential development land in the Village of Leeds in Northampton, MA. The property is identified as 0 Kennedy Rd. (Lot 2), Northampton, MA more particularly Assessor's Parcel ID 10-026-001. This large acreage property offers the potential for development and other opportunities. Please take time to review the rest of this information package.

The owners have chosen auction, the accelerated method of marketing, for the sale of residential development land. Their decision allows you to set the market price for this property with your bid(s) and to buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults", so be sure to familiarize yourself with it. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Thursday, February 22 at 12:00 pm on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$10,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at auctions@jjmanning.com or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE
President



TERMS & CONDITIONS

REAL ESTATE AUCTION

**13+/- ACRES RESIDENTIAL DEVELOPMENT LAND
IN VILLAGE OF LEEDS**

0 KENNEDY RD. (LOT 2), NORTHAMPTON, MA

Thursday, February 22 at 12pm On-Site

Auc. Ref. #24-2045

MA Auc. Lic. #111

Terms of Sale: 10% deposit of which Ten Thousand Dollars (\$10,000.00) minimum must be presented in cash, certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, February 23, 2024. Balance in 30 days.

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

B. Closing will take place on or before Friday, March 22, 2024 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

C. A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

D. The property is being sold "as is, with all faults". We encourage you to attend the auction to thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to enter protective bids on behalf of Seller.

F. Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

G. The property is NOT being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.



BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

	Bid Price:	\$100,000.00
	Add 10% Buyer's Premium:	\$ 10,000.00

	Contract sales price:	\$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

PURCHASE AND SALE AGREEMENT

This 22nd day of February, 2024

1. PARTIES AND MAILING ADDRESSES

HAVA DOOM LLC hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with any buildings thereon known as 0 Kennedy Road (Lot 2), Northampton, Massachusetts more particularly described as 13+/- acres identified as Assessor's Parcel 10-026-001 and as Lot 2 on Hampshire County Registry of Deeds Plan Book 234 Page 77 (see attached Exhibit 1).

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE

The agreed purchase price for said premises is _____ dollars, of which

\$_____ have been paid as a deposit this day and

\$_____ are to be paid in cash, wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET Friday, February 23, 2024 as the additional deposit

\$_____ are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check(s)

\$_____ TOTAL

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, March 22, 2024 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void

without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposited required to the made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

HAVA DOOM LLC, Seller

By:

By:

Buyer's Mailing Address (Street or P.O. Box)

Buyer's Mailing Address (City, State & Zip Code)

Buyer's Daytime Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

BUYER

BUYER

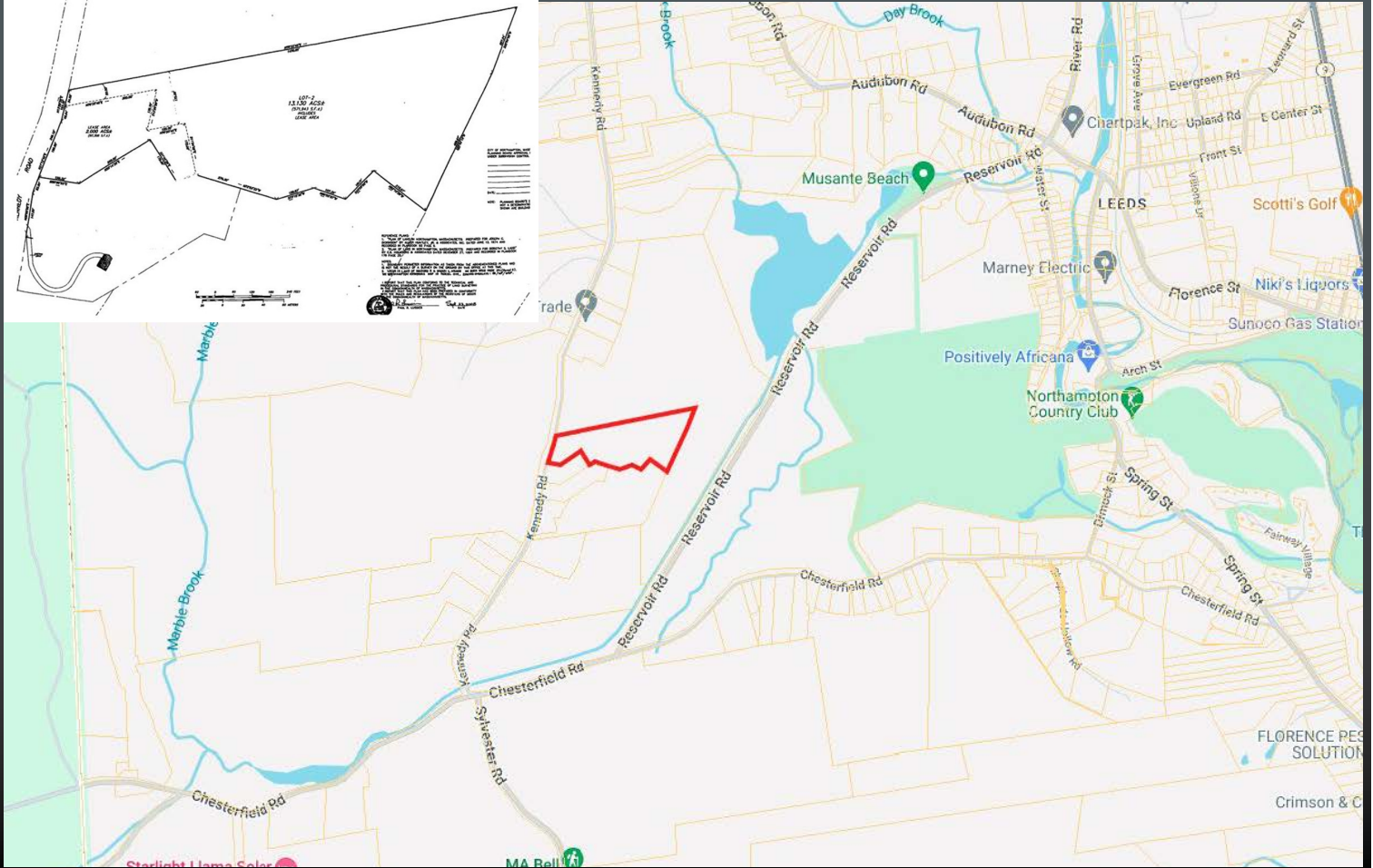
Buyer's Attorney (Name)

Buyer's Attorney (Firm)

Buyer's Attorney's Address (Street or P.O. Box)

0 KENNEDY RD. (LOT 2), NORTHAMPTON, MA

13+/- ACRES OF RESIDENTIAL DEVELOPMENT LAND



AUCTION: Thursday, February 22, 2024 12PM On-Site

In Village of Leeds - Hampshire County

Parcel ID: 10-026-001

Zoning: Residential

Deed Ref.: Hampshire Cnty. 13015/324 (7/12/18)

Plan Ref.: Hampshire Cnty. Plan 234/77

13.13+/- acres of unimproved residential development land on Kennedy Road (look for JJManning signs) in the Village of Leeds in the Northwest corner of Northampton, close to Williamsburg & Westhampton. The property is convenient to conservation, Musante Beach, country club, bike path to Look Park. 5+/- miles to bustling Northampton Center with easy access to shopping, restaurants, museums, and institutions of higher learning.

Terms of Sale: 10% certified deposit of which \$10,000 in certified or bank check at the auction & remainder by 4pm ET on Friday, February 23, 2024. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.

JJManning
AUCTIONEERS

Property Info, Photos, Broker Reg. & Full Terms at:

www.JJManning.com

800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 111 • MA Broker Lic 5850
Brochure 1788 • Ref 24-2045

PROPERTY INFORMATION
O KENNEDY RD. (LOT 2), NORTHAMPTON, MA

REAL ESTATE AUCTION

**13+/- ACRES RESIDENTIAL DEVELOPMENT LAND
IN VILLAGE OF LEEDS**

Thursday, February 22 at 12pm On-Site

13.13+/- acres of unimproved residential development land on Kennedy Road (look for JJManning signs) in the Village of Leeds in the Northwest corner of Northampton, close to Williamsburg & Westhampton. The property is convenient to conservation, Musante Beach, country club, bike path to Look Park. 5+/- miles to bustling Northampton Center with easy access to shopping, restaurants, museums, and institutions of higher learning.

PARCEL ID: 10-026-001

ZONING: Residential

DEED REF.: Hampshire County 13015/324 (7/12/2018)

PLAN REF.: Hampshire County Plan 234/77

SITE AREA: 3.13+/- acres (per plan)

FRONTAGE: 300+/- ft (per plan)

FEMA FLOOD ZONE MAP REF.: 2501670001A 4/3/1978

RE TAX ASSESSMENT: \$156,100

RE TAX RATE (2023): \$15.84

RE TAXES (2023): \$2,473

NOTE: Seller acquired the property on 7/12/2018 unencumbered by any lease agreements or special agricultural designations. Seller has not applied for any plans or permits for the property. There are currently no buildings on the site.

Situs : KENNEDY RD

Map ID: 10 -026-001

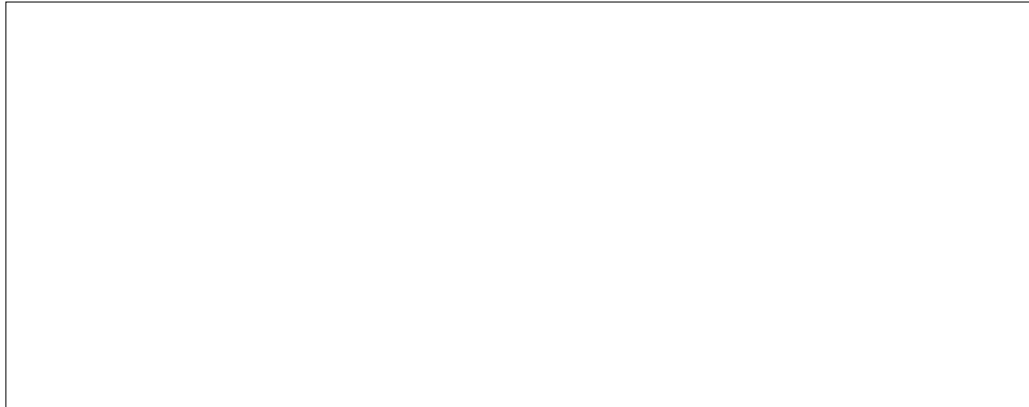
Class: Vacant Land - Developable

Card: 1 of 1

Printed: December 22, 2022

CURRENT OWNER
HAVA DOOM LLC
37 BEACON PARK
WATERTOWN MA 02472

GENERAL INFORMATION
Living Units
Neighborhood 2
Alternate Id
Vol / Pg 13015/323
District
Zoning
Class Residential



Property Notes

Land Information

Type	Size	Influence Factors	Influence %	Value
Home Site	AC 5.0000			122,850
Tillable	AC 8.3000			33,200

Total Acres: 13.3
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	
Land	156,100	156,100	156,100	0	149,100
Building	0	0	0	0	0
Total	156,100	156,100	156,100	0	149,100

Manual Override Reason
Base Date of Value 2023
Effective Date of Value 1/1/2022

Value Flag COST APPROACH
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
09/23/20	JA	Unimproved	Other

Permit Information

Date Issued	Number	Price	Purpose	% Complete
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Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
07/13/18	145,000	Land Only	Valid Sale	13015/323	Quit Claim	HAVA DOOM LLC

Situs : KENNEDY RD

Parcel Id: 10 -026-001

Class: Vacant Land - Developable

Card: 1 of 1

Printed: December 22, 2022

Dwelling Information

Style	Year Built
Story height	Eff Year Built
Attic	Year Remodeled
Exterior Walls	Amenities
Masonry Trim x	In-law Apt No
Color	

Basement

Basement	# Car Bsmt Gar
FBLA Size x	FBLA Type
Rec Rm Size x	Rec Rm Type

Heating & Cooling

Heat Type	Stacks
Fuel Type	Openings
System Type	Pre-Fab

Room Detail

Bedrooms	Full Baths
Family Rooms	Half Baths
Kitchens	Extra Fixtures
Total Rooms	Bath Type
Kitchen Type	Bath Remod
Kitchen Remod	

Adjustments

Int vs Ext	Unfinished Area
Cathedral Ceiling x	Unheated Area

Grade & Depreciation

Grade C	Market Adj
Condition	Functional
CDU AVERAGE	Economic
Cost & Design 0	% Good Ovr
% Complete	

Dwelling Computations

Base Price	% Good
Plumbing	% Good Override
Basement	Functional
Heating	Economic
Attic	% Complete
Other Features 0	C&D Factor
	Adj Factor
Subtotal	Additions

Ground Floor Area	Dwelling Value
Total Living Area	

Building Notes

Outbuilding Data

Type	Size 1	Size 2	Area	Qty	Yr Blt	Grade	Condition	Value

Condominium / Mobile Home Information

Complex Name	
Condo Model	
Unit Number	Unit Location
Unit Level	Unit View
Unit Parking	Model Make (MH)
Model (MH)	

Comparable Sales Summary

Parcel ID	Sale Date	Sale Price	TLA	Style	Yr Built	Grade

Lot 2 Kennedy Road, Northampton, MA

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I, SHERRI L. MEADE, a/k/a Sherri Lynn Meade, of 33 Elm Street, Unit B, Hatfield, Massachusetts, being married

FOR CONSIDERATION PAID OF ONE HUNDRED FORTY-FIVE THOUSAND (\$145,000.00) DOLLARS

Grants to HAVA DOOM, LLC a Massachusetts Limited Liability Company with a principal place of business of 37 Beacon Street, Watertown, Massachusetts 02472

With Quitclaim Covenants

The land in Northampton, Massachusetts known as Lot 2 consisting of 13.130 acres of land, more or less, and being more particularly bounded and described on a plan of land entitled, "Approval Not Required Plan of Land in Northampton, Massachusetts Prepared for Sanford P. and Sherri L. Meade by The Berkshire Design Group, Inc." dated September 23, 2008 and recorded in the Hampshire County Registry of Deeds, Plan Book 234, Page 77.

Being a portion of the premises conveyed to the Grantor herein by deed of Sanford P. Meade and Sherri L. Meade recorded on May 16, 2016 in the Hampshire County Registry of Deeds, Book 11314, Page 313.


This parcel is land only and therefore no Homestead rights exist in the same.

Property Address: Lot 2 Kennedy Road, Northampton, MA

Signed as a sealed instrument this 12 day of July 2018.



Witness




Sherri L. Meade, a/k/a Sherri Lynn Meade

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss:

July 12, 2018

Then personally appeared the above-named Sherri L. Meade, a/k/a Sherri Lynn Meade, personally known to me to be the person who signed above and acknowledged the foregoing instrument to be her free act and deed, before me



Steven E. Samolewicz, Notary Public
My Commission Expires: 11/7/2019





File Number: 2018-9533

Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

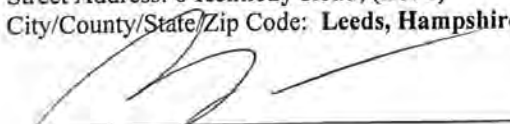
OWNER'S POLICY of TITLE INSURANCE

Schedule A

Loan	Policy Number	Date of Policy	Amount of Policy
	* NONE *		
Owner's	Policy Number	Date of Policy	Amount of Policy
	OX12336135	July 13, 2018 at 12:04 PM	\$145,000.00
Agency Name: Moran Law Offices		<input type="checkbox"/> First Time Homebuyer Discount	

1. Name of Insured:
Hava Doom, LLC, a Massachusetts Limited Liability Company
37 Beacon Street
Watertown, MA 02472
2. The estate or interest in the Land that is Insured by this policy is:
Fee Simple
3. Title is vested in:
Hava Doom, LLC, a Massachusetts Limited Liability Company, by deed dated July 12, 2018 and recorded with the Hampshire County Registry of Deeds at Book 13015, Page 323.
4. The land referred to in this policy is encumbered by the following mortgage, or trust deed and assignments:
5. The Land referred to in this policy is set forth on Exhibit A attached hereto and is described as follows:

Street Address: **0 Kennedy Road, (Lot 2)**
City/County/State/Zip Code: **Leeds, Hampshire County, Massachusetts 01053**



Authorized Signatory
Moran Law Offices



File Number: 2018-9533
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

EXHIBIT A – Legal Description

The land in Northampton, Massachusetts known as Lot 2 consisting of 13.130 acres of land, more or less, and being more particularly bounded and described on a plan of land entitled, "Approval Not Required Plan of Land in Northampton, Massachusetts Prepared for Sanford P. and Sherri L. Meade by The Berkshire Design Group, Inc." dated September 23, 2008 and recorded in the Hampshire County Registry of Deeds, Plan Book 234, Page 77.

A handwritten signature or set of initials, possibly 'S.P.' or similar, written in black ink.



File Number: 2018-9533

Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

Schedule B – I
Exceptions from Coverage

Policy No. OX12336135

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Any facts, rights, interest, or claims of persons or parties in possession, which are not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, discrepancy, conflict in boundary lines, shortage in area, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and which are not shown by the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. The mortgage, if any referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies.)
5. Liens for real estate taxes for the current fiscal year, which are not yet due and payable, and liens for any unpaid municipal assessments, water, and sewer charges, if any.
Real estate taxes have been paid through 06/30/2018.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for common area assessments, options, powers of attorney and limitations on title, created by or set forth or described in the condominium law of the State in which the unit is located, the Unit Deed, the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, Site Plans as duly recorded in the appropriate land records as the same may have been lawfully amended, and in any instruments creating the estate or interest insured by this policy.

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
MORAN LAW OFFICES
440 TOTTEN POND ROAD
SUITE 301
WALTHAM, MA 02451
PHONE: (781) 893-5955



Policy Number **OX-12336135** File Number: 2018-9533

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.**
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

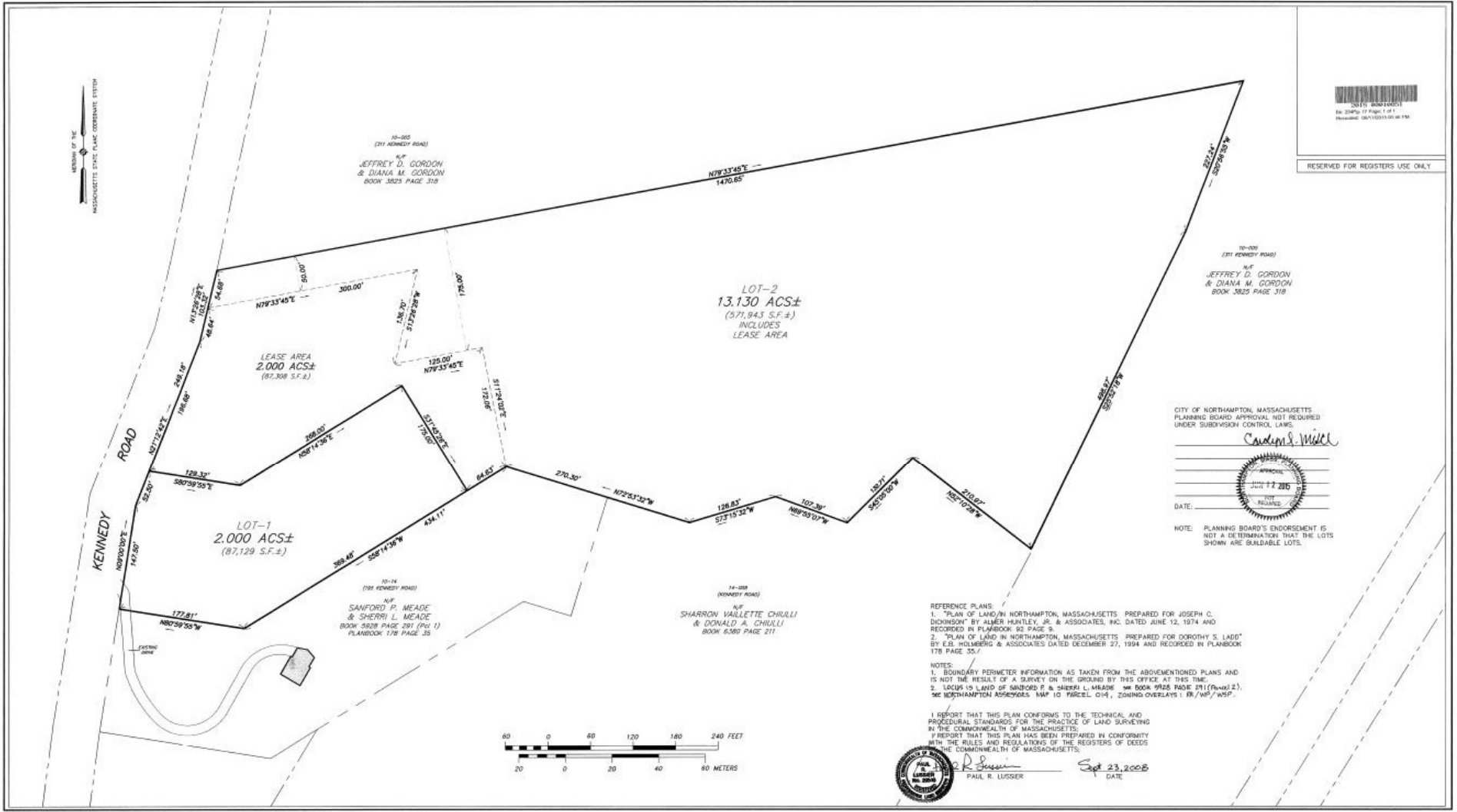
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



RESERVED FOR REGISTERS USE ONLY

CITY OF NORTHAMPTON, MASSACHUSETTS
 PLANNING BOARD APPROVAL NOT REQUIRED
 UNDER SUBDIVISION CONTROL LAWS.

Caroline S. Mill

APPROVAL
 JUL 17 2015
 CITY BOARD

DATE: _____

NOTE: PLANNING BOARD'S ENDORSEMENT IS NOT A DETERMINATION THAT THE LOTS SHOWN ARE BUILDABLE LOTS.

REFERENCE PLANS:
 1. "PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS PREPARED FOR JOSEPH C. DICKINSON" BY ALMER HUNTLEY, JR. & ASSOCIATES, INC. DATED JUNE 12, 1974 AND RECORDED IN PLANKBOOK 92 PAGE 9.
 2. "PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS PREPARED FOR DOROTHY S. LADD" BY E.S. HOLMBERG & ASSOCIATES DATED DECEMBER 27, 1994 AND RECORDED IN PLANKBOOK 178 PAGE 35.

NOTES:
 1. BOUNDARY PERIMETER INFORMATION AS TAKEN FROM THE ABOVEMENTIONED PLANS AND IS NOT THE RESULT OF A SURVEY ON THE GROUND BY THIS OFFICE AT THIS TIME.
 2. LOCUS IS LAND OF SANFORD P. & SHERRI L. MEADE SEE BOOK 9928 PAGE 291 (PLANS 2). SEE NORTHAMPTON ASSESSORS' MAP 10 PARCEL 014, ZONING OVERLAYS: RR/WP/WSP.

I REPORT THAT THIS PLAN CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN THE COMMONWEALTH OF MASSACHUSETTS.

Paul R. Lusder
 PAUL R. LUSDER
 Sept 23, 2008
 DATE



The Berkshire Design Group, Inc.

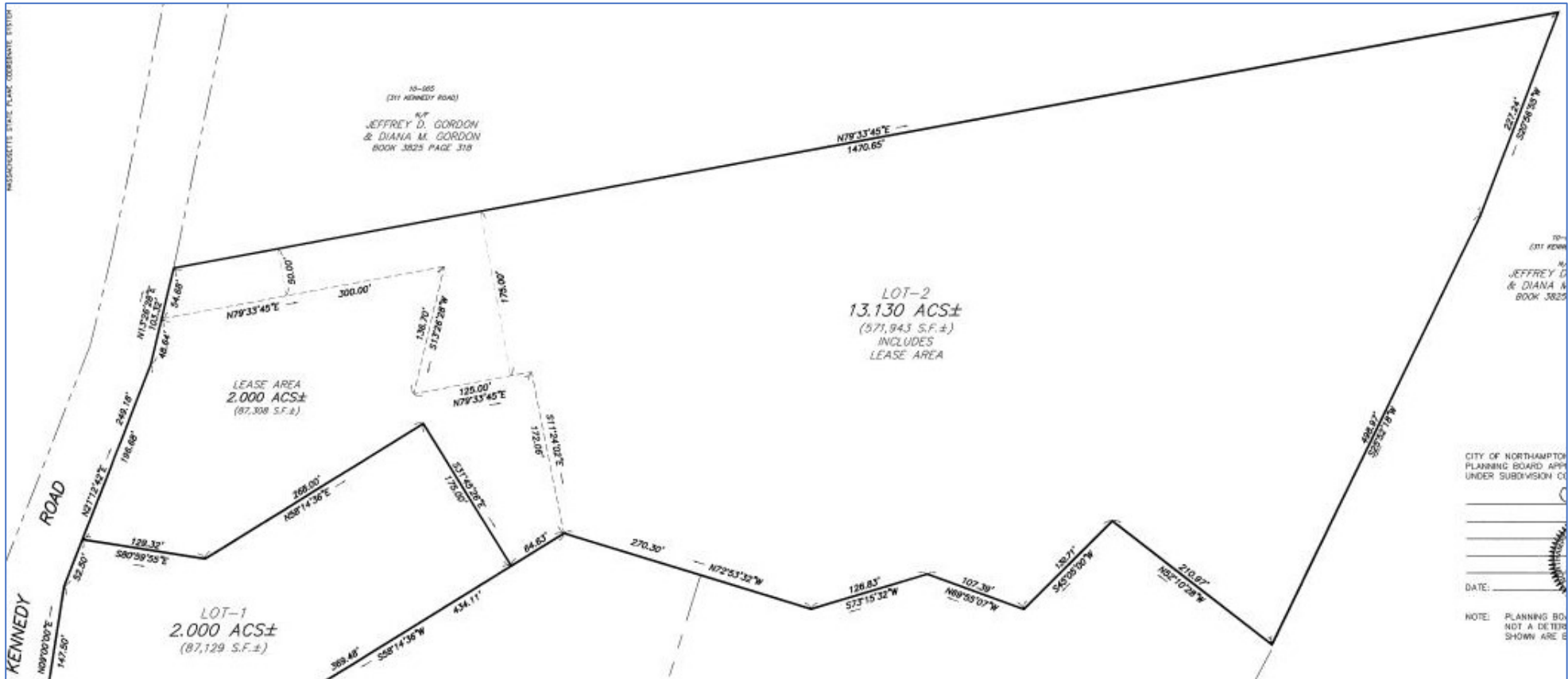
Landscaper Architects
 Civil Engineering
 Planning
 Land Surveying

4 Allen Place, Northampton, Massachusetts 01063 • (413) 592-7800 • FAX (413) 582-7005
 Email: bdg@berkshiredesign.com • Web: <http://www.berkshiredesign.com>

Plan of Land in
Northampton, Massachusetts
 prepared for
Sanford P. & Sherri L. Meade

**Approval Not Required
 Plan of Parcels**

Revisions	
Date	September 23, 2008
Scale	1" = 60'
Drawn By	PRL
Checked By	PRL
Sheet Number	




REFERENCE PLANS:

- "PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS. PREPARED FOR JOSEPH C. DICKINSON" BY ALMER HUNTLEY, JR. & ASSOCIATES, INC. DATED JUNE 12, 1974 AND RECORDED IN PLANBOOK 82 PAGE 9.
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NOTES:

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- LOCUS IS LAND OF SIMPSON R & SHEPPI L. MEADE - see BOOK 9128 PAGE 191 (Plan 2), see NORTHAMPTON ASSessor's MAP 10 PARCEL 014, ZONING OVERLAYS: R1/WP/WSP.

I REPORT THAT THIS PLAN CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS;
 I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS;

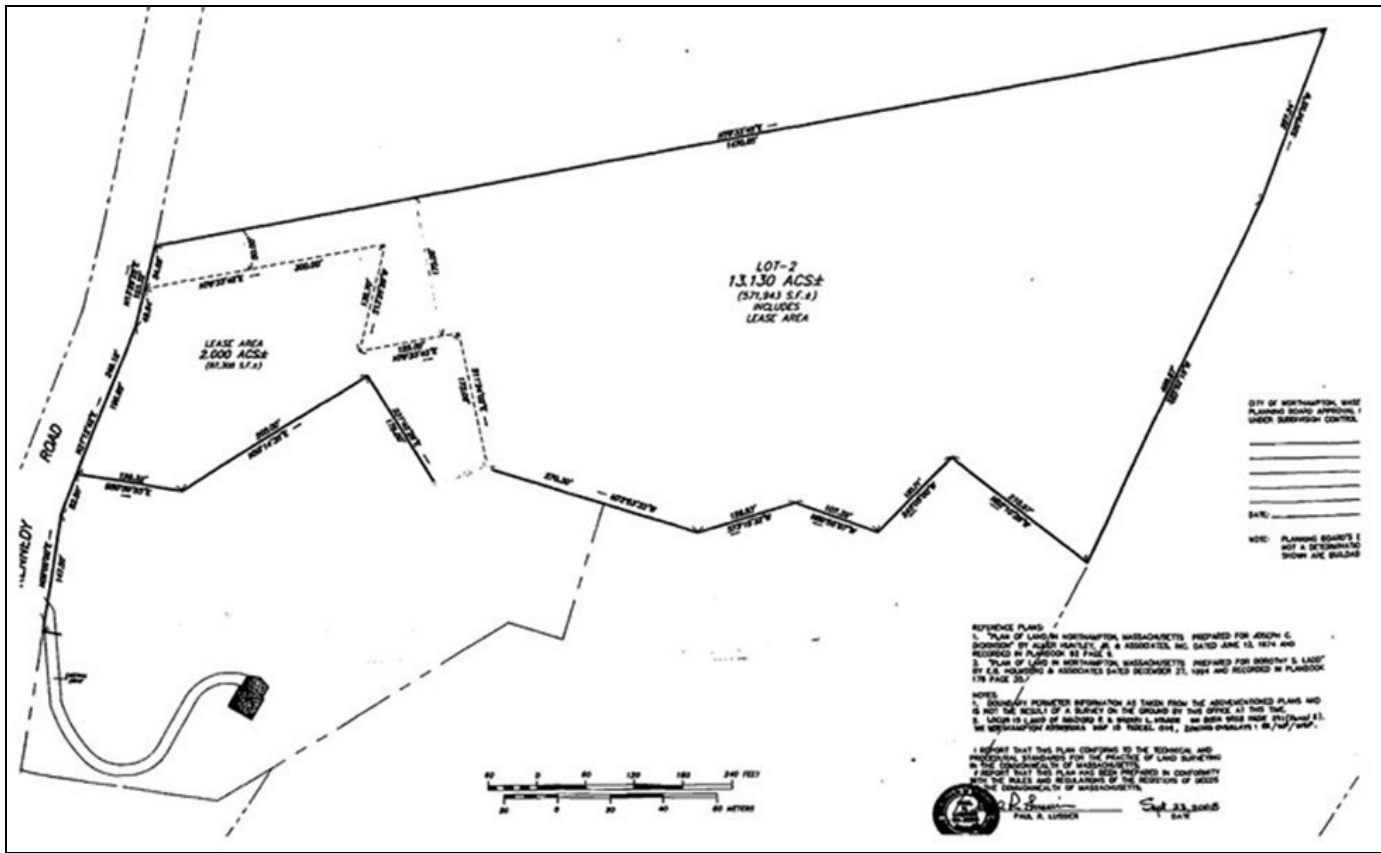
 *Paul R. Lussier*
 PAUL R. LUSSIER
 DATE: Sept 23, 2008

EXCERPTS FROM PLAN

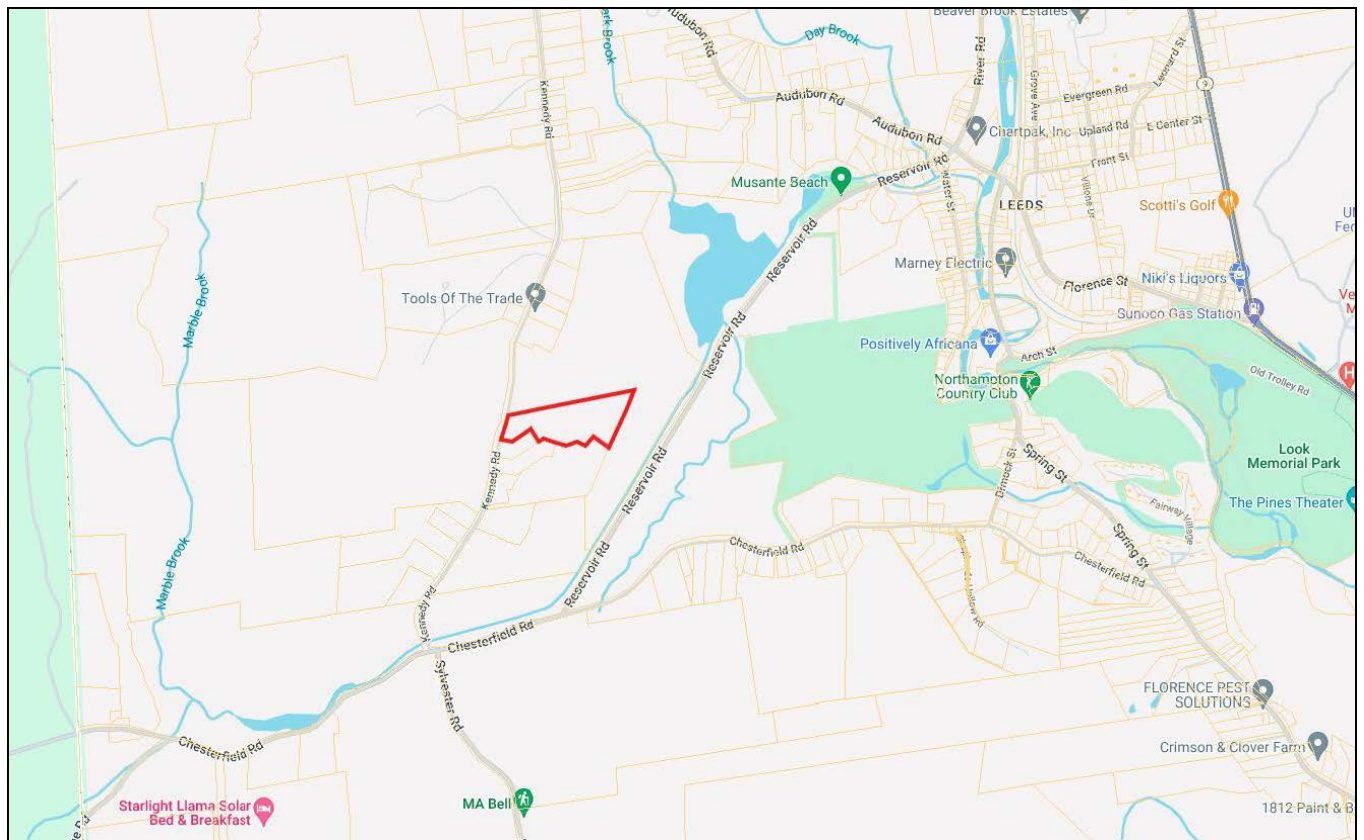
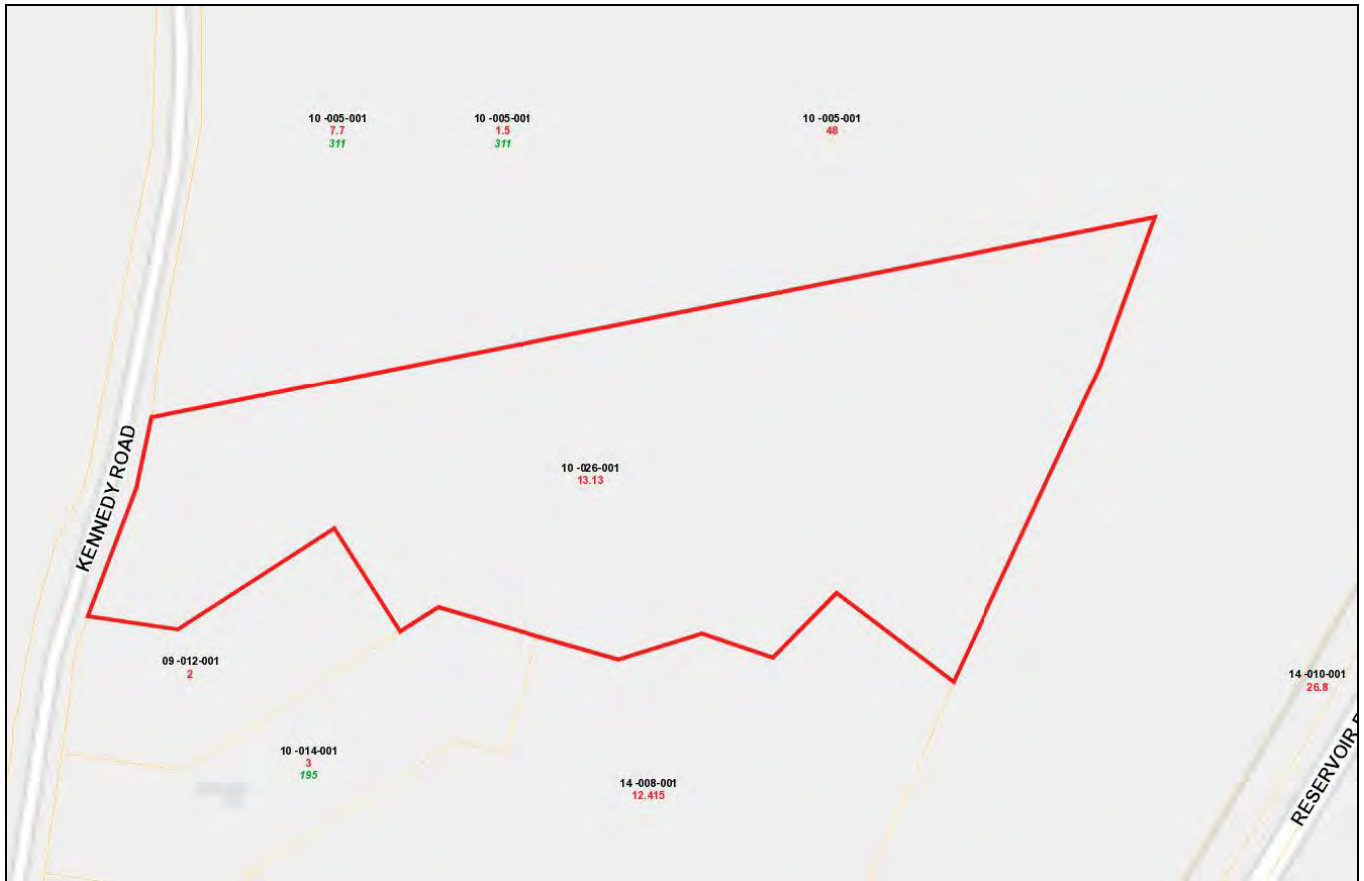
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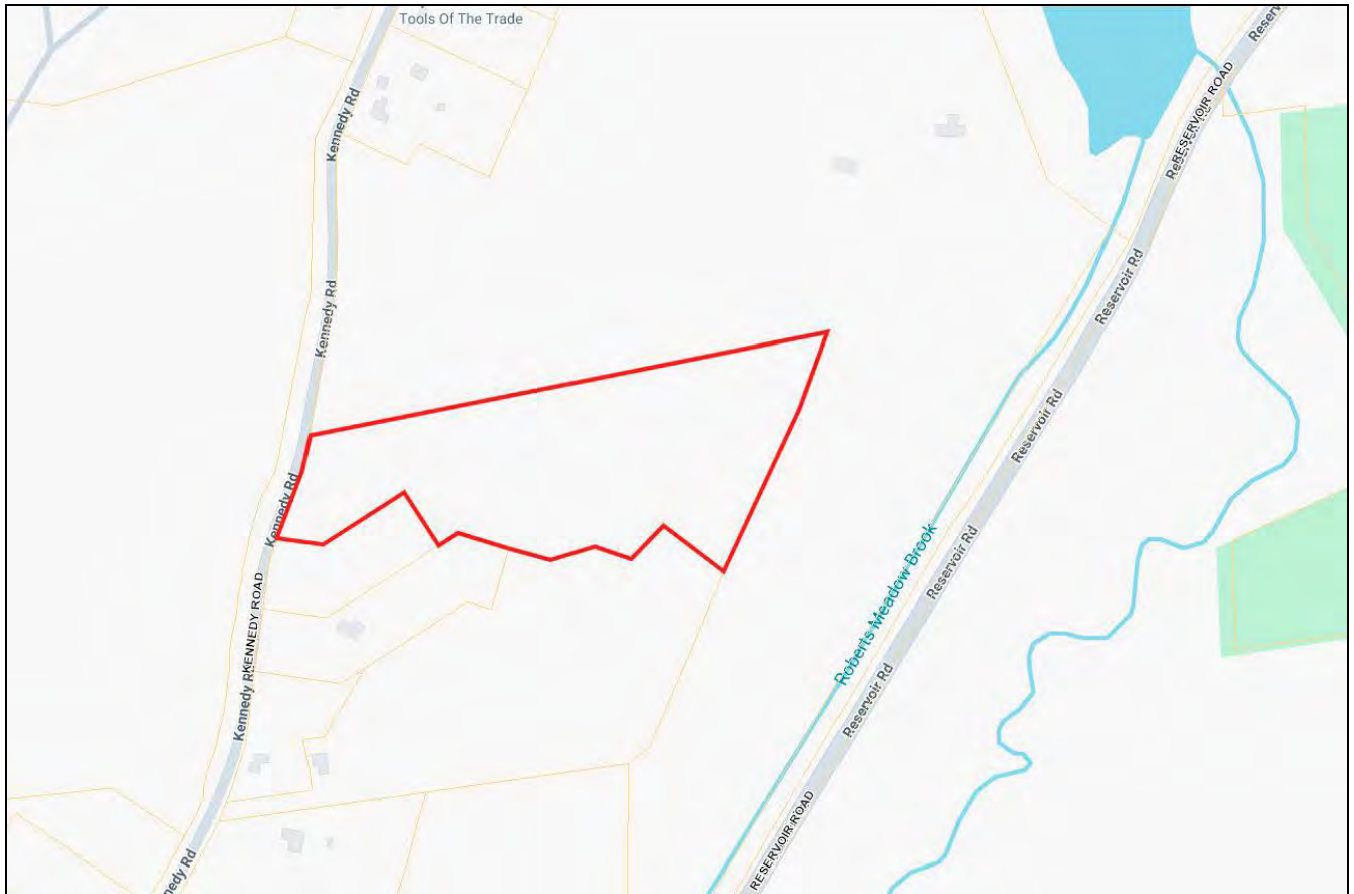
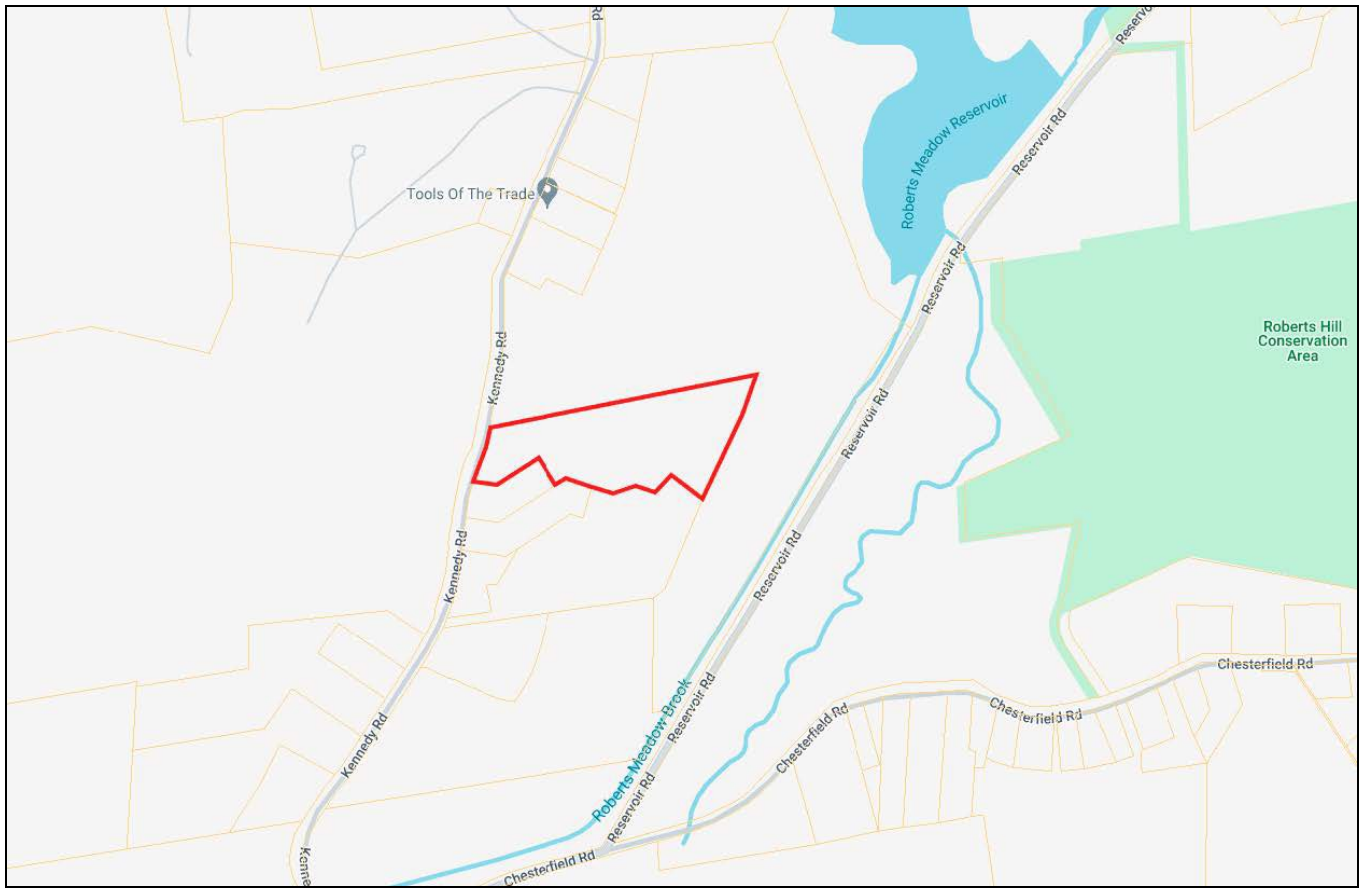
O KENNEDY RD. (LOT 2), NORTHAMPTON, MA

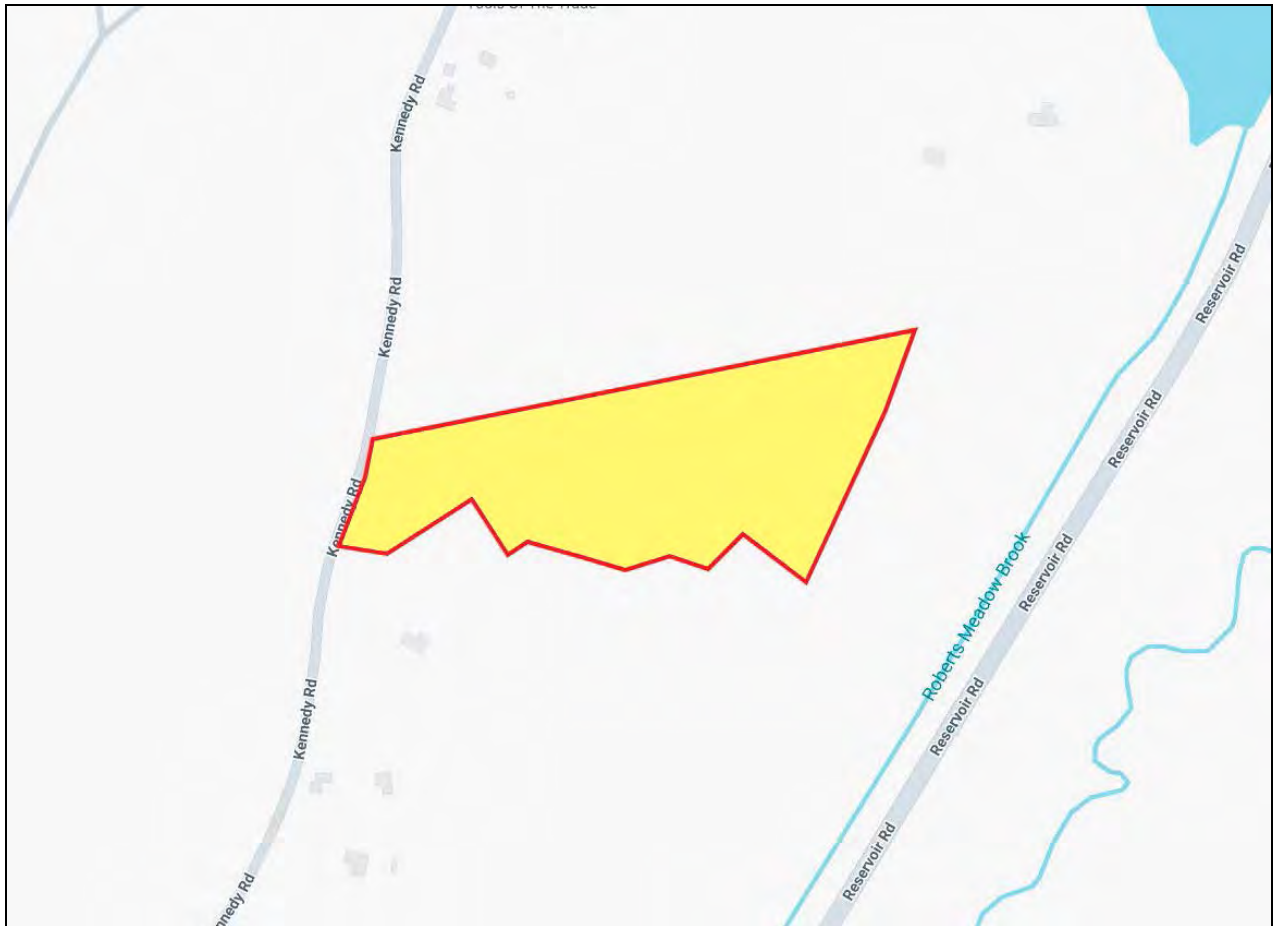
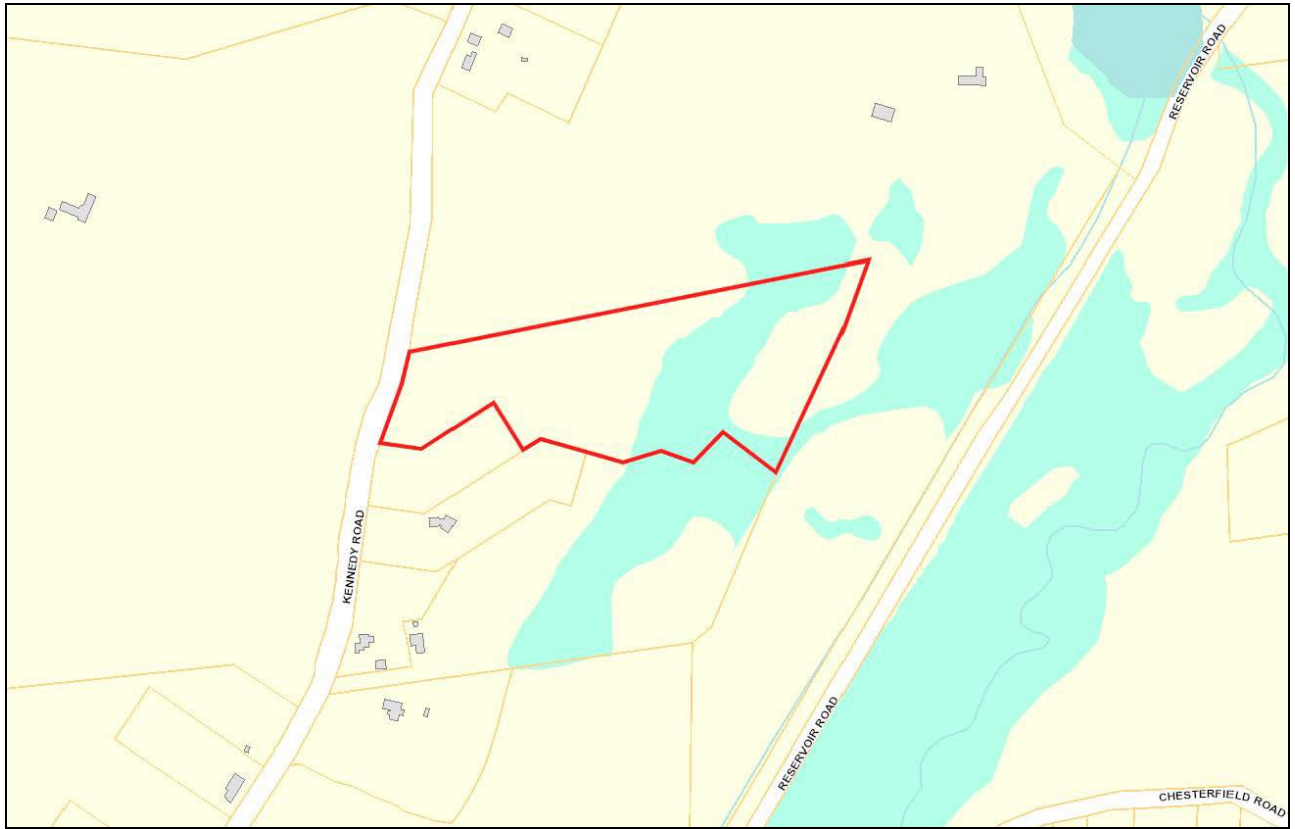
Boundaries Approximate on all Views



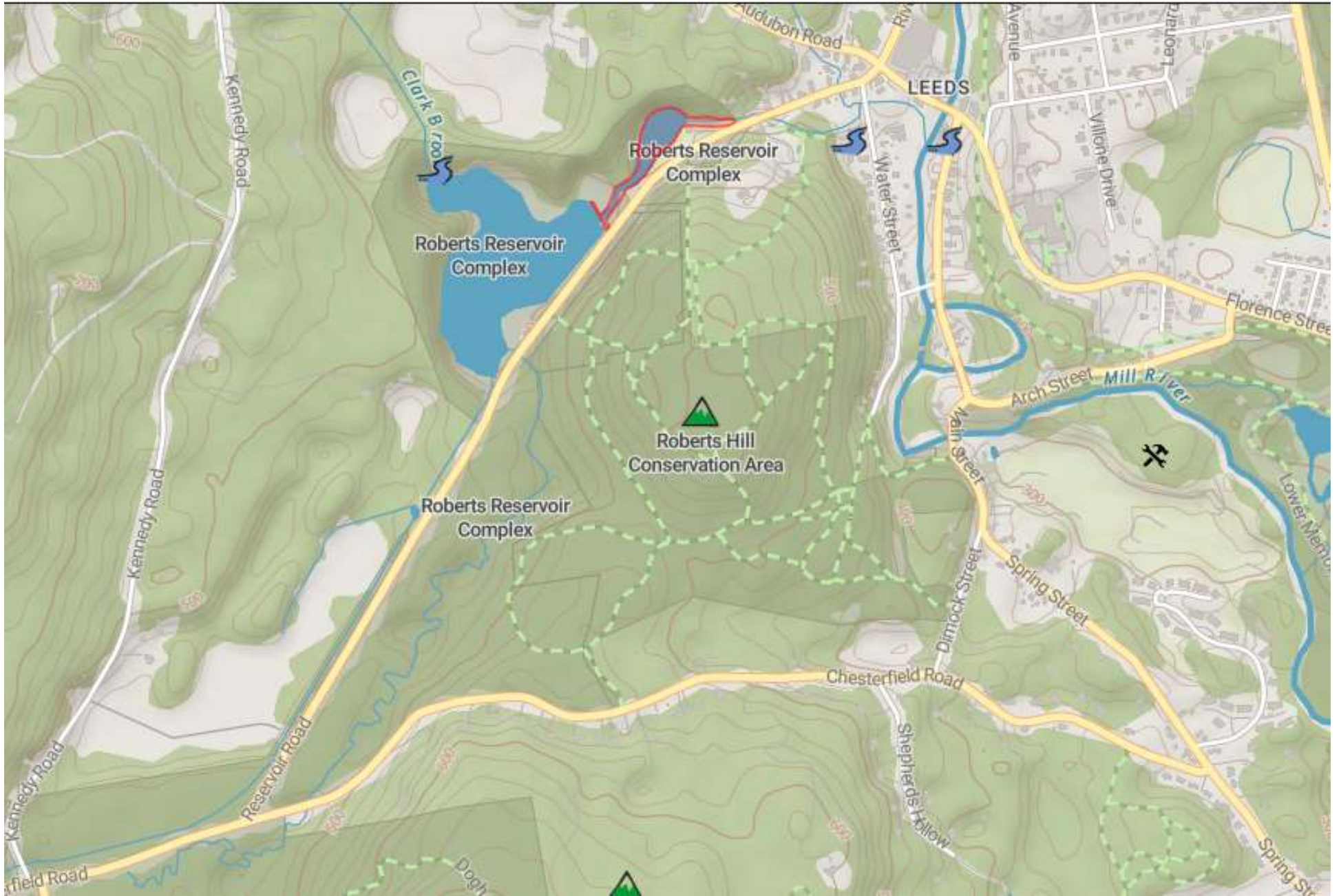






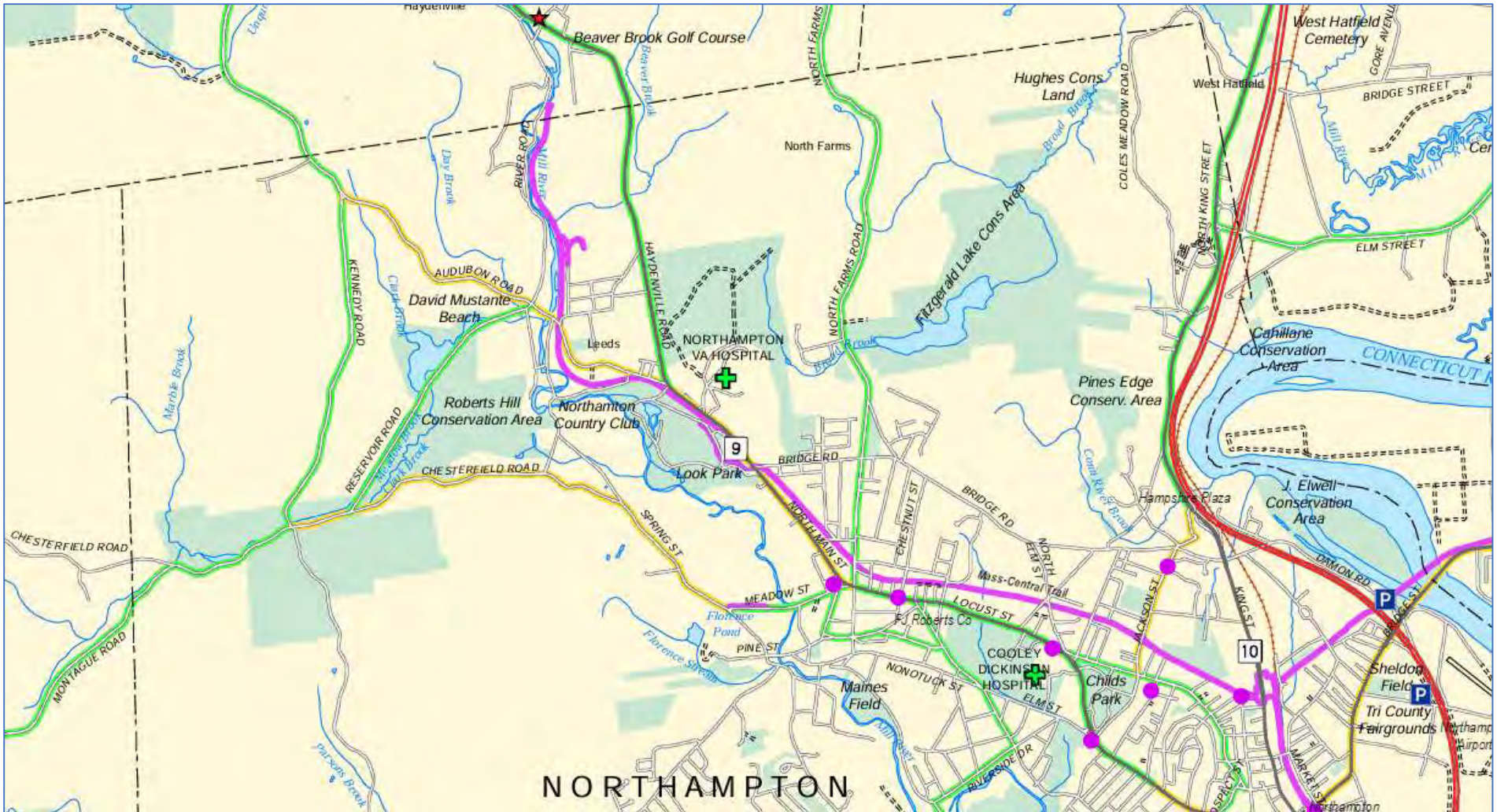


Nearby Roberts Hill Conservation Area



Nearby Roberts Hill Conservation Area





Pioneer Valley Bicycling Map

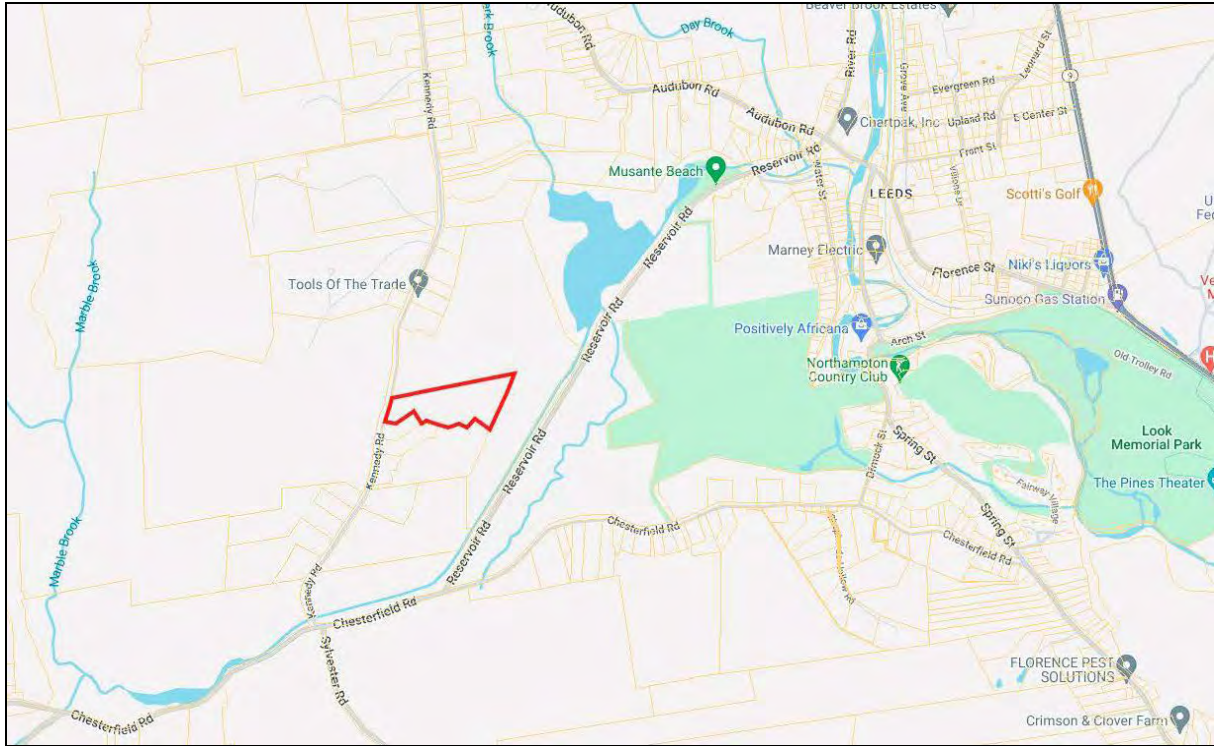
Route	ValleyBike Payment Kiosk
Alternate Route	ValleyBike Kiosk
Shared Use Path	City or Town Hall
Limited Access Highway (no bicycles)	College
State or US Highway	Parking
Secondary Road	Hospital
Unimproved Road	State Police
Protected Land	

Scale 1:63,360

0 1 2 3 Miles

Excerpt

MAP - 0 KENNEDY RD (LOT 2), NORTHAMPTON, MA





**THANK YOU FOR REVIEWING THE ENTIRE
PROPERTY INFORMATION PACKAGE. WE
LOOK FORWARD TO SEEING YOU AT THE
AUCTION. IF YOU HAVE ANY QUESTIONS
PLEASE DON'T HESITATE TO CONTACT US.**



**Justin Manning, CAI, AARE
President**

Phone: 800-521-0111

Fax: 508-362-1073

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