



CITY OF NEW BEDFORD  
MASSACHUSETTS  
ENGINEERING- 508-979-1550

APPLICATION FOR  
CONSTRUCTION OF  
PAVED  
SIDEWALK/ DRIVEWAY

Traffic

Expires: 10/1/2009

Application No. 11688

Date: 10/1/2009

Property Owner: Chris Lewis

Tel: 603-231-1930

Address: 680 N Commercial St Manchester  
Street Suite 212 City

State NH

zip code 03101

The above hereby request permission to construct a paved: ☒ driveway / ☒ sidewalk  
located at 669 Shawmut Ave, plot 191, lot 63+40 in accordance  
with the terms and conditions set forth herein, and the Ordinances of the City of New Bedford.

Sidewalk Dimensions		Driveway	
<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Commercial
<input type="checkbox"/> Bituminous Concrete	<input type="checkbox"/> Concrete Full Width	<input type="checkbox"/> Relocation / Widening	<input type="checkbox"/> Curb Removal
<input checked="" type="checkbox"/> Concrete w/ Grass Ribbon	<u>5' Sid + 4' grass</u>	<input checked="" type="checkbox"/> Curb Concrete	<input type="checkbox"/> Bituminous Concrete
<input checked="" type="checkbox"/> Curb needed (Grade 6")	<u>505'</u>		

Comments: install cement concrete driveway apron 24'x20', 15'x20', 15'x20'  
12'x20' and 22'x20'

Bonded Contractor: TBA

Tel: \_\_\_\_\_

Traffic Commission:

☒ Approved ☐ Rejected 9/15/21 Date  
Kevin O'Brien Signature

Building Dept.

☐ Approved (New Building)  
☐ Approved - Bldg. Permit # \_\_\_\_\_  
☐ Rejected

Building foundation  
permit for submerging  
TB-21-101

\_\_\_\_\_  
Signature

Engineering Dept.

☐ Approved ☐ Rejected \_\_\_\_\_ Date

Permit Review

\_\_\_\_\_  
Signature

Permit / Inspection fee of \$150.00 must accompany this application.

Special Requirements:

Contractor to call 24 hrs. in advance for pre-inspection (prior to pouring). If curbing is removed, it must be returned in whole pieces within 24 hrs. to the D.P.I. City Yard on Liberty St. (btwn Parker St. & Duffee St.) accompanied with original curbing receipt. 5'x150' = \$750.00

PAID: \$ 750.00 Check # 1654

Stephanie Lempton  
Supervising Civil Engineer 44

By: Sharon J. Fox

THOMAS REYNOLDS  
Print name: (property owner/representative)  
Thomas Reynolds  
Signature: (property owner/representative)

THOMAS REMMES  
CAITLYN REMMES  
42 MOWRY STREET  
MENDON, MA 01757

54-153/114  
1656  
DATE 10-7-2021

PAY TO THE ORDER OF CITY OF NEW BEDFORD  
SEVEN HUNDRED FIFTY DOLLARS & 00/100 \$ 750.00  
DOLLARS ☐ Details on Back  
MEMO 969 SHAWMUT AVE  
Citizens Bank®  
+00114015331 3312296601 1656

Stephanie Lampton  
Supervising Civil Engineer 44

By: Amanda Lee

THOMAS REMMES  
Print name: (property owner/representative)  
Signature: (property owner/representative)  
Amanda Lee

1105 Shawmut Avenue, New Bedford, MA 02746 Telephone 508-979-1550 Fax 1-508-961-3054



MISCellaneous PAYMENT RECPT#: 3554452  
City of New Bedford  
133 William St.  
New Bedford MA 02740

DATE: 10/07/21 TIME: 14:02  
CLERK: a450mb DEPT:  
CUSTOMER#: 0

COMMENT:

CHG: DPIDRV DPI DRIVEWAY PE 750.00

REVENUE:  
1 03406000 454010 750.00

DPI - Driveway-Sidewalk Permit

CASH: 1005 101009 750.00

Cash Treasurer Dec W

AMOUNT PAID: 750.00

PAID BY: THOMAS REMMES

PAYMENT METH: CHECK  
MR1656

REFERENCE:

AMT TENDERED: 750.00  
AMT APPLIED: 750.00  
CHANGE: .00

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("the Agreement") is dated as of this 21<sup>st</sup> day of November, 2020 by and between **True Storage New Bedford, LLC** a New Hampshire limited liability company having an office at 670 Commercial Street, Suite 303, Manchester, NH 03101, hereinafter called "Manager" and **New Bedford Properties, LLC** a Massachusetts limited liability company, having an office at 670 N. Commercial St., Suite 303, Manchester, New Hampshire 03101 and **Bourne Acquisition, LLC**, a Massachusetts limited liability Company, having an office at 4 Wheat Lane, Hollis, NH 03049, **JB New Bedford, LLC** a New Hampshire limited liability company, and **2527, LLC**, a New Hampshire limited liability company having an office c/o 670 N. Commercial Street, Manchester, NH 03101 together called "Owner".

In this Agreement, New Bedford Properties, LLC, JB New Bedford, LLC, Bourne Acquisition, LLC and 2527, LLC are sometimes referred to individually as an "Owner" and collectively as the "Owners".

### WITNESSETH:

WHEREAS, the Owners are Tenancy in Common owners of the real property describe hereinbelow, and the parties desire that the Manager manage the Property on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the parties agree for themselves and their successors and assigns as follows:

### ARTICLE 1

#### The Property

1.01 The Property. That certain real property commonly known as 969 Shawmut Avenue, New Bedford, MA (the "Property"), more particularly described on Schedule A hereto. As used in this Agreement, Schedule "A" shall also mean the amended or revised property description(s) which may from time to time be under the management of Manager based upon the future renovation of the Property. The property listed on Schedule "A," which may be amended in writing from time to time, is hereby referred to as a, or the "Property," and more than one Property is referred to as "Properties." No parcel of real property shall be subject to the terms and conditions of this Agreement unless specifically listed under Schedule "A" or subsequent amendment incorporated herein.

### ARTICLE 2

#### Commencement Date

2.01 Term of Agreement; Annual Renewals. Manager's appointment under this Agreement shall begin as of January 1, 2021, and unless terminated prior thereto in accordance

- b. Other LLC members and LLC employees, officers and other persons whom the members reasonably believed to be competent in the matters in question.

7.12 No Member Liability for Actions Taken in Good Faith, Etc. No member, whether acting as a member or as a manager, shall be personally liable to the LLC or to the other members for any action or omission by the member if the member can prove that the member took that action or made that omission on an informed basis, in good faith and in the honest belief that the action or omission was in the best interest of the LLC.

7.13 Members' Right to Indemnification and Advancement of Litigation Expenses. A member, whether acting as a member or as a manager, shall be entitled:

- a. To indemnification for losses that the member incurs as a result of claims against the member by third parties because of actions and omissions as a member or manager made in good faith; and
- b. To the advancement of litigation expenses arising from such claims;

PROVIDED, that the procedures and standards applicable to such indemnifications and advancements of expenses shall be those set forth with respect to directors under the Massachusetts Business Corporation Act, 950 CMR 113.00.

7.14 Liability Insurance for Members. Whether the LLC shall maintain an insurance policy to cover member or manager liabilities arising under this Article 7 shall be determined by the affirmative vote of members holding a majority of member votes.

## Article 8 MANAGEMENT

8.1 Managers. Shane D. Brady, Arthur W. Sullivan and Christopher J. Lewis are hereby duly appointed to serve as the initial Co-Managers of the LLC. The names and addresses of the Managers shall be listed on Exhibit A and said schedule shall be amended from time to time by the Managers to reflect the resignation or removal of the Managers or the appointment of new or additional Managers pursuant to this Agreement.

## Article 9 RESERVED.

## Article 10 LLC DISSOLUTION, WINDING-UP AND LIQUIDATION; LIQUIDATION DISTRIBUTIONS

10.1 Definition of LLC Dissolution, Etc. For purposes of this Agreement, the following terms shall have the following meanings:



16.02 Consents and Approvals. Owners' consents or approvals may be given only by representatives of Owners from time to time designated in writing by Owners.

16.03 Pronouns. The pronouns used in this Agreement referring to Manager and Owners shall be understood and construed to apply whether Manager or Owners is respectively an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.

16.04 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.


16.05 State Law. This Agreement is made and executed in and shall be construed under the laws of the State of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Building Management Agreement on the day and year first above written.

Manager:  
True Storage New Bedford, LLC

By:   
Name:  
Title: Manager

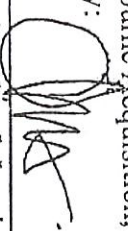
Owners:  
New Bedford Properties, LLC

By:   
Shane D. Brady, Manager

JB New Bedford, LLC

By:   
Emile Bussiere, Jr., Manager

Bourne Acquisition, LLC

By:   
Christopher J. Lewis, Member/  
Manager

2527, LLC

By:   
Kevin J. McLaughlin, Member/  
Manager