

PLAN ON BILL'S DESK IN WELBY PARK ESTATES FOLDER

CITY OF NEW BEDFORD

APPLICATION FOR LAYING BUILDING SEWER AND/OR DRAIN SERVICE

Application **Nº 21016**

permit # 22813

3-13-86
Date

To the Mayor and City Council:

06/08/1999

I hereby request that a building sewer and/or drain be laid for the premises at

N/S Welby Rd Opp. Doreen St

to connect with the sewer/drain in Welby Rd street,
the same to be laid in the street and the surface repaired as directed by the Commissioner of Public Works.

I hereby agree to pay at the office of the City Treasurer all cost of performing the above work in the manner specified, in excess of the deposit made herewith, within 10 days after the completion of the work.

It is understood and agreed that the deposit made with this application shall be applied to the payment of the cost of performing the work done, and that any excess of deposit over the cost shall be returned to me by the City Treasurer.

Witness

James Sennechal

Signature of Property Owner

Jim
(HOLDING)

1086 Robson Street Fall River 678-7658

Address

Telephone No.

Dr. W. White

Plumber's Name

Requires separate entrance
for roof water

Address

Permits to Industrial and/or Commercial Applicants:

Permits can be issued to industrial and/or commercial applicants only upon receipt by the Commissioner of Public Works of such supplemental information as may be required by him concerning the quality and quantity of the proposed wastewater discharge.

This information was submitted by

Signature of Applicant (owner)

and approved by the Commissioner of Public Works on

Date

Commissioner of Public Works

Estimate and Deposit Requirement

Office of Commissioner of Public Works, 3-13-86

My estimate of the cost of laying the building sewer and/or drain described in the above application is \$50.00

Assessed

Entrance charges

Total deposit required \$50.00

Robert J. Scuto
Commissioner of Public Works

Certificate of Issue

Office of City Clerk, 3-13-86

The above application, accompanied by City Treasurer's receipt presented this day; whereupon Permit No. 21016 was issued, and the Commissioner of Public Works notified of the same.

Janice A. Davis
City Clerk

Laid from main in street to property line.
Owner agrees to supply all necessary materials and PVC SDR 35 pipe.

Enter MH @ Welby Rd. & Doreen St.

ALL WORK MUST BE INSPECTED BY
D. P. W. INSPECTOR BEFORE BACKFILLING



**CASTONGUAY
& COMPANY, INC.**

1086 ROBESON STREET

REAL ESTATE AND INSURANCE BROKERS
FALL RIVER, MA 02720

TELEPHONE (617) 678-7658

JAMES E. HOLDING: PRESIDENT
BRUCE F. CASTONGUAY: TREASURER

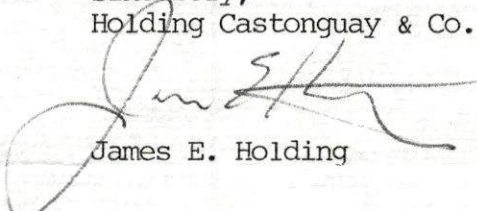
March 13, 1986

City of New Bedford
William/Purchase Street
New Bedford, MA

Dear Sirs:

This letter is to acknowledge that Holding Castonguay and Co. d/b/a as Two Hundred Realty Trut has given authority to D.W. White Construction Company to make the sewerage connection at the corner of Welby Road and Doreen Street in the City of New Bedford and furthermore to run the sewer pipe into the proposed apartment complex being constructed on plot 132 lot 6 in the City of New Bedford.

Sincerely,
Holding Castonguay & Co., Inc.


James E. Holding

JEH/pch

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Grant of Easement

Grant of Easement made this 21ST day of March, 1986, among Lee Vulgaris of 246 River Road, New Bedford, Massachusetts 02745 and Aegis, Inc., a Massachusetts corporation with its usual place of business at 50 Welby Road, New Bedford, Massachusetts 02745 (the "Grantors") and Mark L. Levin, Trustee of The Two Hundred Realty Trust under Declaration of Trust dated March 15, 1984, as amended, recorded in the Bristol County (SD) Registry of Deeds, Book 1952, Page 249, of 1086 Robeson Street, Fall River, Massachusetts 02740 (the "Grantee").

W I T N E S S E T H :

WHEREAS, Lee Vulgaris is the owner of certain premises located in New Bedford, Bristol County, Massachusetts, more particularly described in deed dated June 21, 1985, and recorded in the Bristol County (SD) Registry of Deeds, Book 1925, Page 1146; and

WHEREAS, Aegis, Inc., is the Lessee of a portion of said premises owned by Lee Vulgaris as more particularly described in a Lease Agreement dated May 3, 1985, between Lee Vulgaris and Aegis, Inc., Notice of which is recorded in said Registry in Book 1925, Page 1154; and

WHEREAS, Grantee is the owner of another parcel of land more particularly described in deed dated February 11, 1986, and recorded in said Registry in Book 1952, Page 263;

WHEREAS, the Grantee is desirous of running a sewer pipeline in and over a portion of Grantors' premises; and

WHEREAS, the Grantors have agreed, in consideration of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, to grant to the Grantee an easement to allow Grantee to establish, locate, use, operate, maintain, repair and replace a sewer pipeline across a portion of Grantors' premises.

NOW, THEREFORE, in consideration of said One Dollar (\$1.00) and other valuable consideration paid by the Grantee to the Grantors, the Grantors hereby grant unto the Grantee, its successors and assigns, an easement for the purpose of locating, establishing, constructing, using, operating, maintaining, repairing and replacing a sewer pipeline across the following described portion of Grantors' land:

Beginning at a point on the westerly side of Doreen Street in the City of New Bedford, Bristol County, Massachusetts where it intersects the northerly side of Lot 1 on a Plan entitled "Plan of Land in New Bedford, MA, prepared for Reliable Homes, Inc., Scale: 1" = 50', February 23, 1985, prepared by GHR Engineering Corporation, 75 Tarkiln Hill Road, New Bedford, MA 02745";

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thence northwesterly and westerly by Lot 1 by a curve deflecting to the left, having a radius of 20.00 feet, a distance of 31.42 feet as measured along the arc to a point;

thence north 00° 22' 38" east 50.00 feet, more or less, across Easement "A" on said Plan to a point on the southerly line of remaining land of Reliable Homes, Inc.,

thence south 89° 37' 22" east along the southerly line of remaining land of Reliable Homes, Inc., and the southerly line of land now or formerly of Mark S. Astrachan and Walter J. Hughes, 90.00 feet, more or less, to a point in the northerly line of Welby Road;

thence westerly and southwesterly in the line of Welby Road by a curve deflecting to the left, having a radius of 70.00 feet, a distance of 89.67 feet, as measured along the arc, to a point in the northerly end of Doreen Street;

thence north 89° 37' 22" West, in the line of Doreen Street, 2.92 feet;

thence south 00° 22' 38" West in the line of Doreen Street, 20.00 feet to the point of beginning.

The Grant of Easement herein contained shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto executed this Grant of Easement the day and year first above written.

Witness

Clifford Alley

Lee Vulgaris

Lee Vulgaris

AEGIS, INC.

Witness

John A. Halloran

By:

President

John A. Halloran

By:

Treasurer

John A. Halloran

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COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

March 21, 1986

Then personally appeared the above-named Lee Vulgaris and acknowledged the foregoing instrument to be his free act and deed, before me,

John A. Halloran
Notary Public
My commission expires: Jan. 16, 1992

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

March 21, 1986

Then personally appeared the above-named Jay S. Greenspan, Pres., and Jeremy D. Scherer, Treas., of Aegis, Inc., and acknowledged the foregoing instrument to be the free act and deed of Aegis, Inc., before me,

John A. Halloran
Notary Public
My commission expires: Jan. 16, 1992

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SEWER AGREEMENT

In consideration of the City of New Bedford permitting Two Hundred Realty Trust under Declaration of Trust dated March 15, 1984, as amended, recorded in the Bristol County (S.D.) Registry of Deeds in Book 1952, Page 249, of 1086 Robeson Street, Fall River, Massachusetts, and Muldoon's Realty Associates, a Massachusetts General Partnership with its usual place of business at 1411 Phillips Road, New Bedford, Massachusetts, to make connection to a public sewer, the said parties hereto, their heirs and/or assigns, being owners of property located at 1411 Phillips Road, New Bedford, Massachusetts, Plat 132, Lot 614, and Plat 132, Lot 6, do hereby agree to bear jointly the cost of maintaining the private sewer serving the above described properties, from the point where the individual building sewers combine into a single pipe to the point where said single pipe enters into the public sewer.

However, in cases in which the location requiring maintenance is found to be behind or above the point of connection of one or more of the above-described individual building sewers, the cost shall be borne jointly by those remaining property owners which have joint use of the private sewer at such location.

IN WITNESS WHEREOF, the parties have hereto executed this agreement on the 20th day of August, 1986.

Fernando Medeiros
Witness

TWO HUNDRED REALTY TRUST

By: Michael Levin
Trustee

Fernando Medeiros
Witness

MULDOON'S REALTY ASSOCIATES


By: Robert J. Muldoon
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

August 20, 1986

Then personally appeared the above-named Mark Levin, Trustee of Two Hundred Realty Trust, and acknowledged the foregoing instrument to be his free act and deed. Before me,


Notary Public

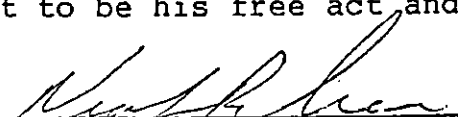
My commission expires: 10-16-1997

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

August 20, 1986

Then personally appeared the above-named Gerald F. Huston, Jr., Managing General Partner of Muldoon's Realty Associates, and acknowledged the foregoing instrument to be his free act and deed. Before me,


Notary Public

My commission expires: 10-16-1997

