

GOULD LAW OFFICES

311 GREAT ROAD
P.O. BOX 752
LITTLETON, MA 01460-2752
TELEPHONE (978) 486-9566
FAX: (978) 486-9498

RECEIVED

MAY - 1 2015

**Town of Acton
Planning Department**

J. SAMATHA GOULD, J.D.
ATTORNEY AT LAW
Email: jsamatha@yahoo.com

HON. MORRIS N. GOULD
1918-1987

H. MITCHELL GOULD, ESQ.
1947-1987

SHERRILL R. GOULD, J.D., L.L.M.
ATTORNEY AT LAW
Email sherryesq@yahoo.com
Private: 978-501-2744

CONCENTRATING IN
REAL ESTATE
ELDER LAW
ESTATE PLANNING
WILLS & TRUSTS
BANKRUPTCY & BUSINESS

May 1, 2015

Board of Selectman
Board of Assessors
Planning Board
State Forester
Town Clerk
Conservation Commission
Acton Town Hall
472 Main Street
Acton, MA 01720

Hand Delivery
Hand Delivery
Hand Delivery
Hand Delivery
Hand Delivery
Hand Delivery

NOTICE UNDER M.G.L. c.61A, Section 14
NOTICE OF INTENT TO SELL

RE: Lots 1, 2, 3 and Parcel A, on Plan Attached
Newtown Road, Acton, Massachusetts
Assessor's Map C3-22 - 9.39 +/- Acres
Middlesex South District Registry of Deeds Book 64807 Page 295
Middlesex South District Registry of Deeds, Plan 1780 of 1957
Owner of Record: Salvation Trust, LLC

Gentlemen and Ladies:

Please be advised that I represent Salvation Trust, LLC, the current owner of the land described above, located on the Northeasterly side of Newtown Road, in Acton and Littleton, Massachusetts. The Acton parcel is subject to an Agricultural or Horticultural Land Tax Lien recorded with the Middlesex South District Registry of Deeds in Book 20910, Page 407, a copy of which is attached. The owner proposes to sell the land to an unrelated party. The proposed use of the land will be for three residential dwelling lots containing one unit each. The proposed new lots are depicted on the attached plan and will be for the development and construction of three new homes.

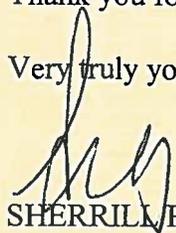
PLEASE ACCEPT THIS NOTICE pursuant to the provisions of M.G.L.c.61A, Section 14 and related statutes, of Salvation Trust, LLC's intent to sell said land for the sum of \$1,500,000.00, pursuant to the terms of a certain Purchase and Sale Agreement dated April 30, 2015, a certified copy of which is enclosed.

We are requesting you to vote, to exercise or to waive your right to exercise your option to purchase provided by the Statute and to file your reply in recordable form within the time period allowed.

I would like to be present at the meeting for any questions. I have requested the amount of the roll-back tax due from the assessor.

I would appreciate whatever consideration you can give this request.
Thank you for your anticipated cooperation.

Very truly yours,



SHERRILL R. GOULD

SRG/J

GOULD LAW OFFICES

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May 1, 2015

Board of Selectman
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Hand Delivery

NOTICE UNDER M.G.L. c.61A, Section 14
STATEMENT OF INTENT TO SELL
STATEMENT OF PROPOSED USE OF THE LAND

LAND: Lots 1, 2, 3 and Parcel A, on Plan Attached
Newtown Road, Acton, Massachusetts
Assessor's Map C3-22 - 9.39 +/- Acres
Middlesex South District Registry of Deeds Book 64807 Page 295
Middlesex South District Registry of Deeds, Plan 1780 of 1957

OWNER OF RECORD: Salvation Trust, LLC
(former owner Isabella V. Choate, deceased)
320 Great Road,
Littleton, Massachusetts 01460
978-501-2744

Gentlemen and Ladies:

Please be advised that I represent Salvation Trust, LLC, the current owner of the land described above, located on the Northeasterly side of Newtown Road, in Acton and Littleton,

Massachusetts. The Acton parcel is subject to an Agricultural or Horticultural Land Tax Lien recorded with the Middlesex South District Registry of Deeds in Book 20910, Page 407, a copy of which is attached. The owner proposes to sell the subject land to an unrelated party. The proposed use of the land will be for three residential dwelling lots containing one unit each. The proposed new lots are depicted on the attached plan and will be for the development and construction of three new homes. As you can see, the frontage and house locations will be in Acton, and the back yards of Lots 2 and 3 will be in Littleton. The contiguous Littleton land is also subject to a lien under the same chapter.

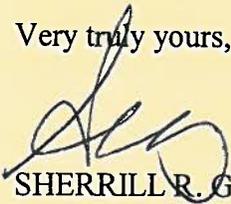
The land is located on the northeasterly side of Newtown Road, as shown on the attached Scale Map of the lots (Exhibit "A") and on the Assessor's Map (Exhibit "B"). A copy of the Deed is attached for your reference as well. (Exhibit "C"). The Acton land under the lien (Exhibit "D"), and on the reference Map Plan Number 1780 of 1957 (Exhibit "E") consists of 9.39 +/- acres, (although the survey indicates the area is 430,127 s. f. +/-). The owner, Salvation Trust, LLC can be reached through this office or by mail at P.O. Box 1212, Littleton, Ma., telephone number 978-501-2744.

The owner has received a bona fide offer to sell the land for the price of \$1,500,000.00. The terms of the sale allow for the lots to be taken one lot at a time and for the purchaser to agree to developer covenants which will restrict the land to not more than 3 residential dwellings and customary accessory buildings, and development covenants prohibiting solar, windmills, cell towers, and similar restrictions for the benefit of the 3 lots. The sale is subject to Release of the Town's right of refusal in both Acton and Littleton.

A certified copy of the executed Purchase and Sale Agreement is enclosed herein. (Exhibit "F"). All of the property of the owner in the Town of Acton, classified under the Chapter is intended to be sold for residential use.

The owner has authorized me to write this letter under M,G,L, 61A for a release of the right of first refusal to purchase the property according to Section 14.

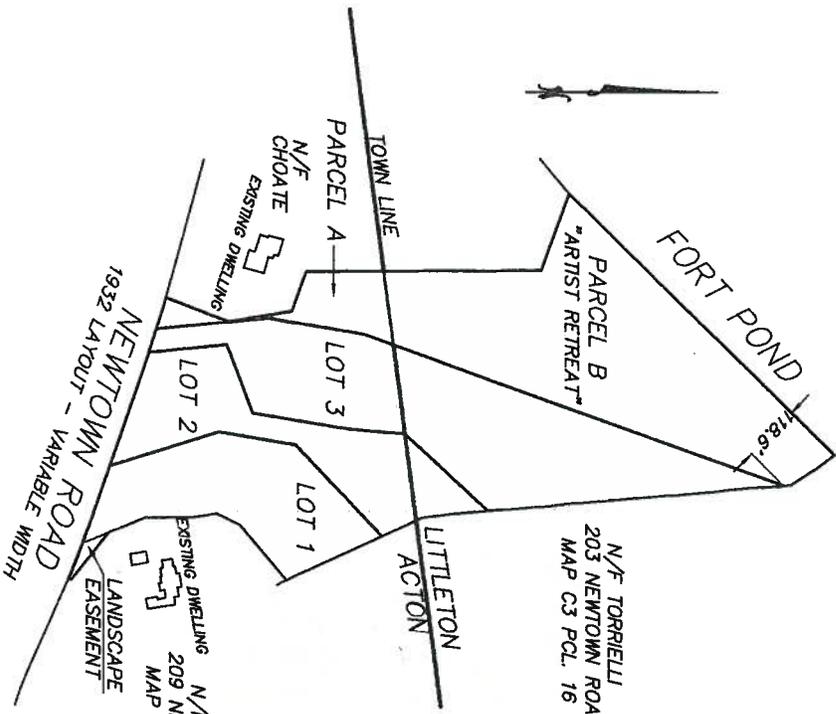
Very truly yours,



SHERRILL R. GOULD

SRG/J

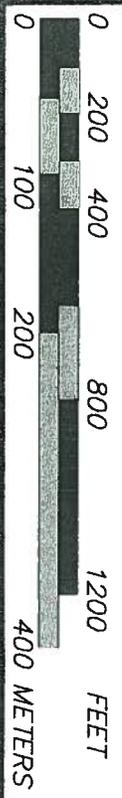
**EXHIBIT A
SCALED MAP**



	AREA	FRONTAGE
LOT 1	100,026 S.F.	250.00'
LOT 2	100,269 S.F.	250.01'
LOT 3	200,107 S.F.	50'
PARCEL A	29,725 S.F.	
PARCEL B	5.37 Acres	

GRAPHIC SCALE

SCALE: 1"=400'



OWNER:
 SALVATION TRUST, LLC
 320 GREAT ROAD
 LITTLETON, MA
 PH: 860-248-0632

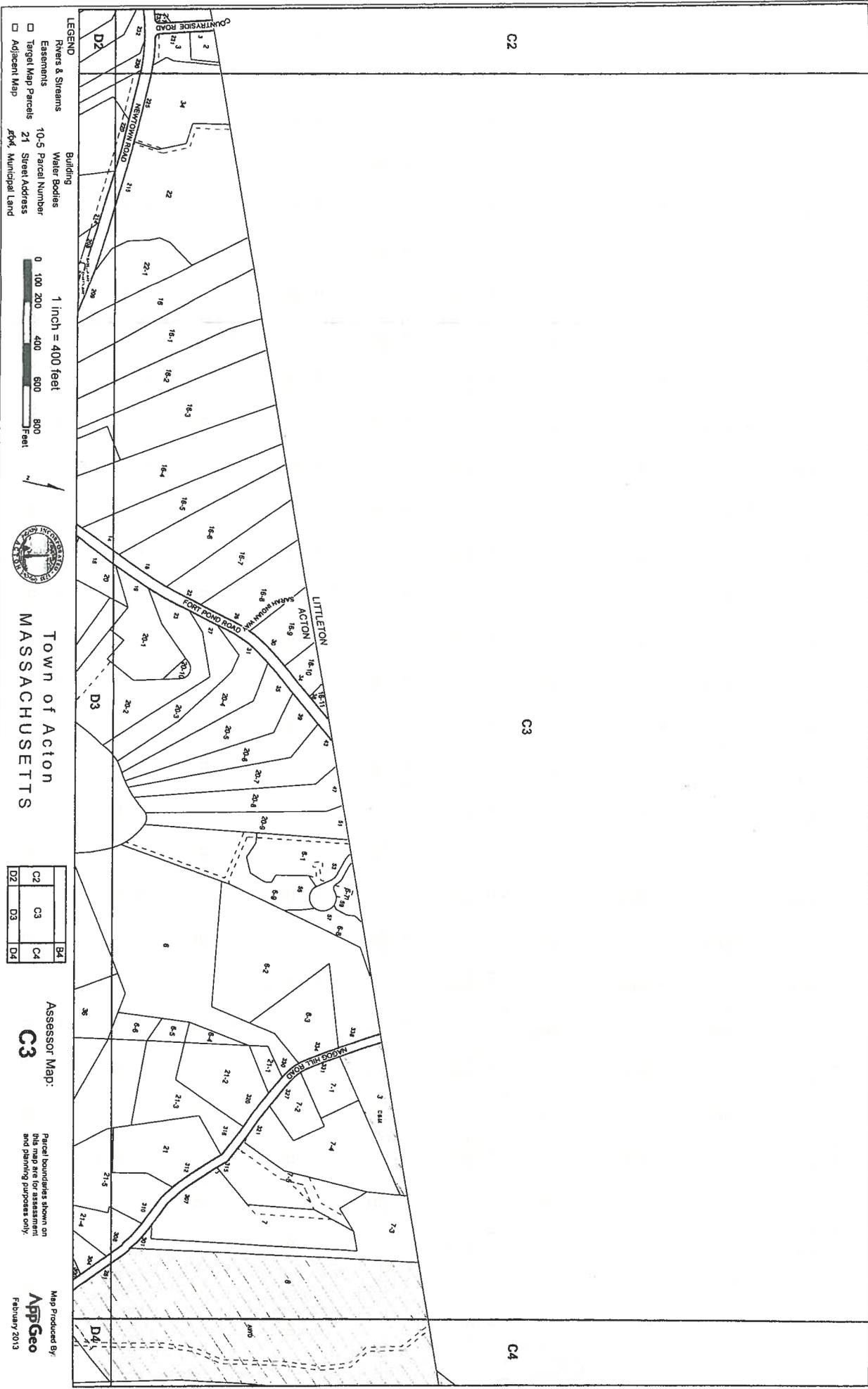
EXHIBIT B
ASSESSOR'S MAP

B4

C2

C3

C4



- LEGEND**
- Rivers & Streams
 - Easements
 - Target Map Parcels
 - Adjacent Map
 - Building
 - Water Bodies
 - Municipal Land

10-5 Parcel Number
21 Street Address
10-5 Parcel Number
21 Street Address
10-5 Parcel Number
21 Street Address



**Town of Acton
MASSACHUSETTS**

D2	C2	C3	C4	B4
D3				
D4				

Assessor Map:
C3

Parcel boundaries shown on this map are for assessment and planning purposes only.

Map Produced By:
AppGeo
February 2013

EXHIBIT C
DEED

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 7805
Document Type	: DEED
Recorded Date	: January 16, 2015
Recorded Time	: 03:21:38 PM
Recorded Book and Page	: 64807 / 295
Number of Pages(including cover sheet)	: 5
Receipt Number	: 1773958
Recording Fee (including excise)	: \$125.00

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 01/16/2015 03:21 PM
Ctrl# Doc# 00007805
Fee: \$.00 Cons: \$1.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.cambridgedeeds.com

QUITCLAIM DEED

THE ESTATE OF ISABELLA V. CHOATE, late of Acton, Middlesex County,
Massachusetts,

for consideration paid and in full consideration of less than ONE HUNDRED AND
00/100 (\$100.00) DOLLARS,

grant to SALVATION TRUST, LLC, a Massachusetts limited liability company with a
principal place of business at 320 Great Road, P.O. Box 1212, Littleton, Massachusetts,
01460

with QUITCLAIM COVENANTS,

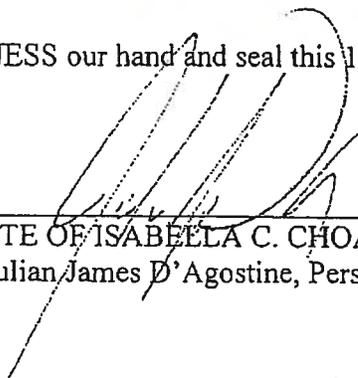
The land in Littleton and in Acton, Middlesex County, Massachusetts, more particularly
bounded and described as set forth in the attached Exhibit A.

For title see deeds recorded with Middlesex South District Registry of Deeds at Book
14799, Page 128, Book 20816, Page 365 and Book 20816, Page 368.

See also Probate Middlesex Docket No. 14P5979EA.

Subject to the outstanding mortgage with the grantee assumes and agrees to pay.
Subject to Agricultural and Recreational Land Tax Liens.

WITNESS our hand and seal this 15th day of January, 2015



ESTATE OF ISABELLA C. CHOATE
By: Julian James D'Agostine, Personal Representative

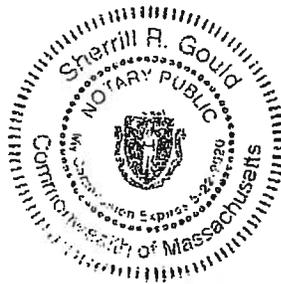
Property Address: 215-225 Newtown Rd., Littleton and Acton,
MA

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

January 15, 2015

On this 15th day of January, 2015, before me, the undersigned notary public, personally appeared Julian James D'Agostine, Personal Representative as aforesaid, and proved to me through satisfactory evidence of identification which was the presentation of a driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful, voluntary and accurate to the best of her knowledge and belief.



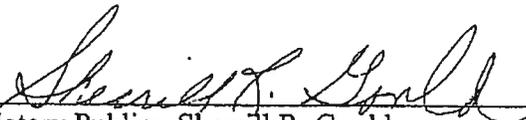

Notary Public: Sherrill R. Gould
My Commission Expires: 05/22/2020

Exhibit A - Property Description

PARCEL ONE:

The land partly in Acton, Middlesex County, Massachusetts, and partly in Littleton, Middlesex County, Massachusetts, with the buildings thereon, being shown on a plan entitled, "Land in Littleton and Acton Surveyed for Ralph C. Choate" by Horace F. Tuttle, dated July 28, 1950, recorded with Middlesex South District Registry of Deeds in Book 7626, Page 442, bounded and described as follows:

Beginning at the Southwesterly corner of the premises at a stone wall on the Northerly side of Newtowne Road and at land now or formerly of the Church of Jesus Christ; thence

North 24° 21' West along the wall, 76.50 feet to the end of the wall; thence

North 35° 35' East 32.58 feet to a stone wall; thence

North 7° 04' East along the wall, 105.90 feet; thence

North 8° 4' East along the all, 401.86 feet to Fort Pond; the last five bounds all being by land of said Church of Jesus Christ; thence running in a

Northeasterly direction by Fort Pond in two courses, 62 feet, more or less, and 120 feet more or less, respectively, to a stone wall; thence

South 4° 30' East along the wall, 23 feet to an angle in the wall; thence

South 73° 37' East along the wall, 192.55 feet to an angle in the wall; thence

South 7° 46' West along the wall, 223.70 feet to a stone post at the end of the wall; thence

North 83° 48' West eleven 11.34 feet to another wall stone post at a stone wall; thence

South 2° 31' West along the wall 261.81 feet to a pipe at the end of the wall thence

South 69° 45' East 100 feet to a drill hole at a right of way; thence

South 9° 54' East, 136.46 feet to a stone post; thence

South 20° 21' West 120.5 feet to a bound on Newtowne Road the last eight bounds all being by land of said Church of esus Christ; thence running

Northwesterly 35 feet to a county road bound; thence

North 74° 38' West, 278.10 feet to a county road bound; and thence

Northwesterly 57.50 feet to the point of beginning, the last three bounds all being by said Newtowne Road.

Containing 4.80 acres more or less according to said plan.

For title see deed of Isabella C. Choate recorded with Middlesex South Registry of Deeds Book 14799, Page 128.

PARCEL TWO:

A certain parcel of land situated in Acton, Middlesex County, Massachusetts, with the buildings thereon, being shown as part of Parcel B-4 on the above mentioned plan, bounded and described as follows:

SOUTHERLY by Newtowne Road by several courses measuring together 919.82 feet;

EASTERLY by a stone wall by land now or formerly of the heirs of Able and Elnathan Jones, 935 feet;

NORTHERLY by part of said Parcel B-4 by the Town line between Littleton and Acton, as shown on said plan, 530 feet more or less;

WESTERLY by a stone wall by land now or formerly of Choate as shown on said plan, 180 feet more or less;

SOUTHERLY by land now or formerly of Choate, 100 feet;

WESTERLY by land now or formerly of Choate, 136.46 feet;

SOUTHWESTERLY by land now or formerly of Choate, 120.5 feet.

Said parcel B-4 is the area in Acton containing 9.39 acres more or less.

For title see deed of Isabella C. Choate recorded with said Deeds Book 20816, Page 365.

PARCEL THREE:

Being a part of Parcel B-4 and being the part shown as "Area in Littleton" on plan entitled, "Land in Acton and Littleton owned by Church of Jesus Christ" Harlan E. Tuttle, Surveyor, dated September 25, 1957, recorded with Middlesex South District Registry of Deeds Book 9069, Page 111, bounded and described as follows:

NORTHERLY and **NORTHWESTERLY** by Fort Pond, as shown on said plan, 829 feet, more or less;
WESTERLY by land now or formerly of Choate, as shown on said plan, 23 feet;
SOUTHERLY by land now or formerly of Choate, 192.55 feet;
WESTERLY by land now or formerly of Choate, 223.70 feet;
NORTHERLY by land now or late of Choate, 11.34 feet;
WESTERLY by land now or late of Choate, 82 feet, more or less;
SOUTHERLY by the Town line between Littleton and Acton, 530 feet more or less; and
EASTERLY by land of the Heirs of Abel & Elnathan Jones, as shown on said plan, 886 feet, more or less.

Containing 9.79 acres more or less.

For title see deed of Isabella C. Choate recorded with said Deeds Book 20816, Page 368.

Subject to Taking by Town of Acton recorded with said Deeds Book 5583, Page 396 as affected by corrective Taking recorded in Book 5657, Page 106.

Subject to Agricultural or Horticultural Land Tax Lien recorded with said Deeds Book 20910, Page 407.

Newtowne Road is also known as Newtown Road.

EXHIBIT D
LAND TAX LIEN

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 2

ACTON

Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS

AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the city/town of Acton hereby state that it has accepted and approved the application of Isabella C. Choate 235 Newtown Road, Acton, MA owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 1990.

DESCRIPTION OF LAND

Assessors Map D3-5 13.25 AC shown on plan 1002 of 1984 - All Assessors Map C3-22 9.39 AC shown on plan 1780 of 1957

Book 20816 Page 365 Middlesex South Registry of Deeds Statement made this 10 day of December, 1990

MARGINAL REFERENCE REQUESTED

BOOK 20816 PAGE 365

Susan C. Miller Robert W. Adams

BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss. Susan C. Miller, Robert W. Adams Dec 10, 1990 Then personally appeared Susan C. Miller, Robert W. Adams a member of the Board of Assessors of the city/town of Acton and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Acton before me, Charles M. [Signature] Notary Public-Justice of the Peace

, 19 , at o'clock and minutes M.

Received and entered with Registry of Deeds Registry District Book , Page , Document No. Certificate of Title No.

Attest: Register

MSD 12/12/90 09:55:10 115 10.00

EXHIBIT E
REFERENCED MAP PLAN

1/2" = 100'

Land in Acton and Littleton owned by Church of Jesus Christ.

Harlan E. Tuttle, Surveyor

September 25, 1957.

Scale 200feet = 1inch

Acton Planning Board
Approval under the Subdivision Control Law
Not Required Chapter 41 Section 81P.

HWF:SD 10/28/57

Approx Locus

Littleton Planning Board
Approval under the Subdivision Control Law
Not Required Chapter 41 Section 81P.

Nov. 18-1957

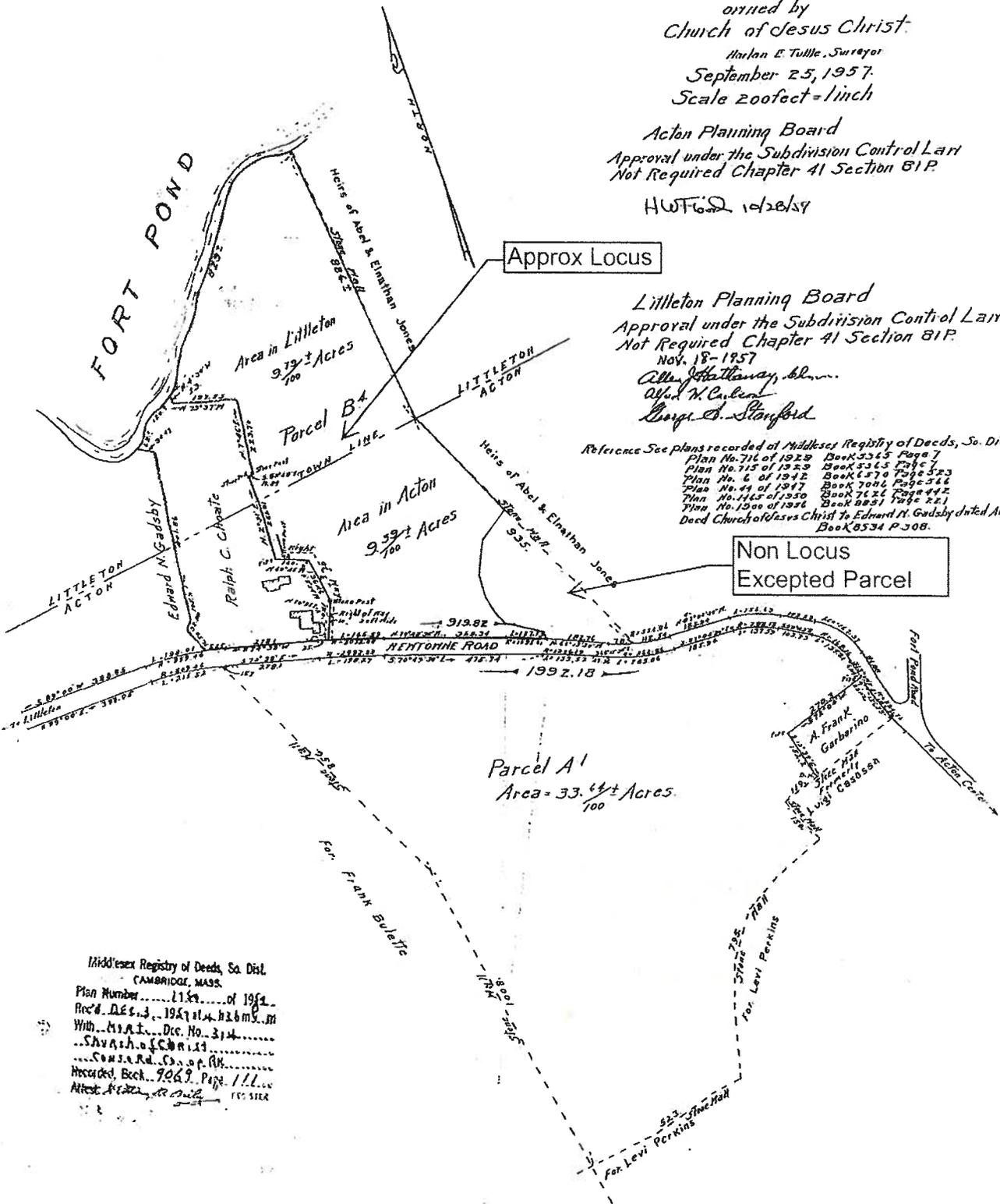
Allen J. Hathaway, Chairman

Walter H. Carleton

George E. Stanford

Reference See plans recorded at Middlesex Registry of Deeds, So. Dist.
Plan No. 716 of 1929 Book 5365 Page 7
Plan No. 715 of 1929 Book 5365 Page 7
Plan No. 6 of 1942 Book 6570 Page 323
Plan No. 49 of 1947 Book 7006 Page 442
Plan No. 1465 of 1950 Book 7424 Page 442
Plan No. 1000 of 1952 Book 8851 Page 221
Deed Church of Jesus Christ to Edward H. Gadsby dated Aug. 1, 1953
Book 8534 P. 308.

Non Locus
Excepted Parcel



Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 1189 of 1951
Rec'd. Dec. 3, 1957 at 11:26 AM
With M.S.A. Dec. No. 314
Shirley A. Gadsby, et al.
Com. & Ad. Co. of Acton
Recorded, Book 9069, Page 111
Attest: Harlan E. Tuttle, Surveyor

EXHIBIT F
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

From the office of:
Sherrill R. Gould, Esq.
Gould Law Offices
311 Great Road
Littleton, MA 01460

This 29th day of April, 2015.

1. PARTIES AND MAILING ADDRESSES **Salvation Trust, LLC, 320 Great Road, Littleton, Ma**
hereinafter called the SELLER, agrees to SELL and

William Goddard, Trustee of Fort Pond Reserve Realty Trust,
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises:
2. DESCRIPTION the land with the improvements thereon in Acton and Littleton, Massachusetts, shown as Lots 1, 2 and 3, and Parcel A, on the Plan attached hereto and marked "Exhibit A",, being the same premises as Acton Assessors Map Parcel C3-22 containing approximately 9.39 (on said plan) Acres shown on Plan recorded with said Deeds on Plan 1780 of 1957; and a portion of the land shown on Littleton Assessor's Map U-27, Parcel 13; said property being a portion of the same premises conveyed to Seller by deed recorded with the Middlesex South Registry of Deeds, Book 64807, Page 295, i(hereinafter the "Premises
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES NOT APPLICABLE - LAND ONLY
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 (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement;
 - (e) Easements, restriction and reservations of record previously disclosed to Buyers, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises for single family residential dwelling purposes.
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. REGISTERED TITLE In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.
7. PURCHASE PRICE The agreed to purchase price for said Premises is One Million Five Hundred Thousand and no/100 dollars, of which
 - \$ 5,000.00 have been paid as a deposit this day; and
 - \$ 25,000.00 to be paid if the Town waives the right of first refusal
 - \$ 1,470,000.00 to be paid at the time of the delivery of the deed by treasurer's or bank check(s) or conveyancing attorney's check, drawn on a Greater Boston Clearing House Bank, payable directly to SELLER without endorsement.

\$1,500,000.00 TOTAL
8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered at 12:00 o'clock noon on the 15th day of October, 2015, or earlier by agreement of the parties, at the office of buyer counsel, provided it is within 30 miles of locus, or the Middlesex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that

time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES Full possession of said Premises, free from all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) completed with an unconditional certificate of occupancy, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.
10. 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 the SELLER shall 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, and the time for performance hereof shall be extended for a period of thirty (30) calendar days, (or less, if 30 days are not needed, in which event a new closing date shall be selected by mutual agreement of the parties, which agreement shall not be unreasonably withheld) but not beyond the expiration of BUYER'S mortgage commitment or rate lock, as they may be extended without cost to BUYER. The SELLER shall not be obligated to expend more than \$1000.00, inclusive of attorney's fees but exclusive of voluntary monetary liens, pursuant to this Paragraph, except to conform the lot lines as aforesaid.
11. 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.
12. 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 Paragraph, 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 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.
13. ACCEPTANCE OF DEED The acceptance and recording 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.
14. USE OF 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 within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	as presently insured

Risk of loss shall remain with the Seller until closing.
16. ADJUSTMENTS Taxes for the then current fiscal year, shall be apportioned 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. Seller is liable for any roll back tax.

17. ADJUSTMENT OF UNASSESSED AND ABATED 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; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE NO BROKER INVOLVED
19. BROKER(S) WARRANTY The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in a non interest bearing account by Gould Law Offices, and duly accounted for at the time of performance.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, this agreement shall be null and void and without further recourse to the parties.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.
23. BROKER AS PARTY NO BROKER INVOLVED
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE**
26. MORTGAGE CONTINGENCY CLAUSE NOT APPLICABLE
27. CONSTRUCTION OF AGREEMENT This Agreement, 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 enures 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 or their respective counsels, **PROVIDED, HOWEVER, THAT EXTENSIONS HEREOF MAY BE EXECUTED BY COUNSEL FOR A PARTY.** The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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. Delivery of any signature on this agreement by facsimile or electronic transmission shall be as fully effective as delivery of an original signature in person.
28. LEAD PAINT LAW NOT APPLICABLE - LAND ONLY
29. SMOKE AND CARBON MONOXIDE DETECTORS NOT APPLICABLE -LAND ONLY
30. ADDITIONAL PROVISIONS a. Seller to furnish a recordable plan of three conforming building lots. The buyer may elect to take title to the residential building one at a time over a period of 3 months.
b. Prior to closing, the lots will be encumbered with a Declaration of Covenants to run with the land that the lots may not be further subdivided; that each building lot will be restricted to one residential

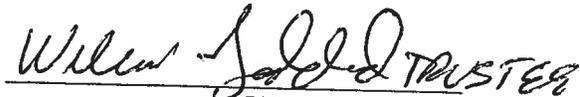
dwelling unit and customary accessory outbuildings, and that there will be a prohibition against solar power apparatus or structures, windmills and celltowers, and such other common scheme restrictions as Seller determines to enhance the property and the appearance of the lots.
c. The sale is subject to the Town waiving its right of first refusal and releasing the Agricultural or Horticultural Tax Lien recorded with said Deeds at Book 20910, Page 407.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.


SELLER
Manager
Salvation Trust, LLC

SELLER


BUYER
TRUSTEE

BUYER