

GOULD LAW OFFICES

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

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

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

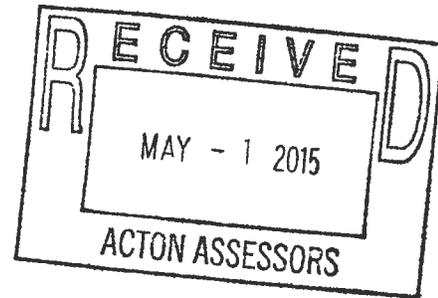
HON. MORRIS N. GOULD
1918-1987

H. MITCHELL GOULD, ESQ.
1947-1987

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.

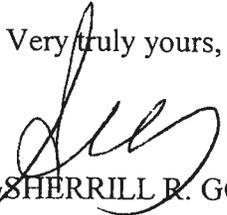
PLEASE ACCEPT THIS NOTICE pursuant to the provisions of M.G.L.c.61A, Section 14 and related statutes, of Salvation Trust, LLC's intent to sell said land for the sum of \$1,500,000.00, pursuant to the terms of a certain Purchase and Sale Agreement dated April 30, 2015, a certified copy of which is enclosed.

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

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*,

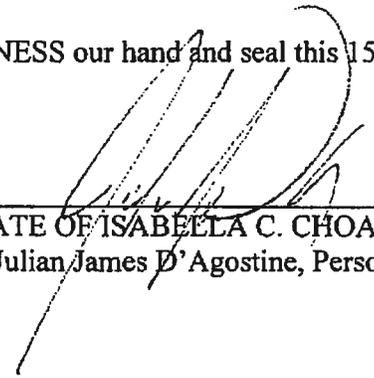
The land in Littleton and in Acton, Middlesex County, Massachusetts, more particularly
bounded and described as set forth in the attached Exhibit A.

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,
N.H.A.

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



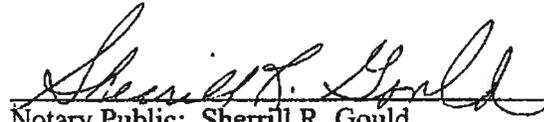

Notary Public: Sherrill R. Gould
My Commission Expires: 05/22/2020

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 Jesus 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.

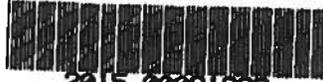
Containing 9.79 acres more or less.

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.



2015 0021868

Bk: 64930 Pg: 152 Doc: RED
Page: 1 of 1 02/19/2015 11:52 AM

STATE FORM 441

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY
TAX TITLE NUMBER: 2013

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF ACTON
OFFICE OF THE TREASURER

The TOWN OF ACTON, holder of a tax title under a taking for non-payment of 2013 taxes assessed to CHOATE ISABELLA V on land described in the instrument of taking conveying said title, dated July 25, 2014 and recorded with Middlesex County Registry of Deeds as Book 64075 Page 88 does hereby pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking.

DESCRIPTION OF LAND

PROPERTY: LAND AND BUILDING CONTAINING: 2,500 ACRES
LOCATION: 225 NEWTOWN RD
ASSESSORS: C3-34
REGISTRY: 14799/128
LAND COURT:
RECORDED AT: Middlesex County Registry of Deeds

I further certify the aforementioned Tax Title held by the Town of Acton in the Middlesex County Registry of Deeds and state of Massachusetts was redeemed on January 21, 2015.

Witness the execution of this instrument this 6th day of February 2015

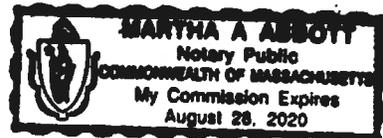
TOWN OF ACTON
By Stephen Barrett
STEPHEN BARRETT, TREASURER

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County, ss DATE Feb 6, 2015

Then personally appeared the above named Stephen Barrett, Treasurer of the TOWN OF ACTON, and acknowledged the foregoing instrument to be the free act and deed of said town. Before me, Martha Abbott Notary Public.

My commission expires August 28, 2020
Martha Abbott
Notary Public



COMMONWEALTH OF MASSACHUSETTS
TOWN OF ACTON
OFFICE OF THE COLLECTOR OF TAXES

Instrument of Taking
TT# 2013

I, Stephen Barrett, Collector of Taxes for the Town of ACTON, acting under General Laws, Chapter 60, Sections 53 and 54, hereby take for the Town the real property described below:



2014 00120652
Bk: 64075 Pg: 88 Doc: TAKE
Page: 1 of 1 08/14/2014 11:41 AM

DESCRIPTION OF PROPERTY

PROPERTY: LAND AND BUILDING CONTAINING 2,500 ACRES
LOCATION: 225 NEWTOWN ROAD
ASSESSORS: C3-34
REGISTRY: 14799/128
LAND COURT:
RECORDED AT: Middlesex County Registry of Deeds

Said land is taken for non-payment of taxes as defined in Section 43 of said chapter 60 assessed thereon to:
CHOATE ISABELLA V,

for the year 2013 which were not paid within fourteen days after demand therefore made upon

on June 7, 2013 and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take said land given as required by law.

2013

Fiscal Year 2013 TAXES REMAINING UNPAID;	\$8,466.51
INTEREST to the Date of Taking:	\$1,887.88
INCIDENTAL EXPENSES AND COSTS to Date of Taking	\$42.92
TOTAL FOR WHICH LAND IS TAKEN:	\$10,397.31

Stephen Barrett
Stephen Barrett, Collector of Taxes

Executed as a sealed instrument on July 25, 2014
Date of Taking

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

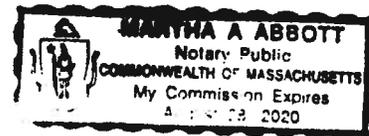
On this 5th day of August 2014 before me, the undersigned Notary Public, personally appeared STEPHEN BARRETT, Collector of Taxes, proved to me through satisfactory evidence of identification, which were personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Collector of Taxes for the Town of ACTON.

Marytha Abbott

My commission expires August 28, 2020

This form approved by the Department of Revenue

Alison Romig
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141



CURRENT OWNER		UTILITIES		STRT./ROAD		LOCATION	
CHOATE ISABELLA V	4 Rolling	2 Public Water	1 Paved	2 Suburban	RESIDENTIAL		
N/O SALVATION TRUST LLC	6 Septic	SUPPLEMENTAL DATA		1465 OF 50			
320 GREAT RD / PO BOX 1212	Other ID: 000C3 00034 00000		ASSOC PID#				
LITTLETON, MA 01460	Occ Perm		SQUARRE HOLES TO ATTIC				
Additional Owners:	Photo		FRONTAGE 370.60				
	Ward		SQUARRE HOLES TO ATTIC				
	Prec		FRONTAGE 370.60				
	Sew Zone		FRONTAGE 370.60				
	GIS ID:		FRONTAGE 370.60				

RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		v/f		SALE PRICE		V.C.	
SALVATION TRUST LLC	64807/295	11/16/2015	U	1	100	1K	0	0	0	0	0
CHOATE ISABELLA V	14799/128	11/24/1982	U	1	0	0	0	0	0	0	0

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type Description	Code Description	Number Amount
Total:		Total:	

ASSESSING NEIGHBORHOOD	
NBHD/SUB	NBHD NAME
0001/A	TRACING
NOTES	
SQUARRE HOLES TO ATTIC	
FRONTAGE 370.60	

BUILDING PERMIT RECORD								
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
21712	05/23/2008	NI	No Inspection	7,695	0	100		ROOF
21503	01/08/2008	NI	No Inspection	0		100		ROOF

VISIT/CHANGE HISTORY							
Permit ID	Issue Date	Type	Date	IS	ID	Cd.	Purpose/Result
21712	05/23/2008	NI	8/27/2012		SS	14	Field Review
21503	01/08/2008	NI	5/8/2006		DD	02	Measur+2 Visit - Info Car
			5/8/2006		DD	01	Measur+1 Visit
			8/28/2000		SS	01	Measur+1 Visit
			3/19/1997		RF	02	Measur+2 Visit - Info Car

LAND LINE VALUATION SECTION																		
B #	Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc.	C. Factor	ST. Idx	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value
1	1010	Single Fam MDL-01	R108				80,000 SF	2.84	1.25	6	1.0000	1.00		0.00			3.55	284,000
1	1010	Single Fam MDL-01	R-8				0.46 AC	10,000.00	1.00	0	1.0000	1.00		0.00			10,000.00	4,600
1	1010	Single Fam MDL-01	108				0.20 AC	10,000.00	1.00	0	1.0000	0.50		0.00	WET		5,000.00	1,000

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE IX** TAXATION**CHAPTER 61A** ASSESSMENT AND TAXATION OF AGRICULTURAL AND HORTICULTURAL LAND**Section 13** Change of use; liability for roll-back taxes

Section 13. Whenever land which is valued, assessed and taxed under this chapter no longer meets the definition of land actively devoted to agricultural, horticultural or agricultural and horticultural use, it shall be subject to additional taxes, in this section called roll-back taxes, in the current tax year in which it is disqualified and in those years of the 4 immediately preceding tax years in which the land was so valued, assessed and taxed, but roll-back taxes shall not apply unless the amount of those taxes as computed under this section, exceeds the amount, if any, imposed under section 12 and, in that case, the land shall not be subject to the conveyance tax imposed under said section 12. For each tax year, the roll-back tax shall be an amount equal to the difference, if any, between the taxes paid or payable for that tax year in accordance with this chapter and the taxes that would have been paid or payable in that tax year had the land been valued, assessed and taxed without regard to those provisions. If, at the time during a tax year when a change in land use has occurred, the land was not then valued, assessed and taxed under the provisions of this chapter, then such land shall be subject to roll-back taxes only for such of the five immediately preceding years in which the land was valued, assessed and taxed thereunder. In determining the amount of roll-back taxes on land which has undergone a change in use, the board of assessors shall have ascertained the following for each of the roll-back tax years involved:

- (a) The full and fair value of such land under the valuation standard applicable to other land in the city or town;
- (b) The amount of the land assessment for the particular tax year;
- (c) The amount of the additional assessment on the land for the particular tax year by deducting the amount of the actual assessment on the land for that year from the amount of the land assessment determined under subsection (a); and,
- (d) The amount of the roll-back tax for that tax year by multiplying the amount of the additional assessment determined under subsection (c) by the general property tax rate of the city or town applicable for that tax year.

Roll-back taxes will be subject to a simple interest rate of 5 per cent per annum. Land which

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE IX** TAXATION**CHAPTER 61A** ASSESSMENT AND TAXATION OF AGRICULTURAL AND HORTICULTURAL LAND**Section 12** Sale of land or change of use; liability for conveyance tax; exemptions

Section 12. Any land in agricultural, horticultural or agricultural and horticultural use which is valued, assessed and taxed under the provisions of this chapter, if sold for other use within a period of ten years from the date of its acquisition or the earliest date of its uninterrupted use by the current owner in agriculture or horticulture, whichever is earlier, shall be subject to a conveyance tax applicable to the total sales price of such land, which tax shall be in addition to such taxes as may be imposed under any other provision of law. Said conveyance tax shall be at the following rate: ten per cent if sold within the first year of ownership; nine per cent if sold within the second year of ownership; eight per cent if sold within the third year of ownership; seven per cent if sold within the fourth year of ownership; six per cent if sold within the fifth year of ownership; five per cent if sold within the sixth year of ownership; four per cent if sold within the seventh year of ownership; three per cent if sold within the eighth year of ownership; two per cent if sold within the ninth year of ownership; one per cent if sold within the tenth year of ownership. Notwithstanding the previous sentence, no conveyance tax shall be assessed if the land involved, or a lesser interest in that land, is acquired for a natural resource purpose by the city or town in which it is situated, by the commonwealth or by a nonprofit conservation organization, but if any portion of the land is sold or converted to commercial, residential or industrial use within 5 years after acquisition by a nonprofit conservation organization, the conveyance tax shall be assessed against the nonprofit conservation organization in the amount that would have been assessed at the time of acquisition of the subject parcel by the nonprofit conservation organization had that transaction been subject to a conveyance tax. The conveyance tax shall be assessed on only that portion of land on which the use has changed. No conveyance tax shall be imposed under the provisions of this section following the end of the tenth year of ownership. Said conveyance tax shall be due and payable by the grantor at the time of transfer of the property by deed or other instrument of conveyance and shall be payable to the tax collector of the city or town in which the property is entered upon the tax list. In the case of taking by eminent domain, the value of the property taken shall be determined in accordance with chapter 79, and the amount of conveyance tax, if any, shall be added to that amount as an added value. If there is filed with the board of assessors an affidavit by the purchaser that the land is being purchased for agricultural, horticultural or agricultural and horticultural use, no conveyance tax shall be payable by the seller by reason of the sale, but if the land is not continued in that use for at least 5 consecutive years, the purchaser shall be liable for any conveyance tax that

would have been payable on the sale as a sale for other use. The conveyance tax shall be assessed on only that portion of land whose use has changed. Except with respect to eminent domain takings, the provisions of this section shall not be applicable to the following: mortgage deeds; deeds to or by the city or town in which such land is located; deeds which correct, modify, supplement or confirm a deed previously recorded; deeds between husband and wife and parent and child when no consideration is received; tax deeds; deeds releasing any property which is a security for a debt or other obligation; deeds for division of property between owners without monetary consideration; foreclosures of mortgages and conveyances by the foreclosing parties; deeds made pursuant to a merger of a corporation or by a subsidiary corporation to its parent corporation for no consideration other than the cancellation and surrender of capital stock of such subsidiary which do not change beneficial ownership; and property transferred by devise or otherwise as a result of death. A nonexempt transfer subsequent to any exempt transfer or transfers shall be subject to the provisions of this section. Upon such nonexempt transfer the date of acquisition by the grantor, for purposes of this section, shall be deemed to be the date of the last preceding transfer not excluded by the foregoing provisions from application of this section; except that in the case of transfer by a grantor who has acquired the property from a foreclosing mortgagee the date of acquisition shall be deemed to be the date of such acquisition. Any land in agricultural or horticultural use which is valued, assessed and taxed under the provisions of this chapter, if changed by the owner thereof to another use within a period of ten years from the date of its acquisition by said owner, shall be subject to the conveyance tax applicable hereunder at the time of such change in use as if there had been an actual conveyance, and the value of such land for the purpose of determining a total sales price shall be fair market value as determined by the board of assessors of the city or town involved for all other property. If any tax imposed under this section should not be paid, the collector of taxes shall have the same powers and be subject to the same duties with respect to such taxes as in the case of the annual taxes upon real estate, and the law in regard to the collection of the annual taxes, to the sale of land for the nonpayment thereof and to redemption therefrom shall apply to such taxes, so far as the same are applicable.

No conveyance tax will be assessed on land that meets the definition of forest land under section 1 of chapter 61 or the definition of recreational land under section 1 of chapter 61B.



Corporations Division

Business Entity Summary

ID Number: 472793030

[Request certificate](#)

[New search](#)

Summary for: SALVATION TRUST, LLC

The exact name of the Domestic Limited Liability Company (LLC): SALVATION TRUST, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 472793030

Date of Organization in Massachusetts:
01-14-2015

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 320 GREAT ROAD

City or town, State, Zip code, LITTLETON, MA 01460 USA
Country:

The name and address of the Resident Agent:

Name: DOMENIC SEBBEN, JR.

Address: 320 GREAT ROAD

City or town, State, Zip code, LITTLETON, MA 01460 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	DOMENIC SEBBEN JR	320 GREAT ROAD LITTLETON, MA 01460 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	DOMENIC SEBBEN JR	320 GREAT ROAD LITTLETON, MA 01460 USA

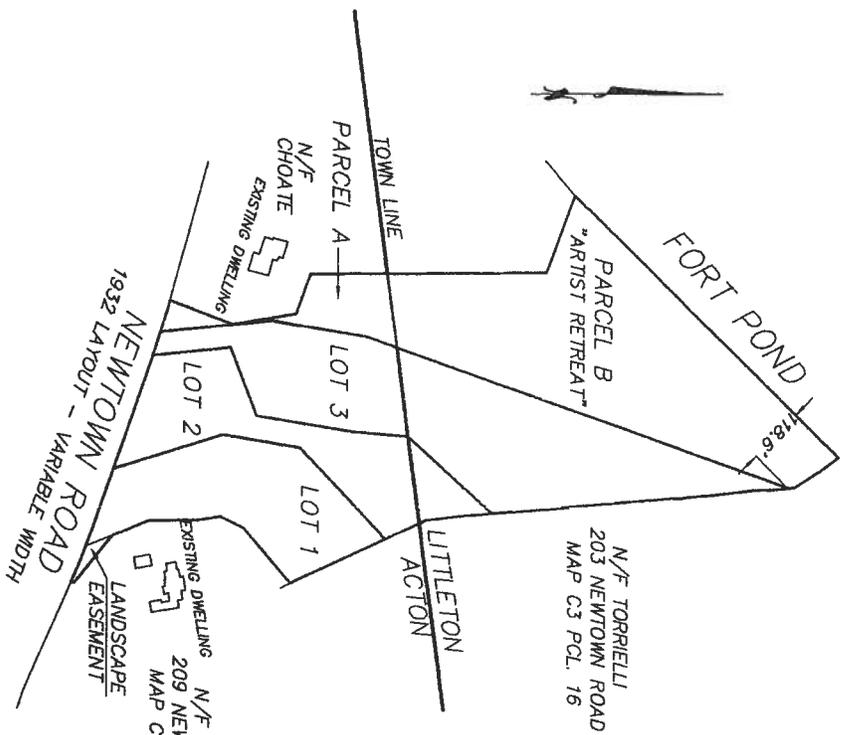
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
-------	-----------------	---------

REAL PROPERTY	DOMENIC SEBBEN JR	320 GREAT ROAD LITTLETON, MA 01460 USA	
Consent	Confidential	Merger	Manufacturing
Data		Allowed	
View filings for this business entity:			
ALL FILINGS			
Annual Report ^			
Annual Report - Professional			
Articles of Entity Conversion v			
Certificate of Amendment			
View filings			
Comments or notes associated with this business entity:			

[New search](#)

**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

TOPO	UTILITIES	STRT./ROAD	LOCATION
CURRENT OWNER HOATE ISABELLA V /O SALVATION TRUST LLC 20 GREAT RD / PO BOX 1212 LITTLETON, MA 01460 Additional Owners:	000C3 00022 00000 Other ID: Occ Perm Photo Ward Prec Sew Zone GIS ID:	SBU Hist Dist BStat P.Plan# Lot# 160 OF 2007	201 ACTON, MA VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	w/	V	SALE PRICE	V.C.
ALVATION TRUST LLC	64807/295	10/16/2015	U	V	100	1K		
HOATE ISABELLA V	20816/0365	10/12/1990	U	V	1	1A		

EXEMPTIONS		Amount	Description	Number	Amount	Comm. Int.
Year	Type	Description				
Total: 3,339 Total: 3,340 Total: 3,332						

ASSESSING NEIGHBORHOOD		STREET INDEX NAME	TRACING	BATCH
NBHD/ SUB	0001/A			
NOTES FRONTAGE 919.82 1/2/12 MLS 1,220,000				

BUILDING PERMIT RECORD		Amount	Insp. Date	% Comp.	Date Comp.	Comments
Permit ID	Issue Date	Description				
Total: 3,339 Total: 3,340 Total: 3,332						

LAND LINE VALUATION SECTION																		
B #	Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A. Disc	Acre	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	Adj. Unit Price	Land Value
1	7190	NURSERIES	R108		1.84 AC		59,627.00	1.25	6	1,000	1.00	1.00	0.00	61A	018050	61A:802	74,533.75	137,100
1	7190	NURSERIES	R108		1.16 AC		10,000.00	1.25	6	1,000	0.95	0.95	0.00	61A		61A:802	11,875.00	13,800
1	7140	ORCHARDS	R108		1.00 AC		10,000.00	1.25	6	1,000	0.95	0.95	0.00	61A		61A:811	11,875.00	11,900
1	7220	NONPRWETLD	R108		1.46 AC		10,000.00	1.25	6	1,000	0.95	0.95	0.00	61A		61A:40	11,875.00	17,300
1	7170	PROD WOOD	R108		1.33 AC		10,000.00	1.25	6	1,000	0.95	0.95	0.00	61A		61A:48	11,875.00	15,800
Total Card 1 Land Units: 6.70 AC Parcel Total 1 Land Area: 295,773 SF Total Land Value: 195,900																		

This signature acknowledges a visit by a Data Collector or Assessor
APPRAISED VALUE SUMMARY
 Appraised Bldg. Value (Card) 0
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 0
 Special Land Value 195,900
 Total Appraised Parcel Value 195,900
 Valuation Method: C
 Adjustment: 0
 Net Total Appraised Parcel Value 195,900

EXHIBIT C
DEED

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
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. Joyce
Notary Public-Justice of the Peace

Received and entered with _____, 19____, at _____ o'clock and _____ minutes _____ M.
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

Hurlan 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 10/20/57

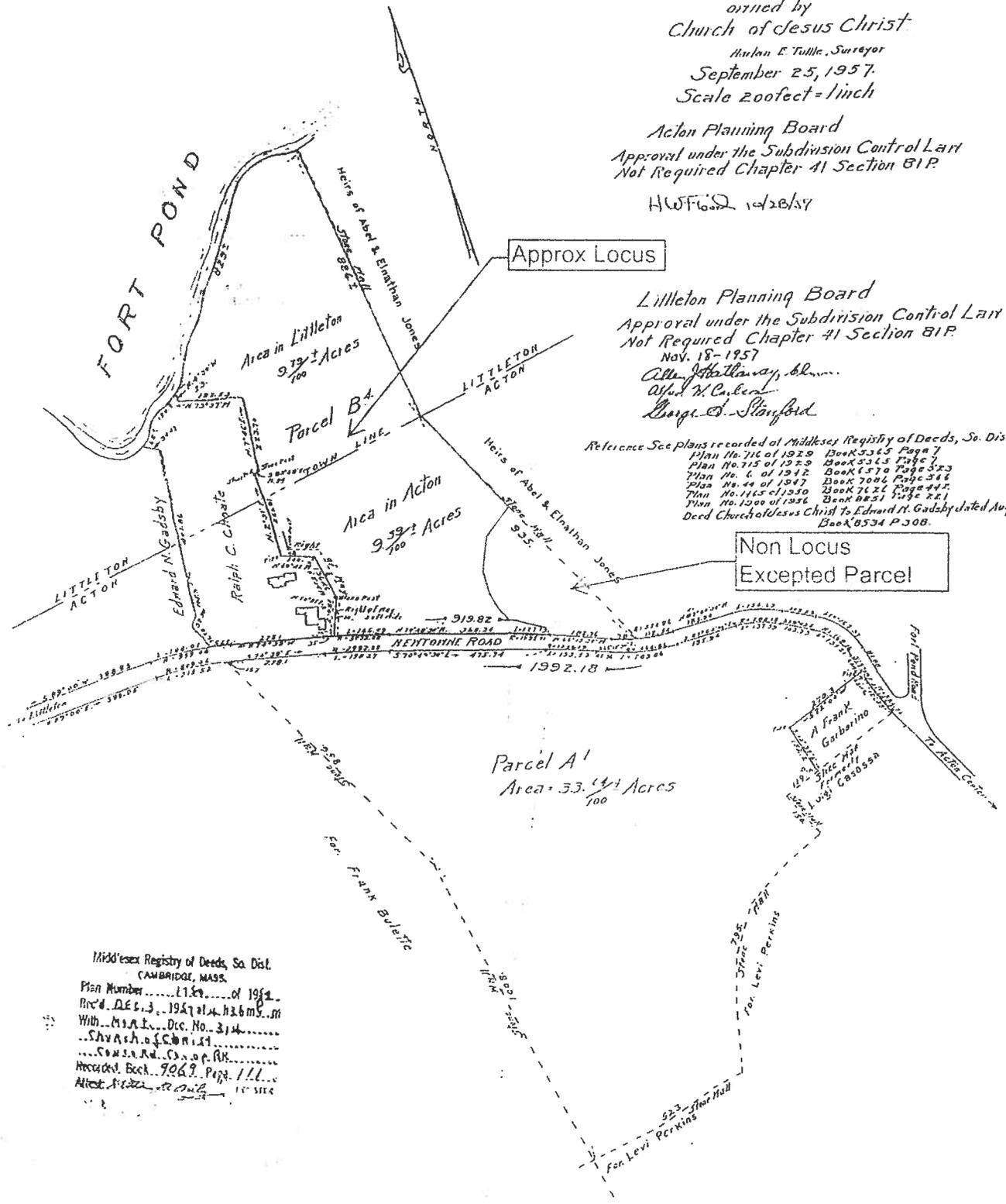
Approx Locus

Littleton Planning Board
Approval under the Subdivision Control Law
Not Required Chapter 41 Section 81P
Nov. 18-1957

Allen Mathewson, Chairman
Alfred W. Carberry
George S. Stanford

Reference See Plans recorded at Middlesex Registry of Deeds, So. Dist.
Plan No. 716 of 1929 Book 5345 Page 7
Plan No. 115 of 1929 Book 5345 Page 7
Plan No. 8 of 1942 Book 6570 Page 523
Plan No. 44 of 1947 Book 7004 Page 346
Plan No. 1165 of 1950 Book 7626 Page 447
Plan No. 1200 of 1956 Book 8651 Page 221
Deed Church of Jesus Christ to Edward H. Gadsby dated Aug 4, 1955
Book 8534 P 308.

Non Locus
Excepted Parcel



Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number.....1759.....of 1952
Rec'd. Dec. 3, 1957 at 11:36 AM
With.....Map.....Dec. No. 314
.....Survey of C. B. R. 17
.....S. 89° 00' W 199.83'
Recorded Book.....7069, Page 111
Attest: Hurlan 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

BUYER



Corporations Division

Business Entity Summary

ID Number: 472793030

[Request certificate](#)

[New search](#)

Summary for: SALVATION TRUST, LLC

The exact name of the Domestic Limited Liability Company (LLC): SALVATION TRUST, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 472793030

Date of Organization in Massachusetts:
01-14-2015

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 320 GREAT ROAD
City or town, State, Zip code, LITTLETON, MA 01460 USA
Country:

The name and address of the Resident Agent:

Name: DOMENIC SEBBEN, JR.
Address: 320 GREAT ROAD
City or town, State, Zip code, LITTLETON, MA 01460 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	DOMENIC SEBBEN JR	320 GREAT ROAD LITTLETON, MA 01460 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	DOMENIC SEBBEN JR	320 GREAT ROAD LITTLETON, MA 01460 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
-------	-----------------	---------