

# JJ Manning

— AUCTIONEERS —

**PROPERTY INFORMATION PACKAGE #25-2103**

**Mortgagee's Foreclosure AUCTION**

**2,500+/- sf, 3-Bedroom Home Under Construction**

*Lot 5 in Rocky Run PH II*

**Private Gated Community on 1.38+/- Acres**

**40 STARR LN., REHOBOTH, MA**

**Wednesday, April 9 at 11:00 am On-site**

MA Auc. Lic. #111



**JJ** Manning  
AUCTIONEERS  
**AUCTIONEER'S DISCLAIMER**

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

## TERMS AND CONDITIONS OF SALE

MORTGAGEE: Stage Point Fund, LLC  
MORTGAGOR: 40 Starr Ln., LLC  
LOCATION: 40 Starr Lane, Rehoboth MA 02769  
DATE: April 9, 2025

### TERMS OF SALE:

1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain “Mortgage” given by 40 Starr Ln., LLC to Stage Point Fund, LLC dated July 5, 2023 and recorded in the Northern Bristol Registry of Deeds on 6/7/23 in Book 28437 at Page 269, will be sold, subject to the terms and conditions in the published Notice of Sale, a copy of which is attached hereto, and those hereinafter set forth. The terms and conditions herein shall be collectively referred to as the “Agreement”.
2. The right, title, and interest conveyed to the Mortgagee in the Mortgage and sold under these terms is hereinafter referred to as the “Property”. The Property is commonly known as 40 Starr Lane, Rehoboth MA, and consists of the land and buildings described in the legal description attached to the Mortgage.
3. A deposit of **10% of the Purchase Price** (as defined in Paragraph 6 below) (the “Deposit”) in certified check or bank check shall be paid within two business days to the Auctioneer or Counsel for Mortgagee, with Fifty Thousand Dollars (\$50,000) of the Deposit (the “Initial Deposit”) immediately payable by certified check or bank check to the Auctioneer. The payment of the Initial Deposit shall be payable by any bidder who submits the winning bid.

4. If a bidder who appears to have submitted the winning bid does not, at the conclusion of the auction, pay the Initial Deposit, the Property may, at the discretion of the Auctioneer, be immediately re-auctioned, upon these terms and conditions, or offered to the next highest bidder or subsequent high bidder(s) without further notice. In such an event, said defaulting bidder is not released from any claims the Mortgagee might have against said defaulting bidder, including, but not limited to said bidder's failure to tender the entire Deposit, or for economic damages in the form of the Mortgagee's forced acceptance of a lower Purchase Price on account of said bidder's default.
5. Upon submission of the Initial Deposit, the winning bidder shall become known as the "Purchaser" under this Agreement.
6. The winning bid is subject to an auctioneer's fee of 3% in the form of a buyer's premium payable at closing. The winning bid and the 3% premium constitute the "Purchase Price."
7. The balance of the Purchase Price shall be paid in cash or by certified or bank check payable to the Mortgagee in or within thirty (30) days from the date of the auction. Mortgagee may elect to extend the closing date for an additional thirty (30) days in its sole discretion.
8. At the time of the closing described in Paragraph 7, a Foreclosure Deed, in the usual form, without covenants or warranties, will be delivered to the Purchaser on receipt of the full balance of the Purchase Price.
9. If the Purchaser fails to tender the balance of the Deposit, or the Purchase Price at the times and places above provided, the Purchaser shall be in breach of this Agreement and the Mortgagee, at its option, may take any action it deems suitable to dispose of the

Property, including, but limited to, offering the Property to the next highest bidder or subsequent high bidder(s) at the original sale which is ready, willing, and able to comply with this Agreement, without notice to the Purchaser and without previously tendering a deed to the Purchaser.

10. Any action taken by Mortgagee in response to a breach of this Agreement by the Purchaser shall not, however, release the Purchaser from liability for breach of contract. In case of such default, Mortgagee shall have the right, whether or not the Property is resold, to retain the Deposit, or any portion thereof, either as liquidated damages, or as security for the payment by the Purchaser of additional damages to which the Mortgagee may be entitled by reason of Purchaser's default, as the Mortgagee may elect, without prejudice to any right to other or further damage or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
11. The risk of loss shall pass to the Purchaser upon payment of the Initial Deposit and, therefore, it is the Purchaser's obligation to produce fire and casualty insurance on the Property effective as of the time of the acceptance of the Initial Deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the Purchaser shall remain obligated to pay the full balance of the Purchase Price.
12. This sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.

13. This sale is subject to any and all restrictions, easements and existing encumbrances of record prior to the Mortgage, if any there be, insofar as the same are still in force and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.
14. The Purchaser shall be responsible for the documentary deed stamps which are required to be affixed to the deed.
15. The Property is sold AS IS. The sale is made without representations, warranties or guaranties concerning the condition of the Property. The Purchaser has not relied upon any purported representations by Auctioneer or Mortgagee of any sort whatsoever concerning the Property. Any personal property remaining on the Property is the responsibility of the successful bidder.
16. The Purchaser shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties or representations regarding the property's current compliance with any state or local regulations or laws.
17. Should Mortgagee elect not to convey the Property in its sole discretion, Purchaser's sole remedy under this Agreement shall be the return of any Deposit it has paid at the time of Mortgagee's election.
18. Time is of the essence with respect to the closing provided herein.

\_\_\_\_\_  
AUCTIONEER

PLYMOUTH, MASSACHUSETTS

April 9, 2025

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In consideration of the acceptance of my bid by JJ Manning, Auctioneer, I hereby agree to pay the sum of (\_\_\_\_\_ Dollars) (\$\_\_\_\_\_.00), which is my winning bid of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) plus a buyer's premium of 3%, which is \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for the real estate described in the attached Notice of Sale, purchased by me this 9th day of April, 2025 at Public Auction, of which sum I agree to pay to Auctioneer or Mortgagee 10% as a Deposit within the next two business days, of which the Deposit Fifty of Thousand Dollars (\$50,000) I have paid this day; and I agree to comply with the terms and conditions of sale set forth above and in the notice of sale.

PURCHASER:

\_\_\_\_\_

COUNSEL FOR MORTGAGEE:

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Patrick J. McDonald, Esq.  
ROBERTS, CARROLL, FELDSTEIN  
& PEIRCE INCORPORATED  
Ten Weybosset Street  
Providence, RI 02903  
(401) 521-7000 FAX (401) 521-1328  
[pmcdonald@rcfp.com](mailto:pmcdonald@rcfp.com)

IN THE PRESENCE OF:

\_\_\_\_\_

Purchaser Information:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Title will vest in:

\_\_\_\_\_



**MORTGAGEE'S SALE OF REAL ESTATE**

40 Starr Lane  
Rehoboth, Massachusetts 02769

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 40 Starr Ln., LLC to Stage Point Fund, LLC dated July 5, 2023 and recorded with the Northern Bristol County Registry of Deeds, Book 28437, Page 269 of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at April 9, 2025 at 11:00am, on the mortgaged premises at 40 Starr Lane, Rehoboth, Massachusetts hereinafter described all and singular the premises described in said mortgage,

To wit:

That certain lot or parcel of land with all the buildings and improvements thereon, situated in the Town of Rehoboth, County of Bristol, Commonwealth of Massachusetts designated as Lot Numbered 5 on plan entitled, "DEFINITIVE SUBDIVISION PLAN FOR JPF FAMILY LIMITED PARTNERSHIP JOHN P. FERREIRA, TRUSTEE (APPLICANT) 71 FALL RIVER AVENUE REHOBOTH, MA 02769 "ROCKY RUN-PHASE 2" at Pleasant Street Rehoboth, MA 02769", which said plan is recorded with the Bristol County Northern District Registry of Deeds in Plan Book 457 at Page 40.

FOR REFERENCE PURPOSES ONLY:  
40 STARR LANE  
REHOBOTH MA 02769

For Title see Book 26122 Page 219.

Said premises will be sold subject to any and all restrictions, easements, and existing encumbrances of record prior to the mortgage, if any there be, insofar as the same are still in force and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.

Terms of Sale:

Fifty Thousand Dollars (\$50,000) initial deposit in certified check, or bank check is required to bid at time and place of sale with an additional Ten Percent (10%) deposit due within two business days of the sale. The balance of the purchase price shall be paid in or within thirty (30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or warranty, will be delivered on receipt of the full balance of the purchase price. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale. In the event of error in this publication, the description of the premises contained in said mortgage shall control.

Other terms to be announced at the sale.

Stage Point Fund, LLC  
By its Attorneys,

/s/ Patrick J. McDonald  
Patrick J. McDonald, Esq.  
ROBERTS, CARROLL, FELDSTEIN  
& PEIRCE INCORPORATED  
Ten Weybosset Street  
Providence, RI 02903  
(401) 521-7000 FAX (401) 521-1328

(Publish: Taunton Daily Gazette  
March 18, March 25, and April 1, 2025)

5694-70/#4007208

State Tax Form 290  
 Certificate: 2491  
 Issuance Date: 03/25/2025

MUNICIPAL LIEN CERTIFICATE  
 TOWN OF REHOBOTH  
 COMMONWEALTH OF MASSACHUSETTS

Requested by ROBERTS CARROLL FELDSTEIN & PEIRCE  
 10 WEYBOSSET STREET  
 PROVIDENCE, RI 02903

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 03/25/2025 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0000400039

40 STARR LN

40 STARR LN LLC  
 43 LEAHY DR  
 BRISTOL

RI 02809

Land area	:	1.37 AC
Land Value	:	246,200
Impr Value	:	560,700
Land Use	:	0
Exemptions	:	0
Taxable Value:	:	806,900

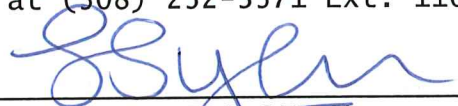
Deed date: 07/22/2020 Book/Page: 2612/219

Class: 101-SINGLE FAMILY

FISCAL YEAR	2025	2024	2023
DESCRIPTION			
CPA SURTAX	\$89.97	\$67.30	\$65.13
REAL ESTATE TAX	\$8,996.94	\$6,729.66	\$6,512.59
TOTAL BILLED:	\$9,086.91	\$6,796.96	\$6,577.72
Charges/Fees	\$ .00	\$10.00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	-\$6,806.96	-\$6,577.72
Interest to 03/25/2025	\$302.21	\$ .00	\$ .00
TOTAL BALANCE DUE:	\$9,389.12	\$ .00	\$ .00
TOTAL TAX INTEREST PER DIEM:	\$2.4100		

The Town of Rehoboth taxes on a quarterly basis: Preliminary taxes are due August 1 and November. Actual Taxes are due February 1 and May 1.

To obtain general information about this Municipal Lien Certificate or Tax Title please contact the Treasurer/Collector office at (508) 252-3571 Ext. 116.

  
 LISA DIAS-CABRAL  
 TREASURER/COLLECTOR  
 Asst. Treasurer

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

# Rocky Run II Gated Community

## 2,500± sf Dream Home Under Construction

### With Attached 3-Car Garage on 1.38± Acres

## 40 Starr Ln, Rehoboth, MA



BOUNDARIES APPROXIMATE © Pictometry.com



Gated Community



3-Car Garage



## Auction: Wednesday, April 9 at 11am On-site

Rocky Run II is a gated enclave of 30± home sites with 2 ponds offering proximity to golf, stables, beaches, conservation, parks, shopping, dining, entertaining & a variety of cultural events year-round. With easy access to Routes 6, 24, 118 & I-195, 20± minutes to downtown Fall River, Providence & TF Green International Airport.

**Parcel ID:** 4-39

**Site Area:** 1.38± acres (60,000± sf)

**Site Plan Ref:** Bristol N County Plan Book 457/235 (Lot 5)

**Gross Living Area:** 2,500± sf per Assessor

**Design:** 1-story contemporary ranch planned as 3BR, 3BA with full walk-out basement, covered front entry porch

**Garage:** Attached 3-car

**Driveway:** Paved

**Planned Utilities:** Private water & sewer, underground electric

**Terms of Sale:** 10% certified deposit of which \$50,000 in certified or bank check at this Mortgagee's Foreclosure auction & remainder of 10% within 2 business days. Balance in 30 days. 3% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not

guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

# JJManning

— AUCTIONEERS —

Property Information & Full Terms at:

[www.JJManning.com](http://www.JJManning.com)

**800.521.0111**

179 Old King's Hwy, Yarmouth Port, MA 02675

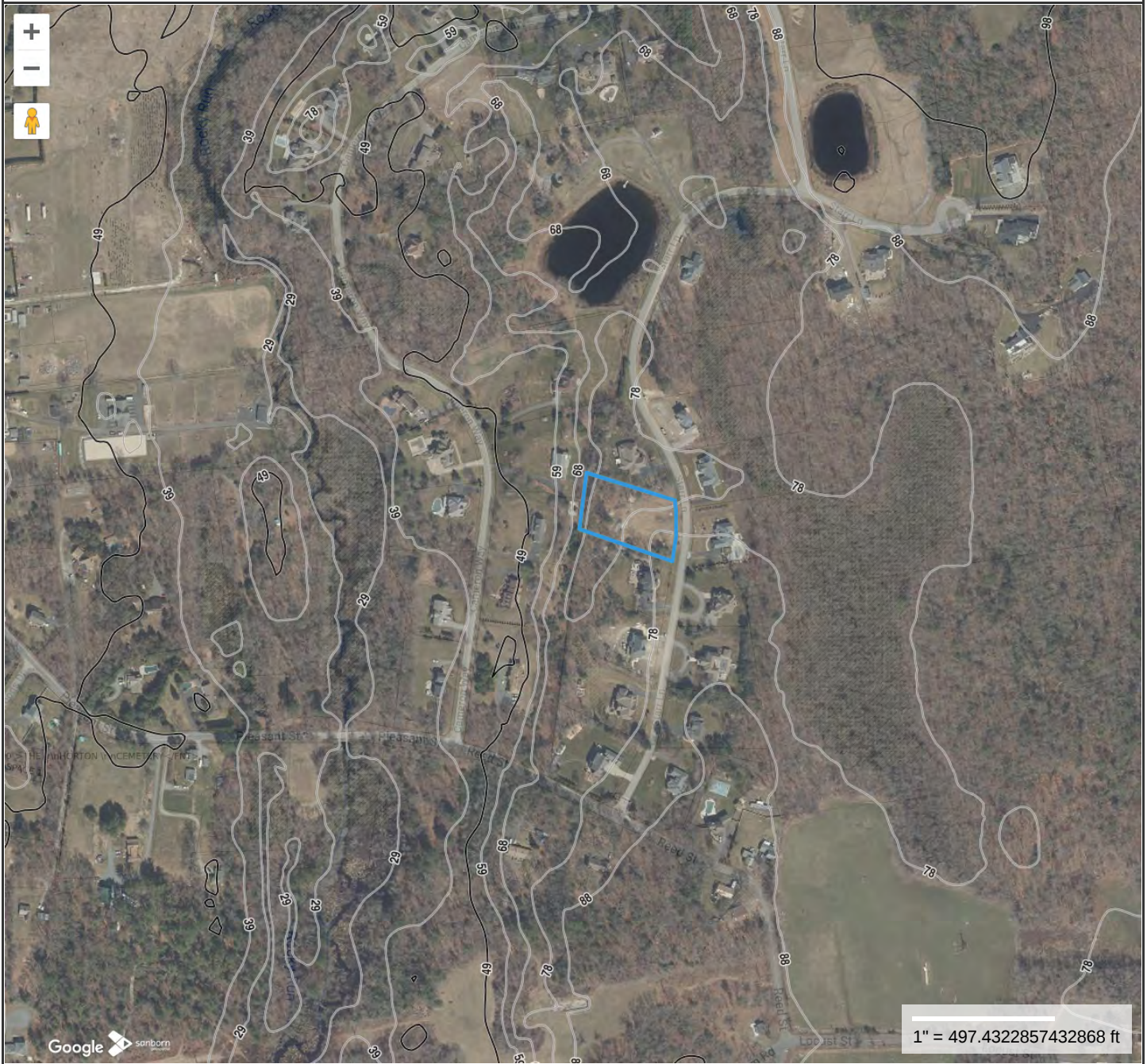


MA Auc Lic 111 • Brochure 1826 • Ref 25-2103





### Aerial-Topo-GIS 40 Starr Ln, Rehoboth, MA



**Property Information**

**Property ID** 4-39  
**Location** 40 STARR LN  
**Owner** 40 STARR LN LLC



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**



Town of Rehoboth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/28/2022  
Data updated 06/28/2022

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

## Map Theme Legends

### Topography



-  Intermediate Contour
-  Index Contour

















# Map Theme Legends







## Topography

-  Intermediate Contour
-  Index Contour

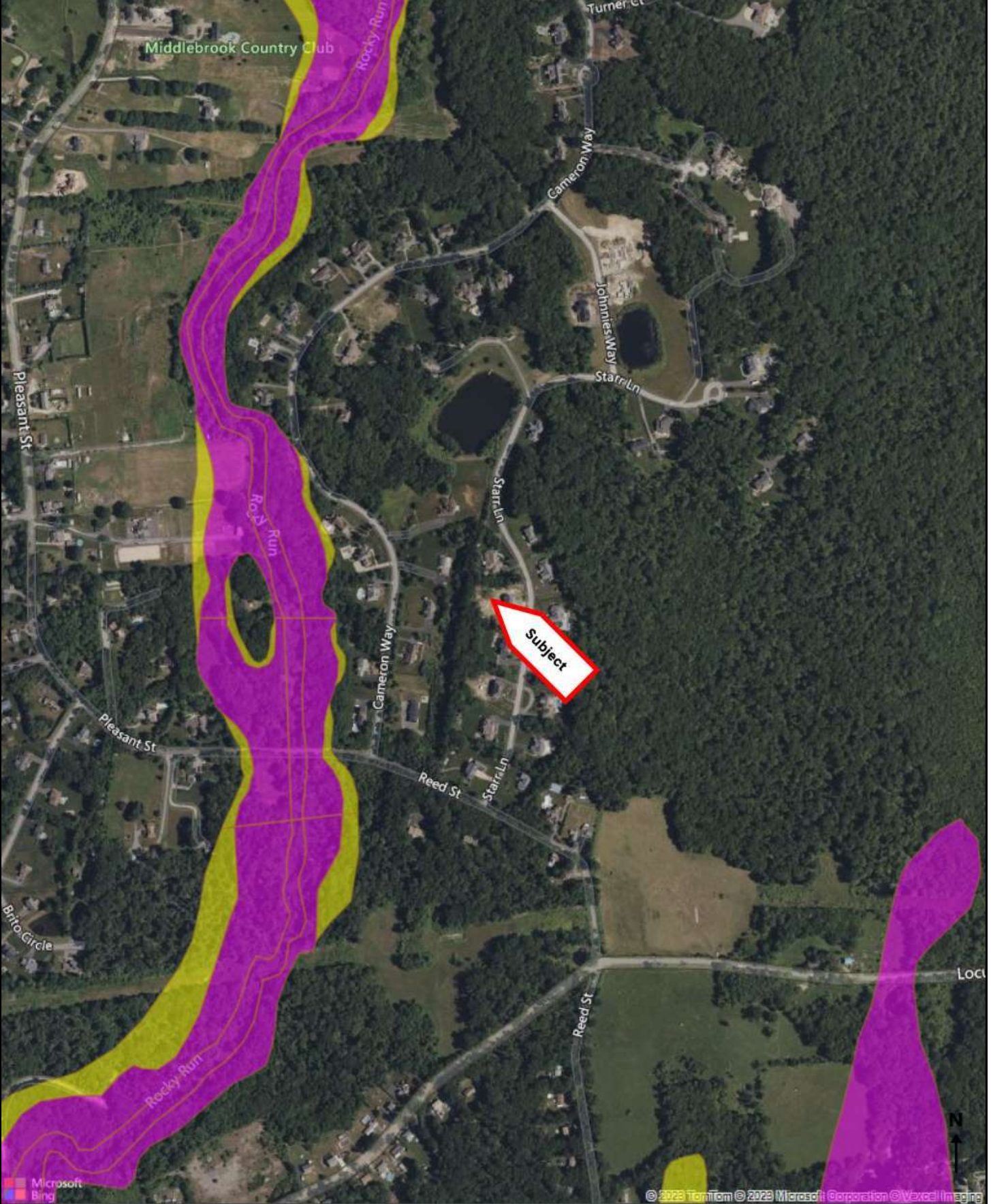
## MassGIS: DEP Wetlands (2005)

	SHORELINE
	HYDROLOGIC CONNECTION
	MEAN LOW WATER LINE
	WETLAND LIMIT
	CLOSURE LINE
	RESERVOIR (WITH PWSID)
	MARSH/BOG
	WOODED MARSH
	CRANBERRY BOG
	SALT MARSH
	TIDAL FLATS
	BEACH/DUNE

## Water Resource Protection

	Watershed
	Zone II Wellhead Protection Areas
	Interim Wellhead Protection Area
	Surface Water Protection Zones
	ZONE A
	ZONE B
	ZONE C
	MassGIS

[MassGIS: MassDEP Wetlands \(2005\)](#)



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**Flood Zones**

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

**Flood Zone Determination**

**Latitude:** 41.781483  
**Longitude:** -71.235790  
**Community Name:**  
 REHOBOTH, TOWN OF  
**Community:** 250062  
**SFHA (Flood Zone):** No  
**Within 250 ft. of multiple flood zones:** No  
**Zone:** X **Map #:** 25005C0236F  
**Panel:** 0236F **Panel Date:** 07/07/2009  
**FIPS Code:** 25005 **Census Tract:** 6332

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

45740



REHOBOTH COUNTY  
 REGISTERED OFFICE OF RECORDS  
 PLAN NO. 45740  
 RECORDING DATE: 3/24/2011  
 TIME: 12:53 pm  
 OFFICE: [Signature]  
 REGISTERED OFFICE

RECORDS  
 -RECORDS OF RECORDS-  
 TO FURTHER SUBDIVISION ALLOWED  
 LOT 31  
 TRACT 4 ac. ±  
 18.14 ACRES  
 NET A RESERVE LOT  
 AT THE END  
 PER 31.2002

NOTES  
 LOT 30 AND 31 IS A DIVISION OF LOTS 3, 3A, AND 33 OF MAP A  
 DEED REFERENCE:  
 LOT 3 - 98-0049 P. 102  
 LOT 31 - 98-0049 P. 122  
 LOT 33 - 98-0049 P. 43  
 LOCAL BOYS AND GIRLS WITH THE DESIGNATED PROTECTION  
 ORDER OF SERVICE: FOR THE ABOVE REFERRED PROTECTION AREA  
 OR BOUNDARY ZONE, MAP A  
 THE PROPERTY IS NOT LOCATED IN A 100-FEET FLOOD - ZONE A  
 FLOOD HAZARD ZONING MAP (2003/2004) AS SHOWN.  
 PROTECTED PROPERTY USE INFORMATION IS THE RESULT OF AN  
 AERIAL PHOTO SURVEY.  
 ALL DEVELOPMENT PROPOSED SHALL BE IN ACCORD WITH THE  
 PROTECTIVE USE OF THE PROPERTY DEPARTMENT SHALL BE FOLLOWING  
 EXISTING LOT IS IN EXISTING EXISTING PROTECTION, HAZARDOUS, AND  
 EXISTING  
 PLAN REFERENCE:  
 PLAN 98-0049 - 100-0049 BY GUYARD, WOOD & HARRINGTON,  
 ARCHITECTS/ENGINEERS, 1000 WYOMING ST., LITTLE ROCK, AR.  
 ORIGINAL FOR ZONING DEPARTMENT, REHOBOTH, MASSACHUSETTS, AND BUREAU  
 OF RECORDS - 100-0049  
 ORIGINAL FILED IN REHOBOTH  
 RECORDS SECTION - 100-0049 - 30  
 100-0049 - 31  
 100-0049 - 33

CLUMP TABLE

CLUMP	CLUMP NUMBER	CLUMP AREA
1	1	1.00
2	2	1.00
3	3	1.00

LINE TABLE

LINE	LENGTH	BEARING
1	1.00	N 00° 00' 00" E
2	1.00	N 00° 00' 00" E
3	1.00	N 00° 00' 00" E
4	1.00	N 00° 00' 00" E
5	1.00	N 00° 00' 00" E
6	1.00	N 00° 00' 00" E
7	1.00	N 00° 00' 00" E
8	1.00	N 00° 00' 00" E
9	1.00	N 00° 00' 00" E
10	1.00	N 00° 00' 00" E
11	1.00	N 00° 00' 00" E
12	1.00	N 00° 00' 00" E
13	1.00	N 00° 00' 00" E
14	1.00	N 00° 00' 00" E
15	1.00	N 00° 00' 00" E
16	1.00	N 00° 00' 00" E
17	1.00	N 00° 00' 00" E
18	1.00	N 00° 00' 00" E
19	1.00	N 00° 00' 00" E
20	1.00	N 00° 00' 00" E
21	1.00	N 00° 00' 00" E
22	1.00	N 00° 00' 00" E
23	1.00	N 00° 00' 00" E
24	1.00	N 00° 00' 00" E
25	1.00	N 00° 00' 00" E
26	1.00	N 00° 00' 00" E
27	1.00	N 00° 00' 00" E
28	1.00	N 00° 00' 00" E
29	1.00	N 00° 00' 00" E
30	1.00	N 00° 00' 00" E
31	1.00	N 00° 00' 00" E
32	1.00	N 00° 00' 00" E
33	1.00	N 00° 00' 00" E

LOT SUMMARY TABLE

LOT NO.	AREA	BEARING	LENGTH	WIDTH	PERCENT
1	1.00	N 00° 00' 00" E	1.00	1.00	100%
2	1.00	N 00° 00' 00" E	1.00	1.00	100%
3	1.00	N 00° 00' 00" E	1.00	1.00	100%
4	1.00	N 00° 00' 00" E	1.00	1.00	100%
5	1.00	N 00° 00' 00" E	1.00	1.00	100%
6	1.00	N 00° 00' 00" E	1.00	1.00	100%
7	1.00	N 00° 00' 00" E	1.00	1.00	100%
8	1.00	N 00° 00' 00" E	1.00	1.00	100%
9	1.00	N 00° 00' 00" E	1.00	1.00	100%
10	1.00	N 00° 00' 00" E	1.00	1.00	100%
11	1.00	N 00° 00' 00" E	1.00	1.00	100%
12	1.00	N 00° 00' 00" E	1.00	1.00	100%
13	1.00	N 00° 00' 00" E	1.00	1.00	100%
14	1.00	N 00° 00' 00" E	1.00	1.00	100%
15	1.00	N 00° 00' 00" E	1.00	1.00	100%
16	1.00	N 00° 00' 00" E	1.00	1.00	100%
17	1.00	N 00° 00' 00" E	1.00	1.00	100%
18	1.00	N 00° 00' 00" E	1.00	1.00	100%
19	1.00	N 00° 00' 00" E	1.00	1.00	100%
20	1.00	N 00° 00' 00" E	1.00	1.00	100%
21	1.00	N 00° 00' 00" E	1.00	1.00	100%
22	1.00	N 00° 00' 00" E	1.00	1.00	100%
23	1.00	N 00° 00' 00" E	1.00	1.00	100%
24	1.00	N 00° 00' 00" E	1.00	1.00	100%
25	1.00	N 00° 00' 00" E	1.00	1.00	100%
26	1.00	N 00° 00' 00" E	1.00	1.00	100%
27	1.00	N 00° 00' 00" E	1.00	1.00	100%
28	1.00	N 00° 00' 00" E	1.00	1.00	100%
29	1.00	N 00° 00' 00" E	1.00	1.00	100%
30	1.00	N 00° 00' 00" E	1.00	1.00	100%
31	1.00	N 00° 00' 00" E	1.00	1.00	100%
32	1.00	N 00° 00' 00" E	1.00	1.00	100%
33	1.00	N 00° 00' 00" E	1.00	1.00	100%



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROFESSIONAL  
 STANDARDS OF A REGISTERED PROFESSIONAL LAND SURVEYOR.  
 REGISTERED LAND SURVEYOR: [Signature] DATE: [Date]  
 I HEREBY CERTIFY THAT THE ACTUAL SURVEY AND WORK OF THE SURVEYOR IS  
 ACCORDANCE WITH THE STANDARDS OF A REGISTERED PROFESSIONAL LAND SURVEYOR.  
 REGISTERED LAND SURVEYOR: [Signature] DATE: [Date]



Legend  
 STONE WALL  
 UTILITY PIPE  
 NEW/EXISTING CURB  
 NEW/EXISTING FENCE  
 CONCRETE BOARD (20' x 40')

I HEREBY CERTIFY THAT THERE HAS BEEN NO OTHER TOWN OR  
 STATE RECORDS WHICH CONTRADICT THE SURVEYOR'S RECORDS.  
 [Signature]  
 DATE: [Date]

REBOOTH PLANNING BOARD  
 [Signature]  
 DATE: [Date]

DEFINITIVE SUBDIVISION PLAN FOR  
**JFF FAMILY LIMITED PARTNERSHIP**  
 JOHN P. FERRELL TRUSTED APPLICANT  
 71 FALL RIVER AVENUE  
 REHOBOTH, MA 01970

**"Rocky Run-Phase 2"**  
 OF  
 PLEASANT STREET  
 REHOBOTH, MA 01970

A.P. 4 LOTS 3, 3A, AND 33

PLEASANT STREET

SCALE: 1" = 80' DRAWN BY: GA [Signature] DATE: 3/23/11

**INSITE**  
 ENGINEERS ARCHITECTS  
 1000 W. 10TH STREET, SUITE 100  
 REHOBOTH, MA 01970  
 TEL: 508-291-1100

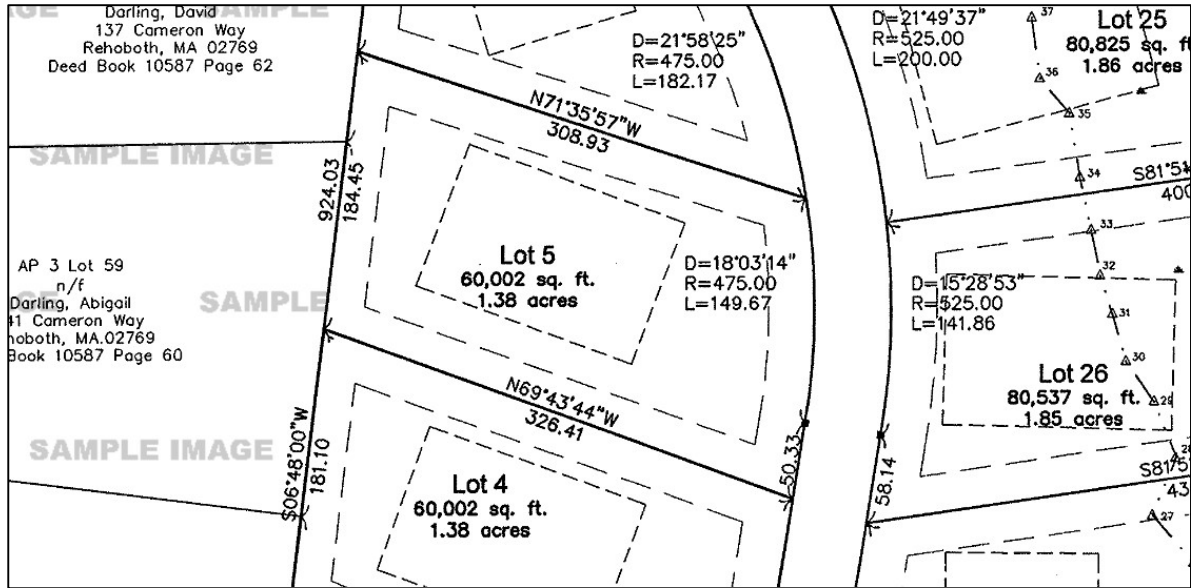
PLANNING BOARD APPROVED: [Signature] DATE: [Date]

REGISTERED PROFESSIONAL LAND SURVEYOR: [Signature] DATE: [Date]

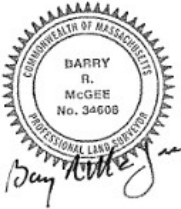
PLANNING BOARD APPROVED: [Signature] DATE: [Date]

Excerpts of Subdivision Plan Follow





Lot	Area (sq. ft.)	Area (Acres)	Perimeter (ft.)	Proposed Lot	Area (sq. ft.)	Area (Acres)	Perimeter (ft.)
L5	20.23		S22°12'36"W	PROPOSED LOT 4	60,002 SF	-	-
L6	20.00		N30°56'45"E	PROPOSED LOT 5	60,002 SF	-	-
L7	83.07		N59°03'15"W	PROPOSED LOT 6	60,961 SF	-	-
L8	80.00		N59°03'15"W	PROPOSED LOT 7	128,256 SF	42,187 SF	-
L9	20.00		N52°53'21"W	PROPOSED LOT 8	139,291 SF	58,106 SF	-
L10	105.88		S37°06'39"W	PROPOSED LOT 9	71,470 SF	18,827 SF	-
L11	97.83		S37°06'39"W	PROPOSED LOT 10	84,618 SF	28,652 SF	-
L12	331.98		S10°36'25"E	PROPOSED LOT 11	60,368 SF	8,053 SF	-
L13	10.02		S83°04'08"W	PROPOSED LOT 12	61,436 SF	-	-
L14	330.07		N10°36'25"W	PROPOSED LOT 13	61,045 SF	-	-
L15	22.10		N47°21'10"W	PROPOSED LOT 14	62,828 SF	-	-
L16	64.87		S78°38'38"W	PROPOSED LOT 15	62,439 SF	10,869 SF	-
L17	249.82		N50°59'01"W	PROPOSED LOT 16	60,001 SF	17,789 SF	-
L18	137.80		N25°49'06"E	PROPOSED LOT 17	60,128 SF	-	-
L19	303.83		N48°11'42"E	PROPOSED LOT 18	62,364 SF	-	-
L20	167.35		S59°23'43"E	PROPOSED LOT 19	69,827 SF	-	-
L21	104.02		S28°28'36"W	PROPOSED LOT 20	70,609 SF	26,111 SF	-
L22	148.30		S30°32'22"W	PROPOSED LOT 21	111,658 SF	59,127 SF	-
L23	42.53		N46°20'32"W	PROPOSED LOT 22	66,871 SF	45,378 SF	-
				PROPOSED LOT 23	100,778 SF	69,375 SF	-
				PROPOSED LOT 24	88,821 SF	62,025 SF	-
				PROPOSED LOT 25	80,825 SF	56,437 SF	-
				PROPOSED LOT 26	80,537 SF	49,464 SF	-
				PROPOSED LOT 27	75,644 SF	29,412 SF	-
				PROPOSED LOT 28	60,004 SF	-	-
				PROPOSED LOT 29	60,002 SF	-	-
				PROPOSED LOT 30	60,002 SF	-	-
				PROPOSED LOT 31	790,174 SF	642,000 SF	-
				OPEN SPACE - 1	108,543 SF	-	-
				OPEN SPACE - 2	83,577 SF	58,617 SF	-



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE MASSACHUSETTS BOARD OF REGISTRATION OF PROFESSIONAL LAND SURVEYORS STANDARDS.

Barry R. McGee 05/02/07  
REGISTERED LAND SURVEYOR DATE

I HEREBY CERTIFY THAT THE ACTUAL SURVEY WAS MADE ON THE GROUND IN ACCORDANCE WITH TOWN OF REHOBOTH PLANNING BOARD AND STATE STANDARDS.

Barry R. McGee 05/02/07  
REGISTERED LAND SURVEYOR DATE

Legend  
STONE WALL



LOCATION MAP (1" = 2000')

BRISTOL COUNTY  
NORTHERN DISTRICT  
REGISTRY OF DEEDS  
TAUNTON, MA

PLAN BOOK 457 PAGE 40  
RECEIVED 5-24- 2007  
TIME: 12:49pm

ATTEST: Barry J. Connel  
REGISTER OF DEEDS

**NOTES**

LOT SHOWN IS A DIVISION OF LOTS 3, 3A, AND 33 ON AP 4.

**DEED REFERENCE:**

- LOT 3 - BK. 9041 P. 1091
- LOT 3A - BK. 11006 P. 132
- LOT 33 - BK. 8506 P. 63

LOCUS DOES NOT LIE WITHIN THE GROUNDWATER PROTECTION DISTRICT AS DEPICTED AS THE WATER RESOURCE PROTECTION AREA ON REHOBOTH ZONING MAPS.

THE PROPERTY IS NOT LOCATED IN A 100-YEAR FLOOD - ZONE A (FIRM PANEL 2500620007A & 2500620008A) AS SHOWN.

PERIMETER PROPERTY LINE INFORMATION IS THE RESULT OF AN ACTUAL FIELD SURVEY.

ALL CONSTRUCTION STANDARDS MANDATED BY THE TOWN OF REHOBOTH AND THE MA HIGHWAY DEPARTMENT SHALL BE FOLLOWED.

EXISTING LOT IS IN ZONING DISTRICT "RESIDENCE/AGRICULTURAL AND BUSINESS"

**PLAN REFERENCE:**

PLAN ENTITLED "LAND OWNED BY CAESAR BRITO IN REHOBOTH, MASSACHUSETTS" DATED MARCH 8, 1988 BY E. OTIS DYER, R.I.S.

**CRITERIA FOR ZONING DISTRICT "RESIDENCE/AGRICULTURAL AND BUSINESS"**

- MINIMUM FRONTAGE = 200'
- MINIMUM AREA = 60,000 S.F.
- MINIMUM SETBACKS - FRONT = 30'
- SIDE = 25'
- REAR = 25'

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE May 17, 2007  
Richard J. Cotti  
TOWN CLERK, TOWN OF REHOBOTH

1. SUBJECT TO A **COVENANT** DULY EXECUTED AND RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD.

2. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED FILED WITH THE REHOBOTH TOWN CLERK ON 4-24-07 AND HEREWITHTH RECORDED AS A PART OF THIS PLAN.

**Rehoboth Planning Board**

"DEFINITIVE SUBDIVISION APPROVAL"

[Signature]  
[Signature]  
[Signature]  
[Signature]

TOWN OF REHOBOTH PLANNING BOARD

DATE APPROVED: \_\_\_\_\_

**OWNER:**

JPF Family Limited Partnership  
John P. Ferreira, Trustee  
71 Fall River Avenue  
Rehoboth, Massachusetts, 02769  
(Lots 3 and 33)  
Deed Book 9041 Page 1091  
(508) 336-5365

**OWNER:**

Nantucket Powers  
John P. Ferreira (Owner)  
71 Fall River Avenue  
Rehoboth, Massachusetts, 02769  
(Lot 3A)  
Deed Book 11006 Page 132  
(508) 336-5365

**DEFINITIVE SUBDIVISION PLAN FOR**

**JPF FAMILY LIMITED PARTNERSHIP**

**JOHN P. FERREIRA, TRUSTEE (APPLICANT)**

71 FALL RIVER AVENUE  
REHOBOTH, MA 02769

**"Rocky Run-Phase 2"**

at

PLEASANT STREET  
REHOBOTH, MA 02769

A.P. 4 LOTS 3, 3A, AND 33

PLEASANT STREET

SCALE: 1" = 80'

DRAWN BY: CEA

DATE: JAN. 24, 2007  
REV: MAY 2, 2007



PROFESSIONAL ENGINEERS  
and LAND SURVEYORS  
1539 Fall River Avenue  
InSite Professional Complex - Suite #1  
Rehoboth, Massachusetts 02771  
Phone: (508) 336-4500  
Fax: (508) 336-4508

SHEET 3 of 15

#04-110







# PHOTO GALLERY

## 40 STARR LN., REHOBOTH, MA

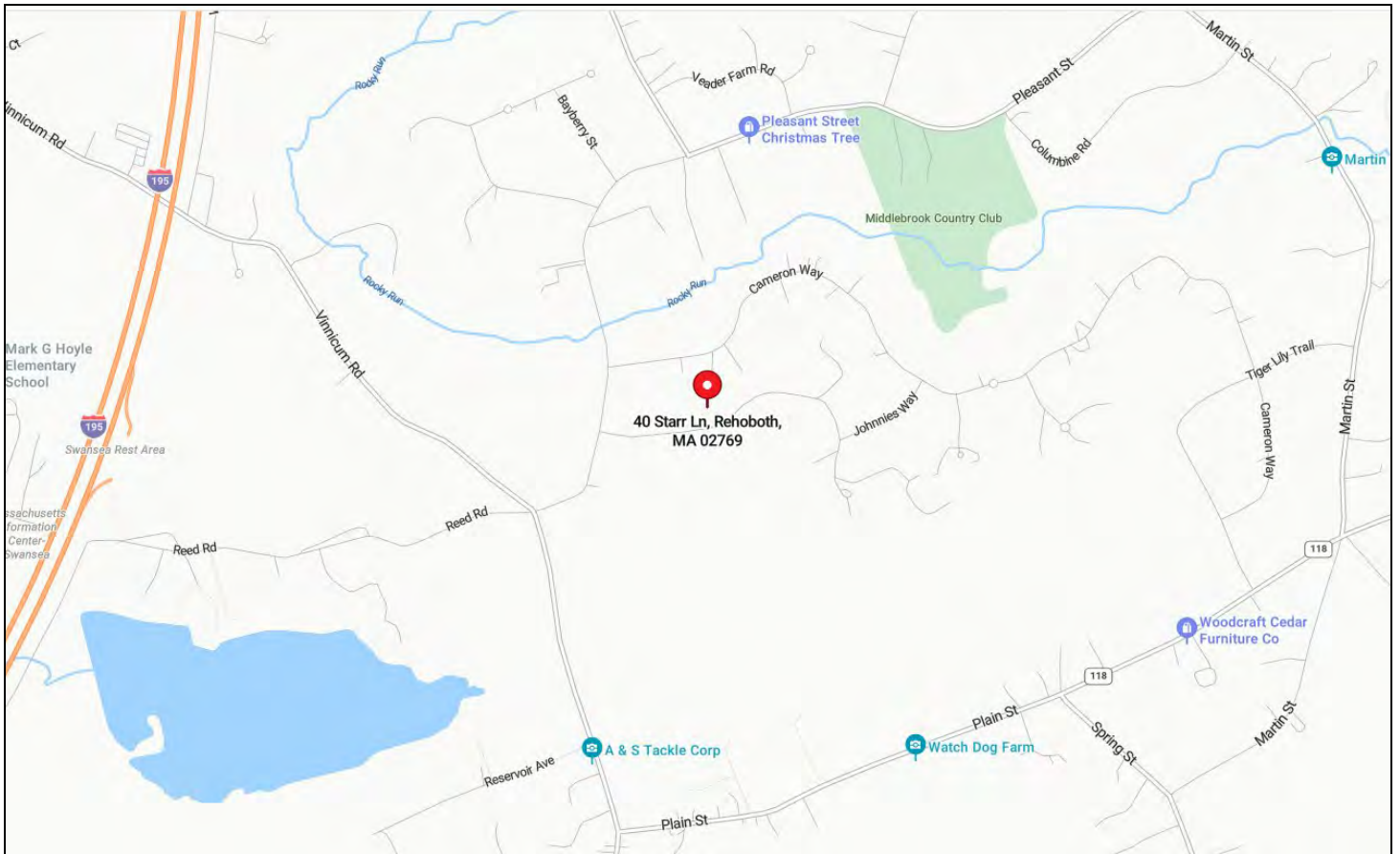
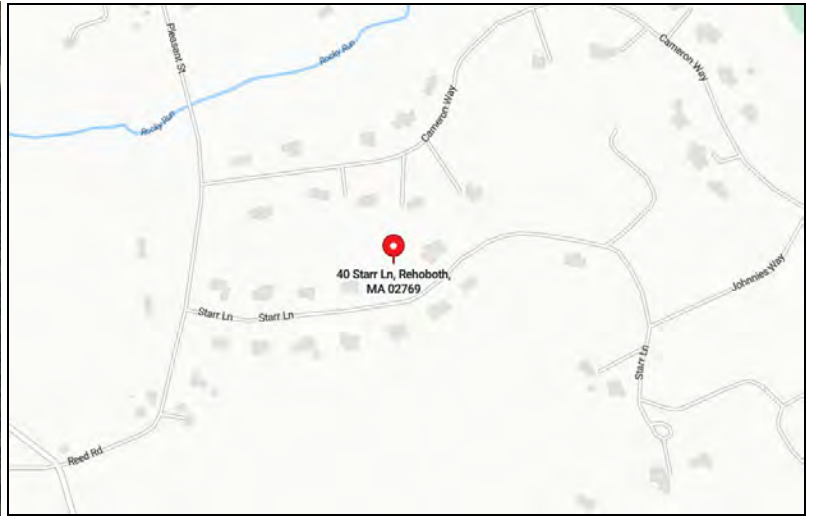






# MAP

## 40 STARR LN., REHOBOTH, MA





**THANK YOU FOR REVIEWING THE ENTIRE  
PROPERTY INFORMATION PACKAGE. WE  
LOOK FORWARD TO SEEING YOU AT THE  
AUCTION. IF YOU HAVE ANY QUESTIONS  
PLEASE DON'T HESITATE TO CONTACT US.**



**Justin Manning, CAI, AARE  
President**

**Phone: 800-521-0111**

**Fax: 508-362-1073**

**[JJManning.com](http://JJManning.com)  
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