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## **BIDDER'S INFORMATIONAL PACKAGE**

### **544 BARNUM STREET SHEFFIELD, 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 Mortgage given by **Ronald A. Usenza** (the "Mortgagor") to **Tuthill Finance**, which mortgage is dated **July 18, 2007** and recorded with the **Berkshire County (Southern District) Registry of Deeds** in Book **1785**, Page **38** (the "Mortgage"), of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction beginning at **11:00 AM on the 10<sup>th</sup> day of July, 2012**, at the mortgaged premises located at **544 Barnum Street, Sheffield, Berkshire County, Massachusetts**, all and singular the premises and property described in said Mortgage (hereinafter, the "Mortgaged Property"), which Mortgaged Property consists of that certain parcel of land together with the improvements situated thereon and the appurtenant rights associated therewith, which land is more particularly described in the Mortgage as follows, to wit:

### PARCEL A:

A certain parcel of land situated in the westerly side of Barnum Street in said Sheffield, bounded and described as follows:

Beginning at an iron pipe in the westerly line of Barnum Street at the northeast corner of the said tract; thence north 74 degrees west 550 feet along a fence to an iron pipe at a fence corner; thence north 78 degrees 10 minutes west 160 feet to an iron pipe at the northwest corner of the said tract; thence the following four courses and distance along land formerly of Macchi: South 28 degrees west 583 feet to an iron pipe; thence south 34 degrees 30 minutes east 97.5 feet to an iron pipe; thence south 61 degrees 35 minutes east 138.5 feet to an iron pipe; thence south 77 degrees 10 minutes east 324 feet to an iron pipe in the westerly line of Barnum Street; thence northerly along Barnum Street 724.5 feet to the place of beginning. Containing 9.40 acres.

### PARCEL B:

A certain parcel of land situated on the west side of Barnum Street, so-called, in said town of Sheffield, bounded as follows:

Beginning at a stake and stones at the southwest corner of said parcel; thence south 66 degrees east, 6 chains to a heap of stones on the west line of said road and at the corner of land formerly of Norman Spurr; thence in a line of said road, north 45 degrees east, 3 chains 46 links to a pine tree; thence north 61 degrees east, 3 chains 10 links to an oak tree; thence north 24 ½ degrees east, 7 chains 13 links to a walnut tree; thence north 14 ½ degrees east, 4 chains 28 links; thence north 11 degrees east 15 chains; thence north 14 degrees, east 3 chains 84 links; thence north 8 1.2 degrees east, 2 chains 50 links; thence north 16 degrees east, 1 chain 87 links; thence north 10 degrees east, 4 chains 60 links to a maple stump and the stones, the corner of land formerly of John M. Bartholomew; thence in a line of land formerly of said Bartholomew, south 77 ¾ degrees west, 18 chains 50 links to land formerly of one Cook; thence south 34 ½ degrees east 8 chains 50 links to an elm tree; thence south 43 1.2 degrees west, 8 chains 75 links to a heap of stones; the corner of land formerly of Rice Leonard; thence south 27 ½ degrees west, 11 chains;

thence south 86 ½ degrees east, 5 chains to a heap of stones; thence south 7 degrees west, 12 chains 50 links to the first mentioned bound; Containing 55 acres of land more or less.

Excepting that portion of Parcel B containing 11.37 acres of land as shown on a "Plan of Land To be Conveyed To The Town of Sheffield in Sheffield, Massachusetts. 1" = 5' July, 1969 Kelly and Granger Engineers" filed in Southern Berkshire Registry of Deeds in Map File #61, said excluded portion of Parcel B, having been conveyed by the grantor to the Inhabitants of the Town of Sheffield by Deed, dated January 9, 1970, and recorded in the Southern Berkshire Registry of Deeds in Book 369, Page 284, bounded and described as follows: Beginning at an iron pipe in the assumed westerly sideline of Barnum Street, said pipe being about 25 feet southerly of a driveway to the premises herein described, and also being about 3170 feet southerly of the intersection of said westerly line of Barnum Street with the southerly line of the Salisbury Road, so-called; thence along land of the grantor, the following courses: South 88 degrees 15 minutes 00 seconds West 64.45 feet to an iron pipe; North 59 degrees 26 minutes 00 seconds West 69.43 feet to an iron pipe; North 44 degrees 36 minutes 00 seconds West 113.54 feet to an iron pipe; North 51 degrees 14 minutes 00 seconds West 186.97 feet to an iron pipe; North 59 degrees 37 minutes 40 seconds West 248.15 feet to an iron pipe; North 18 degrees 40 minutes 40 seconds East 77.45 feet to a point; South 71 degrees 19 minutes 20 seconds East 648.62 feet to an iron pipe in the said assumed westerly sideline of Barnum Street; thence in said sideline South 18 degrees 40 minutes 40 seconds West 833.43 feet to the point of beginning.

The premises herein conveyed containing 43.63 acres of land more or less.

#### PARCEL C:

Beginning at a stake and stones on the west side of the highway, at a corner of the Welden land; thence north 69 degrees west, twenty-six (26) rods to a stake and stones; thence north, fifty (50) rods to a staddle marked; thence west twenty-nine (29) rods to a tree marked; thence south 26 degrees west, twelve (12) rods; thence south, fourteen(14) rods; thence south 12 degrees east, twenty-two (22) rods and twenty-two (22) links; thence south 8 degrees west, thirty-six (36) rods; thence south 81 degrees east, thirty-four (34) rods to said highway; thence north 59 degrees east, six (6) rods; thence by said highway to the first mentioned bounds. Containing nineteen acres and one rod of land.

Being the same premises conveyed to the herein named mortgagor(s) by deed recorded with Berkshire Southern District Registry of Deeds in Book 507, Page 78.

The Mortgaged Property will be sold subject to and with the benefit of all rights, rights of way, restrictions, covenants, encroachments, improvements, easements, outstanding tax titles, mortgages, liens, leases, rights of tenants and parties in possession, unpaid taxes, tax liens, water and sewer liens and any other municipal liens and other public taxes, assessments, betterments, liens or claims in the nature of liens, encumbrances, and matters of occupancy rights, of record or otherwise, created prior to or entitled to precedence over the Mortgage, if any there be.

The Mortgaged Property shall be sold only in whole and not in part. Please be advised that the Mortgaged Property includes, and the Mortgagee shall hold a public sale of, all personal property rights, title and interest (the "Personal Property") in which the Mortgagee holds a security interest in connection with the Mortgaged Property. The sale of the Personal Property

shall be included with the sale of the Mortgaged Property, and there shall be one sale, for one total price, of the Mortgaged Property, including the Personal Property.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorney the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

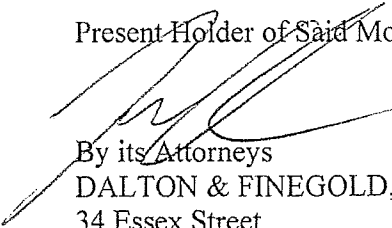
The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to postpone further at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

**TERMS OF SALE: TEN THOUSAND DOLLARS (\$10,000.00)** shall be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale as earnest money. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance is to be paid in cash or by certified or bank cashier's check at the office of Dalton & Finegold, LLP, 34 Essex Street, Andover, Massachusetts 01810 within thirty (30) days after the date of sale and upon receipt of such funds, the deed for the Mortgaged Property shall be delivered. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the foregoing terms at the Auction sale. Buyer shall also pay directly to the auctioneer, Aaron Posnik & Co., Inc., a buyer's premium equal to five percent (5%) of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. No representations, express or implied, are made with respect to any matter concerning the premises which will be sold "as is".

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE TIME AND PLACE OF SALE.

TUTHILL FINANCE

Present Holder of Said Mortgage



By its Attorneys  
DALTON & FINEGOLD, LLP  
34 Essex Street  
Andover, MA 01810  
(978) 470-8400

**MEMORANDUM OF SALE**

This Memorandum of Sale is made this \_\_\_\_\_ day of July, 2012, by and among **TUTHILL FINANCE**, a Connecticut limited partnership, whose principal address is 60 Katona Drive, Fairfield, CT 06824 ("Seller"); Aaron Posnik & Co., Inc. ("Auctioneer") and the party identified below as Buyer.

DATE OF FORECLOSURE: July \_\_\_\_, 2012 ("Foreclosure Date")

PROPERTY ADDRESS: 544 Barnum Street, Sheffield, MA 01257  
(See Exhibit B attached for legal description)

ORIGINAL MORTGAGOR: Ronald A. Usenza ("Original Mortgagor")

ORIGINAL MORTGAGE: Mortgage dated July 18, 2007 and recorded in the Berkshire South Registry of Deeds at Book 1785, Page 38 ("Mortgage")

BID PRICE: \_\_\_\_\_  
(\$ \_\_\_\_\_) ("Bid Price")

BUYER: \_\_\_\_\_  
or its nominee ("Buyer")

DEPOSIT: TEN THOUSAND DOLLARS (\$10,000.00) (the "Initial Deposit") has been paid as of the Foreclosure Date in accordance with the terms of the auction sale, with additional deposit to be paid by the Buyer within five (5) business days from the Foreclosure Date, which additional deposit will, in the aggregate with the Initial Deposit, equal ten percent (10%) of the Bid Price.

The Buyer, as the successful bidder at the above-referenced foreclosure, hereby acknowledges and agrees to be bound by the Terms and Conditions of Sale attached hereto as Exhibit A, which are made a part hereof and incorporated herein by reference.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

TUTHILL FINANCE  
By Wainco, Inc., its General Partner  
Hereunto duly authorized by:

\_\_\_\_\_  
Jeffrey S. Wain, President

AARON POSNIK & CO., Inc.

By: \_\_\_\_\_  
Name:  
Title:

[BUYER]

\_\_\_\_\_  
Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security/Taxpayer Identification  
Number: \_\_\_\_\_

## EXHIBIT A

### TERMS AND CONDITIONS OF SALE

Terms not defined herein shall have the meanings defined in the Memorandum of Sale.

#### **1. MORTGAGEE'S SALE AT PUBLIC AUCTION**

Pursuant to a public auction duly advertised for July 10, 2012 at 11:00 a.m., on June 11, 2012, June 18, 2012, and June 25, 2012, in exercise of the Power of Sale contained in a Mortgage from the Original Mortgagor to Seller dated July 18, 2007 and recorded with the Berkshire South Registry of Deeds in Book 1785, Page 38, the Buyer as the highest bidder agrees to purchase the real property described below ("Property") in accordance with the terms hereof.

#### **2. DESCRIPTION OF THE PROPERTY**

The Property shall mean the property described in the Notice of Mortgagee's Sale of Real Estate, a copy of which is attached to the Memorandum of Sale as Exhibit B.

#### **3. TRANSFER OF THE PROPERTY**

The Property shall be conveyed by a mortgagee's foreclosure deed in substantially the form of the usual foreclosure deed contained in Massachusetts General Laws, c. 183, Appendix, Form 11, under the statutory power of sale, subject to any outstanding tenancies and/or leases, rights of parties in possession, tax title, prior liens and encumbrances having seniority over the mortgage being foreclosed, municipal taxes and assessments, outstanding water or sewer bills or liens, the provisions of applicable state and local laws, including building codes, zoning ordinances and Massachusetts General Laws, c. 21E.

#### **4. PRICE AND DEPOSIT**

The Bid Price for which the Property has been sold to the Buyer, plus a five percent (5%) buyer's premium, shall be set forth as the total consideration for the Property in the foreclosure deed, of which the Initial Deposit has been paid this day in accordance with the terms of Memorandum of Sale. An additional deposit necessary to bring the total deposit to ten percent (10%) of the Bid Price shall be paid within five (5) business days of the sale. The balance of the bid price is to be paid by certified check, bank check, or wire transfer at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

#### **5. CLOSING**

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Dalton & Finegold, LLP, 34 Essex Street, Andover, MA 01810 on or before ten o'clock (10:00 a.m.) on the forty-fifth day following the date hereof, or at such other time and place as may be mutually agreed upon by the Seller and the Buyer ("Closing").

## **6. TITLE**

In the event the Seller cannot convey title to the Property as stipulated, all deposits shall be refunded to Buyer and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

## **7. RISK OF LOSS**

The Seller shall be under no obligation to maintain casualty insurance covering the Property. Buyer shall be responsible for maintaining casualty insurance covering the Property from and after the date hereof in a reasonable amount as determined in the sole discretion of the Buyer. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept an assignment of rights of so much of any insurance proceeds as may be payable to the Seller under any policy of insurance as has not been used in the restoration of the Property prior to the Closing and pay the full balance of the Bid Price.

## **8. ACCEPTANCE OF DEED**

The acceptance of a deed to the Property by the Buyer or Buyer's 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 or arising out of said public auction on the part of the Seller to be performed or observed.

## **9. CONDITION OF THE PROPERTY**

THE PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION, SUBJECT TO KNOWN AND UNKNOWN DEFECTS, IF ANY, AND SUBJECT TO THE PRESENT MANNER OF USE AND OCCUPANCY OF THE PROPERTY. THE SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PROPERTY, OR TO ITS USE AND OCCUPANCY. THE BUYER ACKNOWLEDGES THAT BUYER HAS NOT BEEN INFLUENCED TO ENTER THIS TRANSACTION BY, NOR HAS IT RELIED UPON, ANY REPRESENTATIONS OR WARRANTIES OF THE SELLER OR THE AUCTIONEER, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES CONCERNING COMPLIANCE WITH ANY HEALTH, BUILDING, ZONING, ENVIRONMENTAL OR OTHER LAW OR ORDINANCE OR REGULATION (FEDERAL, STATE OR LOCAL) WHICH MAY AFFECT THE TRANSFER OF THE PROPERTY OR THE BUYER'S USE AND/OR ENJOYMENT OF THE PROPERTY, EACH OF WHICH REPRESENTATIONS AND WARRANTIES IS EXPRESSLY DISCLAIMED.

The Buyer acknowledges that it has had the opportunity to investigate the condition of the Property and to examine such public records pertaining to the Property as it has deemed necessary. The Buyer acknowledges that the cost of any inspections of the Property necessary for compliance with Title 5 of the Massachusetts Environmental Code shall be the Buyer's sole responsibility. If the Property is serviced by such a system, the Buyer agrees to comply with the provisions of 310 CMR 15.301 requiring inspection of the system within six months after the date of this



Memorandum of Sale. The Buyer agrees that such inspection will be made at the Buyer's sole expense.

The Buyer agrees that the cost of any inspections of the Property necessary for compliance with any state, federal or local law, ordinance or regulation will be the Buyer's sole responsibility, and that Seller shall have no liability or responsibility therefor whatsoever. The Buyer acknowledges that the Seller shall be under no obligation to comply with any statute or regulation, including, without limitation, Massachusetts General Laws c. 148, §§ 26F, 26G and 28 concerning installation of smoke detectors, carbon monoxide detectors or automatic fire suppression or sprinkler systems, which obligations the Buyer specifically assumes.

#### **10. BUYER'S DEFAULT; DAMAGES**

If the Buyer shall fail to fulfill the Buyer's agreements herein, the Deposit shall be retained by the Seller and the Seller shall be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction or at a subsequent public auction. The Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the Deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith and herewith. The Buyer hereby guarantees payment of the amount bid and entered on this Memorandum of Sale and performance hereunder. If the Seller shall subsequently sell the Property for a price higher than the Bid Price, the Buyer shall have no claim to any excess of the resale price of the Property over the Bid Price. In addition, the Seller reserves all remedies at law and in equity against the Buyer for any default by the Buyer under this Memorandum of Sale.

#### **11. DEED STAMPS AND RECORDING FEES**

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the property.

#### **12. CONSTRUCTION OF AGREEMENT**

This instrument, executed in triplicate, 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 inured to the benefit of the parties hereto and their respective heirs, devisees, 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 memorandum or to be used in determining the intent of the parties to it.

#### **13. STATEMENT OF NON-RELATEDNESS [Strike out and initial if inapplicable.]**

Buyer states that he/she/it is not employed by Tuthill Finance or any affiliated entities, nor is the Buyer related in any way to the attorneys or agents retained by or on behalf of the Seller in relation to the property that is the subject of this transaction and confirms that Buyer is dealing at arm's length with the aforementioned parties.

## EXHIBIT B

### MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **Ronald A. Usenza** (the "Mortgagor") to **Tuthill Finance**, which mortgage is dated **July 18, 2007** and recorded with the **Berkshire County (Southern District) Registry of Deeds** in Book **1785**, Page **38** (the "Mortgage"), of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction beginning at **11:00 AM on the 10<sup>th</sup> day of July, 2012**, at the mortgaged premises located at **544 Barnum Street, Sheffield, Berkshire County, Massachusetts**, all and singular the premises and property described in said Mortgage (hereinafter, the "Mortgaged Property"), which Mortgaged Property consists of that certain parcel of land together with the improvements situated thereon and the appurtenant rights associated therewith, which land is more particularly described in the Mortgage as follows, to wit:

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Beginning at a stake and stones at the southwest corner of said parcel; thence south 66 degrees east, 6 chains to a heap of stones on the west line of said road and at the corner of land formerly of Norman Spurr; thence in a line of said road, north 45 degrees east, 3 chains 46 links to a pine tree; thence north 61 degrees east, 3 chains 10 links to an oak tree; thence north 24 ½ degrees east, 7 chains 13 links to a walnut tree; thence north 14 ½ degrees east, 4 chains 28 links; thence north 11 degrees east 15 chains; thence north 14 degrees, east 3 chains 84 links; thence north 8 1.2 degrees east, 2 chains 50 links; thence north 16 degrees east, 1 chain 87 links; thence north 10 degrees east, 4 chains 60 links to a maple stump and the stones, the corner of land formerly of John M. Bartholomew; thence in a line of land formerly of said Bartholomew, south 77 ¾ degrees west, 18 chains 50 links to land formerly of one Cook; thence south 34 ½ degrees east 8 chains 50 links to an elm tree; thence south 43 1.2 degrees west, 8 chains 75 links to a heap of stones; the corner of land formerly of Rice Leonard; thence south 27 ½ degrees west, 11 chains; thence south 86 ½ degrees east, 5 chains to a heap of stones; thence south 7 degrees west, 12 chains 50 links to the first mentioned bound; Containing 55 acres of land more or less.

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The premises herein conveyed containing 43.63 acres of land more or less.

PARCEL C:

Beginning at a stake and stones on the west side of the highway, at a corner of the Welden land; thence north 69 degrees west, twenty-six (26) rods to a stake and stones; thence north, fifty (50) rods to a staddle marked; thence west twenty-nine (29) rods to a tree marked; thence south 26 degrees west, twelve (12) rods; thence south, fourteen(14) rods; thence south 12 degrees east, twenty-two (22) rods and twenty-two (22) links; thence south 8 degrees west, thirty-six (36) rods; thence south 81 degrees east, thirty-four (34) rods to said highway; thence north 59 degrees east, six (6) rods; thence by said highway to the first mentioned bounds. Containing nineteen acres and one rod of land.

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OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE TIME AND PLACE OF SALE.

TUTHILL FINANCE

Present Holder of Said Mortgage

By its Attorneys  
DALTON & FINEGOLD, LLP  
34 Essex Street  
Andover, MA 01810  
(978) 470-8400



**MUNICIPAL LIEN CERTIFICATE**  
OFFICE OF THE COLLECTOR OF TAXES  
THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF SHEFFIELD

Requested By  
Dalton & Finegold, LLP  
34 Essex Street  
Andover, MA 01810

June 14, 2012

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 \*\*June 11, 2012\*\* are listed below

Description of Property

Assessed Owner: Ronald A. Usenza  
Location of Property: Barnum Street  
Parcel Identification: Assessors' Map 12 Block 2 Lot 13  
Land Area: 19.00 acres more or less  
Valuation January 1, 2011 \$378,000  
Book & Page: 507 & 78  
(Southern Berkshire Registry of Deeds)

Fiscal Year>>>>>>>>	FY12	FY11	FY10
<b>*Preliminary Tax: Quarterly Payments</b>			
Aug. 1, 2011 Payment	\$1,210.79	\$1,183.66	
Nov. 1, 2011 Payment	\$1,210.78	\$1,183.66	
<b>Actual Tax: Quarterly Payments</b>			
February 1, 2012 Payment	\$1,215.98	\$1,178.84	
May 1, 2012 Payment	\$1,215.97	\$1,178.84	
<b>OTHER LIENS:</b>			
<b>TOTAL BILLED:</b>	\$4,853.52	\$4,725.00	
Payments:	(\$3,856.62)	(\$4,725.00)	
Abatements / Exemptions:			
Charges / Fees	\$5.00		
Interest to: June 14, 2012	\$16.82		
plus .038 per diem if paid after above date			
<b>BALANCE DUE &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>	\$1,018.72	\$0.00	\$0.00

\*Preliminary Taxes generally represent no more than 50% of prior year's tax.

No Municipal Utility Companies  
If Checked This Property is in TAX TITLE. ....  
    Contact Treasurer for amount.

All of the amounts listed above are to be paid to the Collector.  
I have no knowledge of any other outstanding amount that constitutes a lien.

*Michael Ovitt*  
.....  
Collector of Taxes  
Michael Ovitt

**MUNICIPAL LIEN CERTIFICATE**  
OFFICE OF THE COLLECTOR OF TAXES  
THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF SHEFFIELD

Requested By  
Dalton & Finegold, LLP  
34 Essex Street  
Andover, MA 01810

June 14, 2012

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 \*\*June 11, 2012\*\* are listed below.

Description of Property

Assessed Owner: Ronald A. Usenza  
Location of Property: Barnum Street  
Parcel Identification: Assessors' Map 12 Block 2 Lot 11  
Land Area: 9.40 acres more or less  
Valuation January 1, 2011 \$144,100  
Book & Page: 507 & 78  
(Southern Berkshire Registry of Deeds)

Fiscal Year>>>>>>>	FY12	FY11	FY10
<b>*Preliminary Tax: Quarterly Payments</b>			
Aug. 1, 2011 Payment	\$461.57	\$451.23	
Nov. 1, 2011 Payment	\$461.57	\$451.23	
<b>Actual Tax: Quarterly Payments</b>			
February 1, 2012 Payment	\$463.55	\$449.40	
May 1, 2012 Payment	\$463.55	\$449.39	
<b>OTHER LIENS:</b>			
<b>TOTAL BILLED:</b>	\$1,850.24	\$1,801.25	
Payments:	(\$1,850.24)	(\$1,801.25)	
Abatements / Exemptions:			
Charges / Fees			
Interest to:			
plus . . . . . per diem if paid after above date			
<b>BALANCE DUE &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>	\$0.00	\$0.00	\$0.00

\*Preliminary Taxes generally represent no more than 50% of prior year's tax.

No Municipal Utility Companies  
If Checked This Property is in TAX TITLE: .....  
Contact Treasurer for amount

All of the amounts listed above are to be paid to the Collector.  
I have no knowledge of any other outstanding amount that constitutes a lien.

*Michael Ovitt*  
Collector of Taxes  
Michael Ovitt

## SHEFFIELD RIGHT TO FARM BY-LAW

### **Section 1 Purpose and Intent**

The Town of Sheffield finds that farming is an essential and valued activity, which provides fresh food, clean-air, economic diversity, local employment, and open spaces to all the citizens of our town. This by-law is intended to encourage the pursuit of agriculture, promote agricultural-based economic and employment opportunities, and protect farmland within the Town of Sheffield. The purpose is to allow agricultural uses and related activities to function in harmony with the community, town agencies and others. This By-law shall apply to all jurisdictional areas within the Town.

This by-law re-states with emphasis the Right to Farm accorded to all citizens of the Commonwealth of Massachusetts as stated under the Constitution and General Laws and Regulations including but not limited to Article 97, of the Constitution, Massachusetts General Laws Chapter 40A, Section 3, Paragraph 1; (The Zoning Act) Chapter 90, Section 9, Chapter 111, Section 125A and Chapter 128 Section 1A.

### **Section 2 Definitions**

"Farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto. Commercial shall be defined by the minimum acreage requirement or the gross sales and program payment requirement specified in Massachusetts General Law Chapter 61A Section 3, as amended. "Farm" shall include youth related agricultural activities, such as but not limited to 4-H, irrespective of minimum acreage or gross sales and program payment requirements.

"Farming" or "agriculture" shall include, but not be limited to the following:

- farming in all its branches and the cultivation and tillage of the soil;
- dairying;
- orchards;
- production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;
- growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;
- raising of livestock including horses;
- keeping of horses as a commercial enterprise; and
- keeping and raising of poultry, sheep, goats, swine, cattle, raites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

"Farming" shall encompass activities including, but not limited to, the following:

- operation and transportation of slow-moving farm equipment over roads within the Town;
- control of pests, including, but not limited to, insects, weeds, predators and disease organism of plants and animals;
- application of manure, fertilizers and pesticides;
- conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;
- processing and packaging of the agricultural output of the farm and the operation of a farmer's market or farm stand including signage thereto;
- maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products;
- on-farm relocation of earth and the clearing of ground for farming operations;
- revitalizing drainage or irrigation ditches, picking stone, erecting, repairing or maintaining fences, and clearing, rejuvenation and maintaining pastures; and
- herding of livestock from area to area, including along roads.

### **Section 3 Right To Farm Declaration**

The Right to Farm is hereby recognized to exist within the Town of

Sheffield. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this By-law are intended to apply exclusively to those agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. For any agricultural practice, in determining the reasonableness of the time, place, and methodology of such practice, consideration shall be given to both traditional customs and procedures as well as to new practices and innovations. Moreover, nothing in this Right to Farm By-law shall be deemed as acquiring any interest in land. The protections contained in this by-law do not replace any applicable zoning or legal restrictions associated with agricultural operations.

### **Section 4 Notification to Real Estate Buyers**

In order to allow prospective purchasers to make informed decisions prior to a real estate transaction and to promote harmony between farmers and their new neighbors after a transaction the Town of Sheffield requests selling landholders and/or their agents (and assigns) provide written notice to prospective purchasers substantially as follows:

"It is the policy of the Town of Sheffield to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers that the property they are about to acquire lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Purchasing, and henceforth occupying land within Sheffield means that one should expect and accept such conditions as a norm and necessary aspect of living in Sheffield.

Written notification may occur in one of several ways including but not limited to a disclosure form, addendum to a Purchase and Sale Agreement and should include an acknowledgement by the buyer that they have received notification.

Within 30 days after this by-law becomes effective the Board of Selectmen shall make available for use by selling landowners or their agents (and assigns) copies of example written notifications.

Within 30 days after this by-law becomes effective the Board of Selectmen shall prominently place in the town hall the above disclosure.

Within 30 days after this by-law becomes effective the Tax Collector shall include a copy of the above disclosure with responses to requests for Municipal Lien Certificates.

### **Section 5 Resolution of Complaints**

Any person having a complaint about a farm activity or practice is encouraged to seek an amicable resolution to the complaint, including talking directly with the involved farmer. Such person may, notwithstanding pursuing any other available remedy, request resolution assistance from the Board of Selectmen. Such a request does not suspend the time within which to pursue any other available remedies. The Board of Selectmen may appoint a panel of at least three individuals, to include representation from farmers, or refer such request to a Sheffield Agricultural Commission, should one exist. Said panel or Agricultural Commission shall review and facilitate the resolution of such a request, and report its recommendations to the Board of Selectmen within the agreed upon time frame.

### **Section 6 Severability Clause**

If any part of this By-law is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this By-law. The Town of Sheffield hereby declares the provisions of this By-law to be severable.