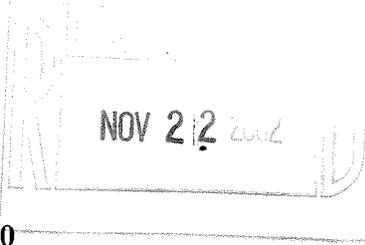


Town of Acton
Board of Selectmen
Town Hall
472 Main Street
Acton, Massachusetts 01720

BOS
2/24
(11)
Town of Acton
Board of Assessors
Town Hall
472 Main Street
Acton, Massachusetts 01720

Town of Acton
Planning Board
Town Hall
472 Main Street
Acton, Massachusetts 01720



Town of Acton
Conservation Commission
Town Hall
472 Main Street
Acton, Massachusetts 01720

NOTICE OF INTENT

In accordance with the provisions of M.G.L. c. 61, §8, notice is hereby given that Kathleen A. Colburn, Trustee of the Sweeney Family Trust u/d/t dated October 1, 1990 and recorded with Middlesex South Registry of Deeds in Book 20848, Page 305, as amended, a copy of which is attached hereto, holder of title to a certain parcel of land known and described by deed dated October 1, 1990 and recorded with said deeds in Book 20848, Page 312, a copy of which is attached, hereto and numbered 108 Willow Street, Acton, Middlesex County, Massachusetts, Assessor's Map-G1, Bloch-0, Parcel - 309, intends to convert this property to another use.

Sincerely

A handwritten signature in cursive that reads "Kathleen A. Colburn".

Kathleen A. Colburn, Trustee
The Sweeney Family Trust

3
Deed
Jocus

T-2

We, Daniel J. Sweeney and Lucy A. Sweeney
of Acton, Middlesex

County, Massachusetts

being ~~married~~ ^{nominal}, for consideration paid, ~~and in full consideration of~~

~~grant~~ to Mary B. Clark, Trustee of Sweeney Family Trust, U/D/T dated October 1,
1990 and to be recorded herewith,

of 8 B Street, Maynard, Massachusetts 01754

with quitclaim ~~instruments~~

~~XXXXXX~~

[Description and encumbrances, if any]

Property Address: 126 Willow Street, Acton, MA 01720

the land with the buildings thereon in the westerly part of said Acton being shown on a plan of land owned by Daniel Sweeney and Beatrice A. Sweeney by Horace F. Tuttle, C.E., dated June 23, 1952, recorded Middlesex South District Registry of Deeds in Book 7993, Page 184, bounded and described as follows: -

Beginning at the Northwesterly corner thereof at Willow Street and other land now or formerly of Daniel Sweeney and Beatrice A. Sweeney, shown as Lot 4, at a drill hole in the wall; thence S. 43° 00' E. by said Lot 4, 100 feet to an iron pipe; thence S. 46° 30' W. by other land now or formerly of said Daniel Sweeney and Beatrice A. Sweeney 249 feet to an iron pipe; thence N. 43° 30' W. by other land now or formerly of said Daniel Sweeney and Beatrice A. Sweeney 100 feet to a drill hole in a wall at Willow Street; thence N. 46° 30' E. along Willow Street 250 feet to the place of beginning.

Containing about 25,000 square feet.

Being the same premises conveyed to us by Deed of Daniel Sweeney, et ux dated July 2, 1952 and recorded with said Deeds in Book 7993, Page 184.

Also, the land situated in said Acton, shown as Lot #1 on a plan entitled "Compiled Plan of Land in Acton, Mass., Owned by Beatrice A. Sweeney, dated October 14, 1976, Harlan E. Tuttle, Surveyor", recorded with said Deeds in Book 13656, Page 242.

Containing 17.3 acres, more or less, according to said plan to which plan reference is made for a more particular description of said Lot #1.

Being the same premises conveyed to us by Deed of Beatrice A. Sweeney dated February 22, 1979 and recorded with said Deeds in Book 13656, Page 244.

25.00
292
SD 11/01/90 11:51:09

Please note Trustee
name change to
Kathleen Colburn
on last page.

Witness our hands and seals this 1st day of October, 1990

Witness lines with handwritten signatures: Daniel J. Sweeney and Lucy A. Sweeney

The Commonwealth of Massachusetts

MIDDLESEX, ss.

October 1, 1990

Then personally appeared the above named Daniel J. Sweeney and Lucy A. Sweeney

and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public signature: Louis J. Florio - Notary Public - Middlesex County

My commission expires June 22, 1995

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1989

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

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T-7

SWEENEY FAMILY TRUST

Whereas the Grantors, DANIEL J. SWEENEY and LUCY A. SWEENEY of Acton, Massachusetts, are about to transfer and deliver to the Trustee, MARY B. CLARK of Maynard, Massachusetts, certain funds and/or properties;

Now therefore the Trustee declares and agrees with the Grantors that she shall hold and administer the property which is now or hereafter may be transferred to her as such Trustee, or in any way acquired and held hereunder, in trust for the purposes, and in the manner, and with and subject to the powers and provisions herein contained as follows;

FIRST: This Trust is revocable and shall be known as the "SWEENEY FAMILY TRUST" and may be referred to as such.

SECOND: The Trust Property shall be disposed of in the following manner:

A. The Trustee shall pay or apply to or for the benefit of the Grantors so much of the net income, including accumulated income, of the Trust as the Trustee, in her discretion, shall deem advisable for their support and maintenance, accumulating the surplus income, if any, during the life of the Grantors and the survivor of them.

In addition to the net income of the Trust, the Trustee may, at any time and from time to time, pay or apply to or for the benefit of the Grantors and the survivor of them so much of the principal of the Trust as the Trustee, in her discretion, shall deem advisable for their support and maintenance.

B. The Trustee is directed to hold, maintain, insure, and otherwise secure, protect and preserve any real estate transferred to her. The Trustee shall have the power to sell the real estate without license of any court; and provided, further, that if real estate is sold, then the proceeds shall remain subject to the provisions of Paragraph A above.

13.00
291
00:15:11 02/14/11 350

C. Upon the death of the survivor of the Grantors, the Trustee shall then transfer, convey, and pay over the principal of the Trust, as it shall then be constituted, together with the accumulated income thereon, if any, in equal shares, as tenants in common, free of all trust, to the children of the Grantors, the said MARY B. CLARK, KATHLEEN A. COLBURN of said Acton, SHEILA R. BELLIVEAU of Leominster, Massachusetts, ROSE MARIE NEVALA of Ashburnham, Massachusetts, EILEEN M. EISNER of Daytona Beach, Florida, DANIEL P. SWEENEY of said Leominster, MAUREEN CALLANT of Ayer, Massachusetts and JOYCE E. SALIGA of said Maynard. If any of said children are not then living, the Trustee shall pay such child's share to his or her issue per stirpes; or, if there be none, then to the survivors of said children.

THIRD: The Trustee shall have in addition to those powers conferred by law or otherwise, the following discretionary powers, privileges and exemptions:

A. To administer, invest and reinvest the Trust Fund in any state or jurisdiction and in any property (including investment companies, money market funds, and common trust funds with notice to beneficiaries) whether or not of a kind or in a proportion ordinarily considered suitable for trust investments and whether or not productive or marketable, and may permit all or any part of the Trust Property to be held in the custody of a banking institution or brokerage house.

B. To participate in any reorganization, recapitalization, merger or similar transaction; to give proxies or powers of attorney, with or without power of substitution for voting upon any shares or certificates of interest belonging to the Trust.

C. To make any payment or distribution directly to any beneficiary whether or not competent or to apply the same for his or her benefit and in the case of a minor to deposit the same in a savings bank in his or her name or to invest the same in custodianship or trust for his or her benefit.

D. To determine in accordance with reasonable accounting practice what shall belong and be chargeable to income, and in

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making that determination the Trustee may employ an accountant or attorney-at-law and rely upon his opinion.

E. To hold, manage, invest, reinvest, sell, lease, pledge, mortgage, transfer, exchange, convert, or otherwise dispose of, or grant options with respect to, any and all real or personal property at any time forming a part of the Trust estate, in any manner, at any time or times, for any purpose, for any price and upon any terms, credits and conditions as are deemed advisable, to execute and deliver deeds, mortgages, assignments, releases, discharges, extensions, leases, subleases, agreements and other instruments with respect to the Trust property, without the necessity of license or permission of the Court.

F. To lease any real property for any purpose and for terms extending beyond the duration of this Trust, and to create restrictions and easements affecting the property.

G. To compromise any claim existing in favor of or made against this Trust.

H. It is the intention of the Grantors to give the Trustee wide discretion in matters of management of the Trust Property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.

I. No Trustee shall be personally liable on any contract or indebtedness or for any claim on an instrument executed under the provisions of this Trust. The Trustee shall not be held liable by any beneficiary or any other party for any error, mistake or discretionary decision, but may only be held personally liable for any act of dishonesty for his own personal gain, wilful default or breach of Trust.

J. Any person dealing with the Trust estate or the Trustee may always rely on a certificate signed by any person then appearing from the records of said Registry to be a Trustee hereunder as to who are the Trustees, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner

R 2 0 3 4 3 P 3 0 9

germane to the affairs of the Trust.

K. The Trustee may open, maintain and close out any checking and savings accounts and safe deposit boxes in any banks, trust companies, savings and loan associations and banking, lending or other public financial institutions and the Trustee may deposit funds and other assets of the Trust in such institutions and such safe deposit boxes and may disburse such funds on checks signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustee, or by any person or persons authorized in writing by the Trustee so to do. Each such institution shall honor all checks and other instruments signed by such person or persons authorized by the Trustee so to sign and permit such person or persons to have access to such safe deposit boxes; and any such institution may rely fully on the Trustee's signed authorization so to do, as filed by the Trustee with said institution.

FOURTH: No person to whom any reversionary, future or expectant interest is given, nor any person entitled to any income, shall have power to alienate or dispose of such interest or income by anticipation or to subject the same to his or her debts or liabilities; no such interest or income shall be liable for his or her debts or liabilities.

FIFTH: Any Trustee may at any time resign as Trustee or disclaim or release any power in whole or in part by an instrument in writing, duly signed, acknowledged before a notary public, and delivered to any beneficiary and if real property is a Trust asset, by recording the same at the appropriate Registry of Deeds.

SIXTH: In the event the said MARY B. CLARK shall resign, die, become incapacitated, or cease to act as Trustee, then the said DANIEL P. SWEENEY shall be the successor Trustee. Any further vacancy in the Trusteeship may be filled by a majority of such of the beneficiaries of the trust, if any, as are then entitled or eligible to receive the income of the trust and are of full age and legal capacity. With respect to any vacancy not

filled as herein before provided, such vacancy may be filled by any court or proper jurisdiction. Except in the case of an appointment by the court, any appointment of a succeeding Trustee shall be in writing, duly signed, and acknowledged before a notary public.

SEVENTH: No Trustee shall be required to give bond or furnish surety on any bond required by law.

EIGHTH: A written statement of any Trustee at any time as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

NINTH: The Trustee shall render a written accounting of all assets, income and disbursements to any beneficiary or his or her legal representative, 60 days after written demand therefor.

TENTH: The Grantors reserve the power, at any time or from time to time, to alter, amend or revoke, in whole or in part, the terms and provisions of this Declaration of Trust and the trusts hereby created, by an instrument in writing signed by them or the survivor of them, acknowledged before a notary public, and delivered to the Trustee during their lifetime. In the event that the Grantors shall revoke this Trust, the Trustee shall transfer and pay over the Trust Property, or the portion thereof to which said revocation is applicable, to the Grantors or as they may direct in writing. If real property is a Trust asset, the instrument of revocation or amendment is to be recorded at the appropriate Registry of Deeds.

ELEVENTH: This Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and its validity and administration shall be governed by said law except with respect to assets as are required by law to be governed by the laws of some other jurisdiction.

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TWELFTH: Any Trustee shall be entitled to reasonable compensation for her or his services, costs and expenses.

IN WITNESS WHEREOF, the Grantors sets forth their hand and seal this 1ST day of October, 1990.

Daniel J. Sweeney
Daniel J. Sweeney

Lucy A. Sweeney
Lucy A. Sweeney

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

October / , 1990

Then personally appeared before me DANIEL J. SWEENEY and LUCY A. SWEENEY who acknowledged the foregoing to be their free act and deed.

Louis A. Florio
Louis A. Florio-Notary Public
My Commission Expires:
June 22, 1995

ACCEPTANCE BY TRUSTEE

I, MARY B. CLARK, do hereby accept the position of Trustee of the SWEENEY FAMILY TRUST and I agree to comply with all of the terms and provisions of the Trust until such time that my service is terminated.

10/1/90
Date

Mary B. Clark
Mary B. Clark

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

October 1, 1990

Then personally appeared before me MARY B. CLARK who acknowledged the foregoing to be her free act and deed.

Louis A. Florio
Louis A. Florio-Notary Public
My Commission Expires:
June 22, 1995 ✓

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FOR
10/14

AMENDMENT - DECLARATION OF TRUST

WHEREAS by instrument dated October 1, 1990, and recorded in Middlesex South District Registry of Deeds in Book 20848, Page 305, MARY B. CLARK of Maynard, Middlesex County, Massachusetts, Trustee of "SWEENEY FAMILY TRUST", agreed to hold certain property upon certain trusts; and

AMD
+
ACPT

WHEREAS in said Declaration of Trust the Grantors, DANIEL J. SWEENEY and LUCY A. SWEENEY, reserved the power to alter, amend or revoke the Trust (see paragraph Tenth); and

NOW THEREFORE, by virtue of the power contained therein, the Grantors amend said Declaration of Trust by striking out the name of MARY B. CLARK as Trustee and substituting in her place KATHLEEN A. COLBURN of Acton, Massachusetts.

The Grantors further amend said Declaration of Trust by deleting the first sentence of the SIXTH Clause thereof and substituting in place thereof the following: "SIXTH: In the event the said KATHLEEN A. COLBURN shall resign, die, become incapacitated, or cease to act as Trustee, then ROSE MARIE NEVALA of Ashburnham, Massachusetts shall be successor Trustee."

In all other respects we ratify and confirm the provisions of the SWEENEY FAMILY TRUST dated October 1, 1990 subject only to the amendments herein made.

ROSEAN 305

BK 27794 PG 5 11

In Witness Whereof, the Grantors set forth their hands and seals this 2nd day of
October, 1997.

Daniel J. Sweeney
Daniel J. Sweeney

Lucy A. Sweeney
Lucy A. Sweeney

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex. ss.

October 2, 1997

Then personally appeared before me the above named DANIEL J. SWEENEY and
LUCY A. SWEENEY acknowledged the foregoing instrument to be their free act and
deed,

Louis A. Florio
Louis A. Florio - Notary Public
My Commission Expires:
June 7, 2002

ACCEPTANCE BY TRUSTEE

I, KATHLEEN A. COLBURN, do hereby accept the position of Trustee of the SWEENEY FAMILY TRUST and I agree to comply with all of the terms and provisions of the Trust until such time that my service is terminated.

10-2-97
Date

Kathleen A. Colburn
Kathleen A. Colburn

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

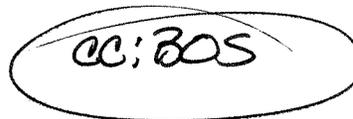
October 2, 1997

Then personally appeared before me KATHLEEN A. COLBURN who acknowledged the foregoing to be her free act and deed.

20748

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Louis A. Florio
Louis A. Florio - Notary Public
My Commission Expires:
June 7, 2002

Handwritten text "cc: BOS" circled in black.**Don Johnson**

From: Don Johnson
Sent: Thursday, February 20, 2003 3:47 PM
To: Don Johnson
Subject: FW: Notice of Intent -Sweeney Family Trust, 108 Willow St.

-----Original Message-----

From: Brian McMullen
Sent: Thursday, February 20, 2003 3:12 PM
To: Don Johnson
Cc: Stephen Barrett; John Murray; Christine Joyce
Subject: RE: Notice of Intent -Sweeney Family Trust, 108 Willow St.

Don,

According to M.G.L Chapter 61 Section 8, The Town has the right of first refusal, which runs 120 days subsequent to such notification. This would mean that the Town's option runs out on the 22nd of March.

Their notice implies; *this is a conversion of land and not a sale*. With that being the case, if the Town has an interest in acquiring the land, then the property may be purchased at full and fair market value based on an impartial appraisal.

The Town also has the choice of assigning their option to a nonprofit conservation organization as the BOS deems appropriate.

I am currently working on updating the roll back tax calculation. It appears to be in the vicinity of \$14K - \$15K.

Don Johnson

From: Brian McMullen
Sent: Friday, February 21, 2003 11:56 AM
To: Don Johnson
Subject: RE: Sweeney Chapter 61 Land

Don,

I've completed the roll back tax calculation for your information.
\$11,587.66

I also reviewed the wetlands map with Tom, a preliminary evaluation suggest that there is sufficient uplands for some sort of development on the property.

Our FULL VALUE (Chapter 59) assessment on the property for FY03 is \$125,000.

-----Original Message-----

From: Don Johnson
Sent: Thursday, February 20, 2003 3:44 PM
To: David Abbt
Cc: Brian McMullen; Dean Charter; Tom Tidman; Roland Bartl; Christine Joyce; John Murray
Subject: RE: Sweeney Chapter 61 Land

David:

Can you make an 8.5x11 of the locus for inclusion in the Selectmen's packets tomorrow, please?

-----Original Message-----

From: Brian McMullen
Sent: Thursday, February 20, 2003 2:47 PM
To: Dean Charter; Don Johnson; Tom Tidman; Roland Bartl
Cc: Christine Joyce; John Murray
Subject: RE: Sweeney Chapter 61 Land

108 Willow Street, Parcel G1-309

-----Original Message-----

From: Dean Charter
Sent: Thursday, February 20, 2003 2:46 PM
To: Don Johnson; Brian McMullen; Tom Tidman; Roland Bartl
Cc: Christine Joyce; John Murray
Subject: RE: Sweeney Chapter 61 Land
Importance: High

This is the first I have heard about this. What is the location of the parcel?

-----Original Message-----

From: Don Johnson
Sent: Thursday, February 20, 2003 2:41 PM
To: Brian McMullen; Tom Tidman; Dean Charter; Roland Bartl
Cc: Christine Joyce; John Murray
Subject: Sweeney Chapter 61 Land
Importance: High

Kevin Sweeney's representative has called to find out what disposition the Town has made of their notice to change the use of certain land that is under Chapter 61. I find that the Manager's Office received their notice in this regard on November 22 but we have neither received comments from other departments nor placed this on an agenda for the Board of Selectmen to consider.

Brian: Please confirm that we have 120 days (I believe) to have the Selectmen act.

Chris: Please confirm that this material went out to the Selectmen and the date it was sent.

All: Please send your recommendations as to whether the Board should exercise its right of first refusal under Ch 61 by tomorrow afternoon (2/20).

Chris: Please place this under Selectmen's Business for next Monday, 2/24.



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 264-9636
Fax (978) 264-9630

Planning Department

INTERDEPARTMENTAL COMMUNICATION

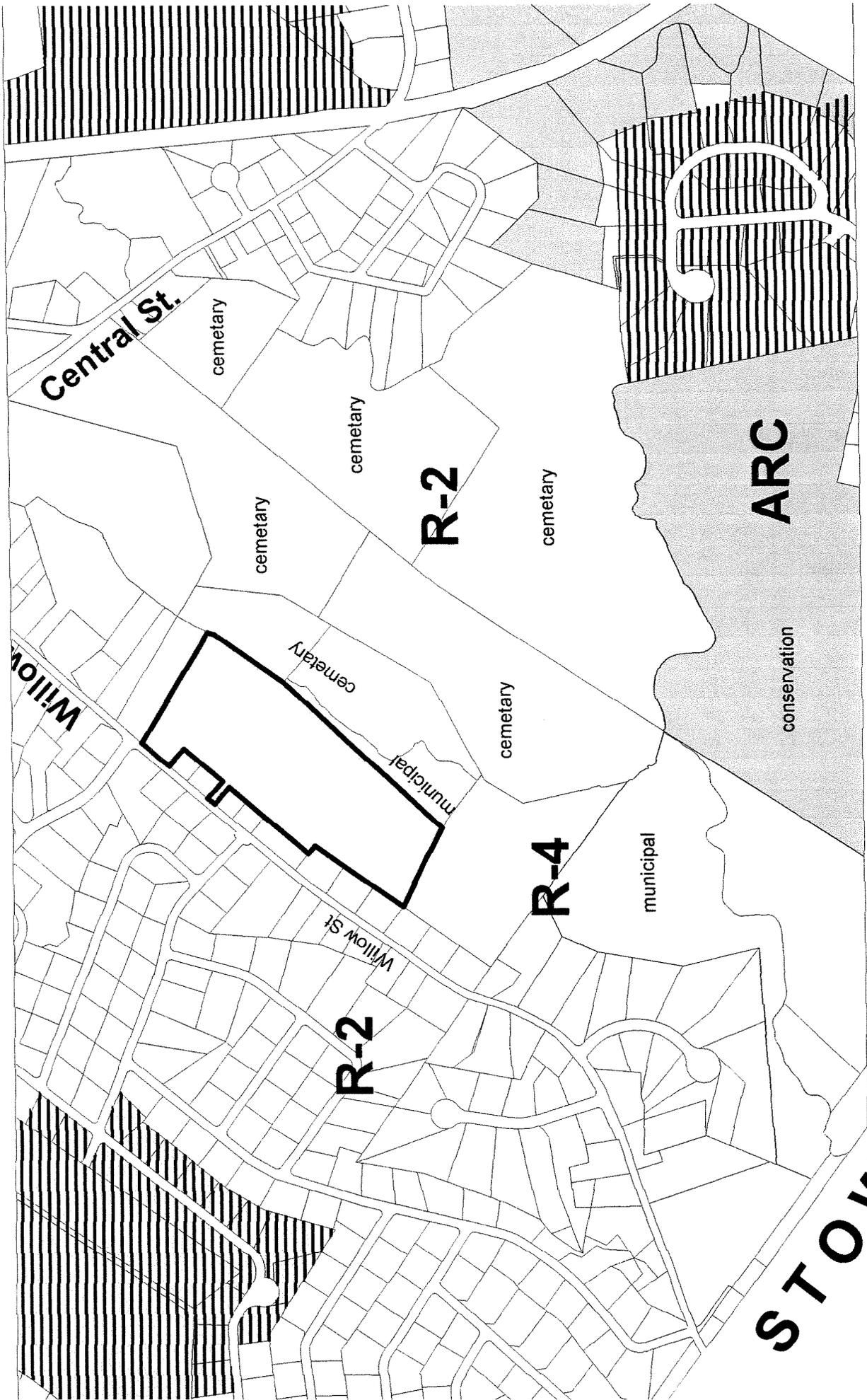
To: Don P. Johnson, Town Manager **Date:** December 27, 2002
From: Roland Bartl, AICP, Town Planner
Subject: 108 Willow Street - M.G.L. Chapter 61 Notice of Intent

The Planning Board has received the above referenced notice of conversion to another use and discussed it at its last meeting in December. The Board noted:

- The 17.3-acre parcel is off Willow Street behind several residential lots on Willow Street.
- A significant portion (2/3 or more) of the parcel is in flood plain and wetland.
- Abutting to the east is Town cemetery land. The flood plain and wetland are common to both.
- Zoning of the parcel is R-4. Surrounding zoning is R-4 and R-2.
- The 1996 Open Space and Recreation Plan does not call out the parcel as a target for open space purchase, but it suggests that all Ch. 61 land offers should be considered. The newest Open Space and Recreation is not yet available in final form.
- Purchase of the parcel would supplement the Towns extensive land holdings along Muddy and Heath Hen Meadow Brooks.

The notice lacks an asking price. The Board deferred its recommendation until it is known.

Cc: Planning Board



Central St.

cemetary

cemetary

R-2

cemetary

cemetary

ARC

conservation

Willow St.

cemetary

cemetary

municipal

R-4

municipal

Willow St.

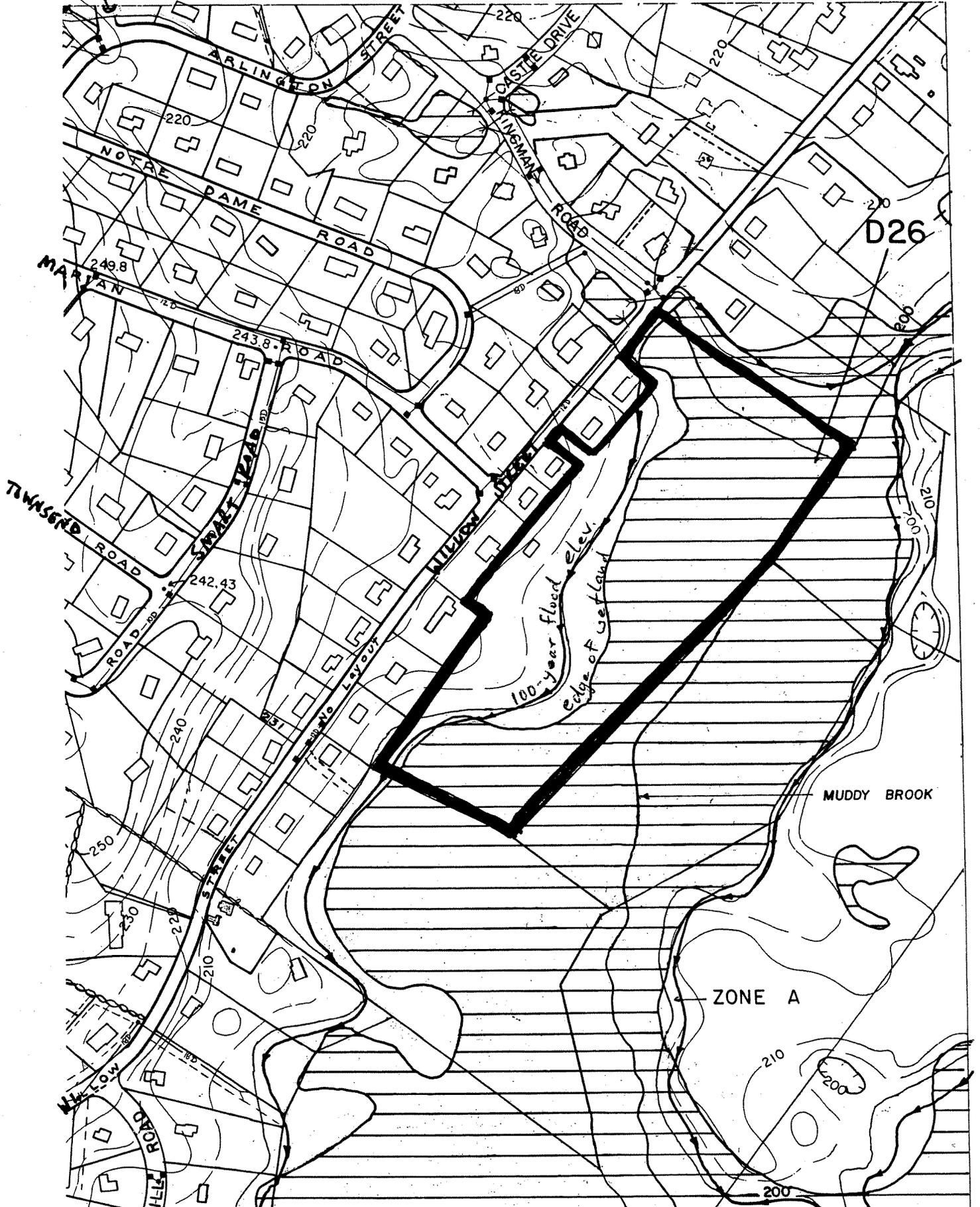
R-2

Stony Brook Rd.

108 WILLOW STREET

D24

D26



cc: BOS

ACTON MUNICIPAL PROPERTIES DEPARTMENT

INTERDEPARTMENTAL COMMUNICATION

To: Don P. Johnson, Town Manager *Date: 2/20/03*
From: Dean A. Charter, Municipal Properties Director DAC
Subject: Parcel G-1 309 61 status (Sweeney)

Based on an examination of the maps and prior knowledge of this parcel, I do not feel that there is any General Municipal use for this parcel.

However, this parcel directly abuts Cemetery land and Municipal land that functions as conservation land (wetland and floodplain). This parcel might have value as either expansion space for Mount Hope Cemetery or as protection for the Heath Hen Meadow brook and wetland area. There is also at least the possibility that athletic fields could be developed in this site.

cc.:

Natural Resources
Recreation

Don Johnson

From: Tom Tidman
Sent: Friday, February 21, 2003 9:13 AM
To: Don Johnson
Subject: RE: Sweeney Chapter 61 Land

Don,

I don't recall anything coming to conservation from Sweeney regarding Chapter 61 land. -Tom

-----Original Message-----

From: Don Johnson
Sent: Thursday, February 20, 2003 2:41 PM
To: Brian McMullen; Tom Tidman; Dean Charter; Roland Bartl
Cc: Christine Joyce; John Murray
Subject: Sweeney Chapter 61 Land
Importance: High

Kevin Sweeney's representative has called to find out what disposition the Town has made of their notice to change the use of certain land that is under Chapter 61. I find that the Manager's Office received their notice in this regard on November 22 but we have neither received comments from other departments nor placed this on an agenda for the Board of Selectmen to consider.

Brian: Please confirm that we have 120 days (I believe) to have the Selectmen act.

Chris: Please confirm that this material went out to the Selectmen and the date it was sent.

All: Please send your recommendations as to whether the Board should exercise its right of first refusal under Ch 61 by tomorrow afternoon (2/20).

Chris: Please place this under Selectmen's Business for next Monday, 2/24.