

PURCHASE AND SALE AGREEMENT
(16 Church Street, Lenox, Massachusetts 01240)

SELLER: BENNINGTON BEAR, INC. D/B/A THE VILLAGE INN

BUYER: _____

BUYER'S ADDRESS: _____

BUYER'S EMAIL: _____

PURCHASE PRICE:

(\$ _____)

PLUS 5% BUYER'S PREMIUM:

(\$ _____)

LESS DEPOSIT:

TWENTY-FIVE THOUSAND DOLLARS
(\$25,000.00)

BALANCE DUE AT CLOSING:

(\$ _____)

1. This Agreement dated this 9th day of June, 2017, is by and between BENNINGTON BEAR, INC. D/B/A THE VILLAGE INN, a Vermont corporation (the "SELLER") and the BUYER.
2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Aaron Posnik & Co., Inc., upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real (the "Real Property") and personal property (the "Personal Property") known as THE VILLAGE INN and located at 16 Church Street, Lenox Massachusetts 01240, as more particularly described in *Exhibit A* and *Exhibit B* (the Real Property and the Personal Property are together referred to as the "the Village Inn Real and Personal Property").

3. BUYER has this day purchased the Village Inn Real and Personal Property for the PURCHASE PRICE and has paid the deposit this day. **The BALANCE DUE shall be paid in cash or by certified or bank check with no intervening endorsements, on or before July 24, 2017, at 2:00PM (the "Closing Date") at MARTIN & OLIVEIRA, LLP.**
4. Extension of Closing Date, at the BUYER's election in writing on or before July 17, 2017, the BUYER may extend the Closing Date to August 24, 2017 upon the payment of a NON-REFUNDABLE closing date extension fee of \$5,000.00.
5. The Real Property shall be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or BUYER's nominee conveying a good and clear record, marketable and insurable title to the Real Property free from all liens and encumbrances, except (a) real estate taxes assessed or to be assessed on the Real Property not yet due and payable; (b) betterment assessments, if any, which are not a recorded lien on the Village Inn Real and Personal Property as of the date hereof; (c) federal, state and local laws, ordinances, by-laws and rules regulating the use of land and particularly environmental, building, zoning, and health laws, if any, as applicable as of the date of this Agreement, except that the Real Estate may be used as of right by the BUYER as presently zoned; and (d) easements and rights of way recorded in the Berkshire Middle District Registry of Deeds on or before the date of this Agreement.
6. Except for the encumbrances set forth in the Agreement to Issue Title Insurance attached as *Exhibit C*, SELLER has good and marketable title to the Real Estate. SELLER may, at the Closing, use all or part of the Purchase Price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of SELLER simultaneously with the deed or at such later time as shall be reasonably acceptable to BUYER, and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.
7. At Closing, the BUYER shall remit payment to MARTIN & OLIVEIRA, LLP for the issuance of an Owner's Title Insurance Policy in the amount of the Purchase Price and a Mortgagee's Title Insurance Policy in the amount of any mortgage or mortgages granted at the Closing, such premiums to be calculated at the customary rates charged by CATIC Title Insurance company (\$4.00 per thousand for Owner's Insurance plus a \$175.00 simultaneous issue fee for Mortgagee's insurance).
8. The Personal Property shall be transferred by a good and sufficient Bill of Sale running to the BUYER, or BUYER's nominee.

9. The Village Inn Real and Personal Property will be sold subject to and with the benefit of all restrictions, easements, and improvements.
10. Each party shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps. In addition, BUYER shall be responsible for all costs relative to title examination, document preparation, and closing.
11. The acceptance of the Quitclaim Deed and Bill of Sale by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
12. SELLER has no contracts for services or supplies regarding the operation of the Village Inn Real and Personal Property that shall survive the Closing Date, or which cannot be terminated by Seller within 30 days of the Closing Date.
13. The SELLER and BUYER reciprocally represent and warrant, each to the other, that neither has employed the services of a real estate broker in connection with the sale of the Real Property, and other no broker is entitled to any commission in connection with the transactions contemplated by this agreement.
14. The BUYER acknowledges that the BUYER shall be obligated to pay the Auctioneer, AARON POSNIK & CO., INC. at closing a Buyer's Premium in the amount of FIVE PERCENT (5%) of the Purchase Price.
15. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as liquidated damages.
16. If the SELLER shall fail to fulfill SELLER'S agreements herein, all deposits made hereunder and any closing date extension fee paid shall be refunded to the BUYER and all obligations of all the parties hereto shall cease and shall be null and void. It is the specific intention of the parties that such refund of the BUYER'S deposit shall be the BUYER'S sole remedy at law or in equity for any default by the SELLER under this Agreement.
17. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, express or implied, not set forth in this Agreement. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Village Inn Real and Personal Property with any and all building, zoning, environmental or other laws or ordinances (federal, state or local) which may affect the BUYER'S use and/or enjoyment of the Village Inn Real and Personal Property.

18. All improvements on the Real Property and all Personal Property are sold "AS IS, WHERE IS" and there are no warranties expressed or implied. The SELLER specifically makes no warranties or representations of any kind regarding: (a) the condition of the Personal Property; (b) whether the water supply is adequate and/or potable; (c) whether any asbestos is located on the Village Inn Real and Personal Property; (d) whether radon gas is present on the Village Inn Real and Personal Property; (e) whether there are any underground storage tanks and/or whether such storage tanks have been used for fuel oil or whether such tanks have leaked; (f) whether any mold, mildew, spores and/or other microscopic organisms or allergens are present on the Village Inn Real and Personal Property; and (g) any matter regarding the physical condition of the Village Inn Real and Personal Property, including without limitation its structural integrity, water leaks, water damage or fitness for habitation.
19. Prior to the Closing, the risk of loss shall be on the BUYER and the BUYER shall maintain fire and extended coverage insurance on the Village Inn Real and Personal Property.
20. The SELLER shall not be required to take any action or to comply with any law or municipal ordinances, orders or requirements noted in or issued by any departments of building, fire labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Village Inn Real and Personal Property on the date hereof.
21. The BUYER shall be responsible for obtaining at the BUYER's sole cost and expenses the required smoke detector certificate from the appropriate local governmental authority having jurisdiction, including with limitation, the installation of any required smoke detectors.
22. Adjustment shall be made for real estate taxes or other assessments, or other municipal charges, as the successful bidder shall take the Village Inn Real and Personal Property free from all taxes, municipal charges, municipal assessments and municipal liens due up to the date of delivery and recording of the Quitclaim Deed. Provided that the BUYER will honor reservations, the SELLER will turn over room reservation deposits at Closing.
23. The BUYER acknowledges that the BUYER has been informed of the existence and the provisions of the so-called Massachusetts Lead Paint Statute, Massachusetts Chapter 111, Section 197 et seq., with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The BUYER acknowledges that the SELLER has made no representation or warranty with respect to the presence or absence of lead paint in the Village Inn Real and Personal Property and the BUYER agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the BUYER.

24. The Village Inn Real and Personal Property shall be conveyed subject to the rights of any occupants, including without limitation, the provisions of Massachusetts General Laws Chapter 186A, Section 1 et seq.
25. This Agreement is **not contingent** on SELLER completion of the transfer to BUYER of the SELLER's liquor license prior to the Closing Date. In the event the transfer had not been approved prior to the Closing Date, the SELLER shall cooperate with the BUYER after the Closing Date to complete such transfer, but there shall be no reduction in the Purchase Price or post-closing escrow required regarding the liquor license transfer. Liquor inventory shall not be included in the sale, but will be transferred at cost upon approval of the liquor license transfer.
26. All deposits with SELLER hereunder shall be held in escrow in a non-interest bearing account by MARTIN & OLIVEIRA, LLP, acknowledge that Escrow Agent is SELLER'S counsel with respect to the transaction contemplated hereunder and may continue to represent SELLER, including without limitation in the event of any dispute arising in connection with this Agreement.
27. The parties acknowledge that the Escrow Agent is acting for the convenience of the parties with respect to the Deposit without receiving any compensation for that function. So long as the Escrow Agent serves in good faith, the parties agree to indemnify and hold harmless the Escrow Agent for damages, losses or expenses arising out of this Agreement or any action or failure to act, including reasonable attorney's fees related thereto.
28. In the event of any dispute concerning this Agreement or the disposition of any deposits held hereunder, the Escrow Agent may turn over said deposits in any court of competent jurisdiction and thereby be relieved from any further liability respecting such deposit(s).
29. In the event of any dispute concerning the purchase and sale, this Purchase and Sale Agreement, or the disposition of the deposit held hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and expenses incurred in connection with such dispute.
30. The parties agree that this Agreement contains all the terms of this transaction. Any prior oral or written representation made by the SELLER shall be null and void.
31. The BUYER hereby waives the right to trial by jury with respect to any dispute arising in connection with this Agreement or any matter related thereto.
32. It is hereby agreed that time is of the essence of this Agreement.

33. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

1.1. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by the SELLER and BUYER. Facsimile signatures hereon shall for all purposes be considered original signatures.

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL**

EXECUTED on the date first above written.

SELLER:

BENNINGTON BEAR, INC.
D/B/A THE VILLAGE INN

Witness

By: _____

Its: President

BUYER:

Witness

AUCTIONEER:

AARON POSNIK & CO., INC.

Witness

By: _____

Its:

ESCROW AGENT:

MARTIN & OLIVEIRA, LLP

Witness

By: _____
William E. Martin
A Partner

Time Executed: _____

EXHIBIT A

LEGAL DESCRIPTION FOR VILLAGE INN

16 CHURCH STREET, LENOX, MA

PARCEL I: consisting of two tracts:

TRACT I:

A certain parcel of real estate situate in said Lenox on the easterly side of Church Street and bounded as follows:

Northerly by the house lot, now or formerly, of Isabella Spencer;
Easterly by land, now or formerly, of the Lenox Club and formerly of George O. Peck;
Southerly by land, now or formerly, of the heirs of David W. Bishop; and
Westerly by Church Street, and is more particularly described as follows:

Beginning in the easterly line of Church Street and the northwesterly corner of land, now or formerly, of the heirs of David W. Bishop;

thence north $19^{\circ} 10'$ east 108 feet along the easterly line of said street to the land, now or formerly, of Isabella Spencer;

thence south $70^{\circ} 50'$ east 199.6 feet in the south line of the last mentioned land to the land, now or formerly, of the Lenox Club;

thence south $20^{\circ} 23'$ west 108.3 feet in the west line of said last mentioned land to the land, now or formerly, of the heirs of David W. Bishop;

thence north $70^{\circ} 50'$ west in the north line of said last mentioned land to said Church Street and the place of beginning.

Containing 78.9024 rods of land, more or less.

The compass courses in the above description are from the true meridian.

TRACT II:

PARCEL I: Beginning at an iron pin at the southeasterly corner of land of one Ford and running thence N. $86^{\circ} 18'$ W. along land of said Ford fifty-one and $4/10$ (51.4) feet to land now or formerly of one Farnham;

thence S. $20^{\circ} 23'$ W. along land of said Farnham fifty-two and $48/100$ (52.48) feet to an iron pin at land now or formerly of one O'Brien;

thence S. $60^{\circ} 1-1/2'$ E. sixty-eight and $21/100$ (68.21) feet along land of said O'Brien to an iron pin;

thence N. $7^{\circ} 28'$ E. Eighty and $62/100$ (80.62) feet along land of Harold R. Felton, et ux. to the place of beginning.

PARCEL II: _____

Beginning at a point marked by an iron fence corner, said point being the southwest corner of the parcel herein described;

thence running along line of fence and along line of land, now or formerly of one Krogman N. 20° 23' E. a distance of 55.52 feet to a point marked by an iron pipe driven in the ground;

thence turning and running along line of land, now or formerly of one Richards, S. 60° 01.5' E. a distance of 34.87 feet to a point marked by an iron pipe driven in the ground;

thence turning and running along line of land of one Harold Felton, et ux. parallel to and 5.0 feet distant from the westerly side of a barn, S. 29° 51.5' W. a distance of 53.21 feet to a point marked by an iron pipe driven in the ground; said point being 2.53 feet westerly of an iron fence corner;

thence turning and running along line of land of said Felton N. 63° 17' W. a distance of 26.47 feet to the place of beginning.

PARCELS I AND II being the same premises conveyed to Bennington Bear, Inc. by deed of Ray E. Wilson, an individual, and H. Clifford Rudisill, as Trustee of the Rudisill Maintenance Trust No. 2, u/d/t dated April 12, 1997, and recorded in the said Registry of Deeds in Book 2977, Page 162&c.

EXHIBIT B

PERSONAL PROPERTY LIST FOR THE VILLAGE INN

16 CHURCH STREET, LENOX, MA

KITCHEN EQUIPMENT: Nor-Lake Walk-In Cooler • S.S. Sinks •

- Blodgett Combi Oven, Gas • Vulcan 8B Stove w/ Lower Oven •
- Toastmaster Griddle • 5 – Compartment Steam Table •
- Butcher Block Prep Tables • Panasonic Microwave •
- (2) True S.S. Upright Refrigerators • Hobart Dough Mixer •
- Hobart Flow-Thru S.S Dishwasher • (2) Ass't Upright Freezers •
- 10' Overhead Exhaust Hood • Nor-Lake S.S 2D Upright Refrigerator •
- Bunn Coffee Maker • Toastmaster S.S Bread Warmer •
- Star Conveyor Type Toaster • LaCimbali Espresso Machine •
- Large Quantity of Dishwares, Utensils, Pots, Pans, S.S Containers
- Glassware, Cups, Etc. Etc. •

EQUIPMENT: ADC Front Loader Elec. Dryer • Kenmore & Amana Washers

- Perlick 6' 3D Beer Cooler • (2) S.S Sinks • S.S Ice Bins •
- Panasonic 50' Flat Screen T.V. • Built-In Walk-In Cooler •
- G.E. Under counter Refrigerator • Emerson Microwave •
- Mackie 12-Channel Mixer/ AMP. W/ Speakers & Strobe Lights •
- Large Quantity of Glasses, Bar Utensils, Etc. Etc. •

FURNISHINGS: Ass't Wood Tables • Side Chairs • Flat Screen T.V's • Wood Hutches

- Uph. Winged Back Chairs • Bookcases • Uph. Sofas • Grandfather & Mantle Clocks •
- Mirrors • Floor & Table Lamps • Cabinets •

GUEST ROOMS: King, Queen & Full Beds, Some w/ Canopies • Dressers •

- Ass't Tables • Armoires • Table & Floor Lamps • Uph. Chairs • Color T.V.'s •
- Some Rooms w/ Jacuzzi's & Fireplaces • Mirrors •
- Oriental Type Carpets & Throw Rugs • Large Quantity of Paintings, Wall Prints •
- Artifacts • Clocks • Comforters •
- Bed Sheets • Pillows, Etc. Etc. •

EXCLUDED ITEMS: • Piano, piano bench, electronics, CD's, books and sheet music which belong to the piano, rug under the piano; bookcase in main office and sofa in main office.

EXHIBIT C

ALTA COMMITMENT FORM

C A T I C[®]

SCHEDULE A

PC

Agent Name:

Martin & Oliveira, A Professional Limited Liability
Partnership

Agent No.:

006758

1. Effective Date 5/5/2017
2. Policy or Policies to be issued: (Most current ALTA form policy (standard coverage) will be issued unless otherwise specified below).

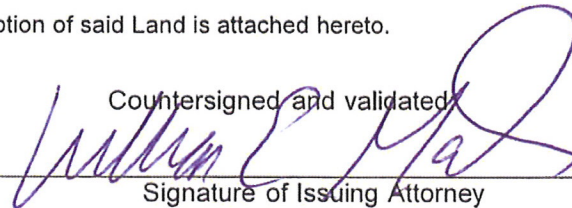
(a) Owner Policy	Other type of policy:	
Proposed Policy Amount:	\$0.00	
Proposed Insured:	HIGH BIDDER	
(b) Loan Policy	Other type of policy:	
Proposed Policy Amount	\$0.00	Loan No.
Proposed Insured	TBA	
3. The estate or interest in the land described or referred to in this Commitment is fee simple unless the box is checked below:

☐ Leasehold Estate
4. Title to the estate or interest in the land is at the Effective Date vested in:
Bennington Bear, Inc.
5. The land referred to in this Commitment is described as follows:
16 Church Street, Lenox, Massachusetts 01240

A copy of the Property Description of said Land is attached hereto.

Countersigned and validated

By



Signature of Issuing Attorney
William E. Martin, Esq.

Please Print or Type Name of Issuing Attorney

Commitment not valid unless Schedule B - Sections I and II attached

ALTA COMMITMENT FORM
C A T I C[®]
ALTATITLE INSURANCE COMMITMENT
AGREEMENT TO ISSUE POLICY
SCHEDULE B - SECTION I - REQUIREMENTS

PC

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

See attached Schedule B - Section I Continuation Sheet for additional Requirements

C A T I C[®]

Continuation Sheet

Policy No. PC

Schedule B Requirements are continued as follows:

Release UCC filing no. 201298115140 dated August 29, 2012, with the Secretary of State for the Commonwealth of Massachusetts.

Release UCC Financing Statement recorded with the said Registry of Deeds on August 5, 2011, in Book 4790, Page 103, in favor of US Small Business Administration c/o Granite State Economic Development Corporation. Continuation of UCC Financing Statement recorded with the Berkshire Middle District Registry of Deeds on August 1, 2016, in Book 5786, Page 37 in favor of Granite State Economic Development Corporation and US Small Business Administration.

PAYOFF and DISCHARGE mortgage to Merchants Bank dated July 7, 2011, and recorded July 15, 2011, in the said Registry of Deeds in Book 4779, Page 301, in the original principal amount of \$880,000.00.

DISCHARGE Assignment of Rents to Merchants Bank dated July 7, 2011, and recorded July 15, 2011, in the said Registry of Deeds in Book 4779, Page 315.

PAYOFF and DISCHARGE mortgage to Granite State Economic Development Corporation dated July 7, 2011, and recorded July 15, 2011, in the said Registry of Deeds in Book 4779, Page 339, in the original principal amount of \$587,000.00. Said Mortgage assigned to the US Small Business Administration by Assignment dated August 11, 2011, and recorded in said Registry of Deeds in Book 4793, Page 193.

DISCHARGE Conditional Assignment of Rents to Granite State Economic Development Corporation dated July 7, 2011, and recorded July 15, 2011, in the said Registry of Deeds in Book 4779, Page 346. Said Conditional Assignment of Rents was assigned to the US Small Business Administration by Assignment dated August 11, 2011, and recorded in said Registry of Deeds in Book 4793, Page 193.

Subject to completion of the title search with matters reviewed satisfactory to the Company.

ALTA COMMITMENT FORM

C A T I C[®]

SCHEDULE B - SECTION II - EXCEPTIONS FROM COVERAGE

PC

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company.

1. Rights or claims of persons in possession, other than the insured, which are not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortages in area, easements not shown by the Public Records. When the policy issued is on a form having a revision date of 6-17-06, this exception also refers to all those matters described in Covered Risk 2(c).
3. Unrecorded mechanics' liens.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the commitment and until the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this commitment.

Special Exceptions:

1. Real estate taxes, municipal assessments and private association assessments, if any including liens and assessments, not yet due and payable.
2. If the insured premises is a condominium unit: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the Commonwealth of Massachusetts or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

There are no additional Exceptions from Coverage

ALTA COMMITMENT FORM

C A T I C[®]

ALTA COMMITMENT FOR TITLE INSURANCE (6-17-06)

PC

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the Proposed Insured has or acquired knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations..
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. When the policy issued is on a form having a revision date of 6-17-06 or later, 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org>.

C A T I C[®]

Property Description

Policy No.:

PARCEL I consisting of two tracts:

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Easterly by land, now or formerly, of the Lenox Club and formerly of George O. Peck;
Southerly by land, now or formerly, of the heirs of David W. Bishop; and
Westerly by Church Street, and is more particularly described as follows:

Beginning in the easterly line of Church Street and the northwesterly corner of land, now or formerly, of the heirs of David W. Bishop;

thence north $19^{\circ} 10'$ east 108 feet along the easterly line of said street to the land, now or formerly, of Isabella Spencer;

thence south $70^{\circ} 50'$ east 199.6 feet in the south line of the last mentioned land to the land, now or formerly, of the Lenox Club;

thence south $20^{\circ} 23'$ west 108.3 feet in the west line of said last mentioned land to the land, now or formerly, of the heirs of David W. Bishop;

thence north $70^{\circ} 50'$ west in the north line of said last mentioned land to said Church Street and the place of beginning.

Containing 78.9024 rods of land, more or less.

The compass courses in the above description are from the true meridian.

TRACT II:

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thence S. $20^{\circ} 23''$ W. along land of said Farnham fifty-two and $\frac{48}{100}$ (52.48) feet to an iron pin at land now or formerly of one O'Brien;

thence S. $60^{\circ} 1-\frac{1}{2}'$ E. sixty-eight and $\frac{21}{100}$ (68.21) feet along land of said O'Brien to an iron pin;

C A T I C[®]

Property Description

Policy No.:

thence N. 7° 28' E. Eighty and 62/100 (80.62) feet along land of Harold R. Felton, et ux.
to the place of beginning.

PARCEL II:

Beginning at a point marked by an iron fence corner, said point being the southwest corner of the parcel
herein described;

thence running along line of fence and along line of land, now or formerly of one
Krogman N. 20° 23' E. a distance of 55.52 feet to a point marked by an iron pipe driven in the
ground;

thence turning and running along line of land, now or formerly of one Richards, S. 60°
01.5' E. a distance of 34.87 feet to a point marked by an iron pipe driven in the ground;

thence turning and running along line of land of one Harold Felton, et ux. parallel to and
5.0 feet distant from the westerly side of a barn, S. 29° 51.5' W. a distance of 53.21 feet to a point marked by
an iron pipe driven in the ground; said point being 2.53 feet westerly of an iron fence corner;

thence turning and running along line of land of said Felton N. 63° 17' W. a distance of
26.47 feet to the place of beginning.