



CITY OF NEW BEDFORD

APPLICATION FOR CONNECTION TO
PUBLIC SANITARY SEWER AND/OR STORM DRAIN

Application No. 22114

Date 12-12-91

The undersigned hereby requests permission to connect a building sanitary and/or storm sewer from the premises located at Taney St (SS) 281 1/2 W. of Morton Ave. Assessors' Plot 136A.
Lot 759, to the public sanitary/storm sewer(s) in Taney St. Street;
the same to be installed in accordance with the terms and conditions set forth herein, and the ordinances of the City of New Bedford.

Name of Property Owner: Residential Relocation Services Tel. 999-4541 X
Hughes Casey Please Print

Owner's Mailing Address: 950 Remont St. N.B. MA 02740

If application is being submitted by other than actual property owner, indicate that person's
Name: _____ Tel. _____

Mailing Address: _____

and attach Letter of Authorization from Property Owner hereto.

BONDED CONTRACTOR OR DRAIN LAYER MAKING INSTALLATION

Name: Joe August Tel. 916-3599
Address: 345 Bridge St. Fairhaven 02719

JOINT MAINTENANCE AGREEMENT REQUIRED

If this connection is to be part of a private service shared jointly with other building owners, attach copy of ~~Recorded Joint Maintenance Agreement~~ hereto.

PERMITS TO INDUSTRIAL AND/OR COMMERCIAL APPLICANTS

Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Works of such supplemental information, including drawings, composition and quantity data, and other pertinent information as he may require.

In addition, a valid Industrial User Discharge Permit issued by the City, and a valid Permit for Sewer System Extension or Connection issued by the Commonwealth of Massachusetts, Division of Water Pollution Control, shall be required for applicants wishing to discharge industrial wastes to the City's sewer system.

Industrial User Discharge Permit No. _____ Date _____

Comm. Mass. Sewer Conn./Ext. Permit No. _____ Date _____

TERMS

- a) Type of Pipe Required: PVC SDR-35
- b) Separate Sanitary and Storm connections are required where a 2 - pipe system exists in the street.
- c) All work must be inspected and approved by a D.P.W. Inspector, both in the street and on private property, before backfilling.
- d) A Filing and Inspection Fee of \$270.00, plus an Entrance Fee of \$ _____ where applicable, must accompany this application.
- e) Other requirements: class only - Joe August to do all work
to be connected to a 30" sewer line 330613

Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and such other special rules as the Commissioner of Public Works may deem necessary.

Lawrence D. Udegen
Commissioner of Public Works

Ernest Legere
Signature of Property Owner X

By: Susan Harris

By: _____

Signature of Owner's Representative



Hughes & Carey Realty

950 Kempton Street
New Bedford, Massachusetts 02740
(508) 999-4541 / Fax (508) 990-1148

December 12, 1991

D.P.W.
City of New Bedford
133 Williams Street
New Bedford, MA 02740

RE: 1080 Tobey Street
New Bedford, MA 02745

Dear Sirs,

Please be advised that our firm has been engaged as exclusive agents to represent Prudential Relocation Management (owners of the above stated property).

We have been authorized by the owners to engage Joe August Backhoe Service of Fairhaven, MA to install and connect a sewer line to the premises in order to replace a defective, failing septic system. Mr. August is to commence this work immediately.

Thank you,

A handwritten signature in cursive script that reads "Ernest J. Leger".

Ernest J. Leger
agent for Prudential Relocation Management

P.S.
Enclosed are listing agreements



Each Office is Independently Owned and Operated

950 Kempton Street
New Bedford, MA 02740
(508) 999-4541



HUGHES & CAREY REALTY

Each office is independently owned and operated.

AGREEMENT

AGREEMENT made this 20TH day of SEPTEMBER, 19 91 between
CENTURY 21 HUGHES & CAREY REALTY.

and PRUDENTIAL RELOCATION SERVICES, Seller.

The Agent agrees and promises to use his best efforts to secure a purchaser for the premises owned by the
Seller located at 1080 TOBEY STREET, NEW BEDFORD.

The Agent also promises to submit this listing to Multiple Listing Service for publication and distribution to
its members, and from time to time to advertise the premises for sale at his own expense during the period of
this agreement.

In consideration thereof the Seller agrees to employ the Agent as Sole and Exclusive Agent to sell the
premises described for a period of 180 days.

It is agreed that the purchase price of the premises shall be \$87,900
cash and that the Agent is authorized to accept a deposit to be applied on the purchase price and to execute a
written contract to sell the premises on behalf of the Seller.

It is agreed that the Agent shall be paid for his services 7 percent of the total purchase price and shall be
paid the same compensation if the premises are sold or exchanged during the period of this agreement by the
Seller or any other person.

Such compensation shall be paid if property is sold, conveyed, or otherwise transferred within 1 year after the
termination of this authority or any extension thereof to anyone with whom Agent has had negotiations prior to
final termination, provided I have received notice in writing, including the names of prospective purchasers,
before or upon termination of this agreement or any extension thereof.

However, I shall not be obligated to pay such compensation if a valid listing agreement is entered into
during the term of said protection period with another licensed real estate broker and the sale, lease, or
exchange of the property is made during the term of said protection period.

The Agent shall give the Seller a copy of any written agreement with a Buyer.

WITNESS our hands and seals this day and year above written:

For Sale Sign

Yes ☒

No ☐

Prudential Relocation Services

Stephen T. Quinn

CENTURY 21 HUGHES & CAREY REALTY

MEMBER

NEW BEDFORD BOARD OF REALTORS, INC.
MULTIPLE LISTING SERVICE, INC.

MASSACHUSETTS ASSOCIATION OF REALTORS
NATIONAL ASSOCIATION OF REALTORS



MULTIPLE LISTING SERVICE
MLS

Section 1
What this agreement covers**1a-Parties**

This agreement is between Century 21/Hughes & Carey,
having an office at 950 Kempton Street
New Bedford, MA 02740
referred to throughout this agreement as the Broker, and Prudential Relocation
Management, a Division of Prudential Residential Services Limited Partnership,
referred to as the Seller, having an office at

Two Corporate Drive
Shelton, Connecticut 06484

1b-Property

Seller employs Broker as its exclusive agent for the sale of the real property
(the "property") situated at:

Street Address 1080 Tobey Street
City New Bedford County Bristol State MA

Lots 759 & 760 as shown on Plan of Morton
Acres at Sassauin New Bedford Mass

Seller has either acquired title to the property or is the purchaser named in a
contract of sale with respect to the property signed by or on behalf of the
property's record owners and under which Seller can acquire title.

Broker certifies that Broker is a duly licensed real estate broker in the state in
which the property is located.

The Real Estate typically includes all items that have been affixed to it. For
example, such items as landscaping, fencing, curtain rods, television
antennas, electrical, plumbing and lighting fixtures, carpeting permanently
attached to the floor, appliances such as a dishwasher or oven that are built
into a wall are included, unless specifically excluded below:

In addition, the following items of personal property are included:

1c-Listing period

Broker's exclusive right to sell will begin 09/13/91
1991, and end at midnight on 01/05/92, 1991
unless terminated sooner as provided by Section 5a.

1d-Price

The parties agree that the property will be offered for sale for the sum of
\$ 87,900.00

on terms satisfactory to the Seller.

1e-Restrictions on buyers

Seller is not responsible for any commission to Broker as the result of any
sale of the property to the following potential buyers:

Seller has no obligation to sell the property to Broker, or Broker's sales
associates or employees until, in Seller's sole judgment, the property has
received adequate public exposure and Seller has received consent from its
corporate client.

1f-Commission

Seller agrees to pay Broker a commission of 6 percent of the selling
price if, during the listing period, the property is sold to a buyer on the terms
stated in this agreement or on any other terms acceptable to Seller. The
commission will be considered earned only if, as and when the sale is closed
and will be payable at that time, unless closing is prevented by a wrongful act
of the Seller. For purposes of this provision, Seller's inability to close due to
breach of the contract of sale under which Seller purchased the property will
not constitute a wrongful act of Seller. At the minimum, closing includes
payment by the buyer of the agreed purchase price and the transfer of title.

Section 4
Broker's other responsibilities

MLS
66889

4a—Occupancy

Before title has been transferred to a buyer, Broker will not allow anyone to occupy the property without first obtaining Seller's written consent.

4b—Reports

Broker agrees to provide, at times and on forms specified by Seller, such information as Seller may request, such as the property's condition, alternative properties on the market, number of showings, advertising efforts, incentive programs and suggestions concerning sale of the property.

4c—Records

Broker will maintain accurate and complete records of all expenses paid and income received with respect to the property, according to recognized commercial accounting practices and in such manner that they may be readily audited. Broker further agrees to permit Seller or Seller's representative to examine and audit these records at all reasonable times while this agreement is in effect and for two years after the closing of the sale of the property.

4d—Legal compliance

Broker agrees to list, sell and otherwise deal with the property in full compliance with all applicable laws, including the Fair Housing Act, and without regard to any person's race, color, religion, sex, national origin or marital status.

Section 5
Other rules governing this agreement

5a—Termination

Seller has the right to terminate this agreement before the listing period ends upon 24 hours written notice to Broker if Broker is not, or does not remain, duly licensed or if Broker does not comply with any obligation under this agreement. Noncompliance includes, but is not limited to:

- making false representations concerning the property,
- not maintaining the property as provided in Section 3, or
- not submitting reports as provided in Section 4b.

5b—Agreement contains all terms

This listing agreement contains the entire understanding between the parties with respect to the property and supersedes any prior oral or written understandings. This agreement, including this provision, may not be changed, modified, waived or extended orally, but only by a writing signed by both parties.

5c—Assignment by Broker

Broker may not assign or otherwise transfer any or all of its rights and obligations under this agreement without Seller's prior written consent.

5d—Governing law

This agreement will be governed by and construed according to the law of the state in which the property is located.

5e—Acceptance

Broker can accept Seller's offer to list the property by signing a copy of this agreement and returning it to Seller within seven days of receiving it. The time of acceptance will be when Seller receives the copy signed by Broker. Seller will not be bound by this agreement until Seller has signed it.

Broker:

Century 21 Hayes Carey

By:

Bernard Carey, President

Date:

September 26, 1991

Seller:

Prudential Relocation Management
A Division of Prudential Residential Services
Limited Partnership

By:

Bruce Lindner

Date:

9/24/91



JOHN P. MURPHY, SR.

ATTORNEY AT LAW

THE WILLARD BUILDING
1266 FURNACE BROOK PARKWAY
QUINCY, MASSACHUSETTS 02169
TELEPHONE (617) 770-1300
FAX (617) 773-6212

DATE 12/13/91

FAX TRANSMISSION FORM

RECEIVER FAX NO: 1-508-991-6148TO: BILL BAUCHERSUBJECT: 1080 TOBEY ST.NEW BEDFORD, MATotal Pages To Follow 4

MESSAGE:

UNION CARBIDE CORPORATION (USA)

ASSIGNMENT

RICHARD P. TETREAULT and SUSAN M. TETREAULT
 residing at 1080 TOBEY ST. NEW BEDFORD, MA 02745
 (hereinafter collectively called "Sellers")
 in conjunction with the conveyance of fee title to certain real estate
 more particularly described in Exhibit A attached hereto (hereinafter
 called the "Premises") to Prudential Relocation Management, a Division of
 Prudential Residential Services Limited Partnership ("PruRelocation"),
 hereby assign to PruRelocation all their interest in the following amounts
 (as indicated by an X) under the Mortgage dated _____
 with FLEET MORTGAGE CORP., as Mortgagee:

- (☒) Tax payments held in escrow
 () All advance payments of principal and interest
 (☒) Interest due Sellers on the aforesaid amounts
 (☒) Prepaid insurance premiums
 (☒) Proceeds from sale
 () _____

Sellers transfer to PruRelocation only those rights as set forth above.

SELLERS:

Richard P. Tetraault
Susan M. Tetraault

Acknowledged

State of:

Massachusetts

County of:

Bristol

SS

, to wit

On August 28, 1991, before me, the undersigned, a
 Notary Public in and for said State and County, personally appeared
Richard P. & Susan M. Tetraault and known to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged that
 they executed the same.

(OFFICIAL SEAL)

NOTARY PUBLIC

Lawrence A. Bousont

MY COMMISSION EXPIRES

My Commission Expires Nov. 27, 1992

AUTHORIZATION TO DISBURSE PROCEEDS OF SALE

We, Richard P. Tetreault and Susan M. Tetreault, hereby authorize whomever it may concern to disburse the proceeds of sale of our former property at 1080 Tobey Street, New Bedford, MA 02745, directly to John P. Murphy, Sr., Attorney for Prudential Relocation Management, Inc., inasmuch as they are the contractual owners of our property and have paid us our equity for same.

Richard P. Tetreault
Richard P. Tetreault

Susan M. Tetreault
Susan M. Tetreault

STATE OF: Massachusetts
COUNTY OF: Bristol

Then personally appeared the above named Richard P. Tetreault and Susan M. Tetreault and acknowledged the foregoing certification to be true and correct and the foregoing instrument to be their free act and deed before me, 8-28, 1991

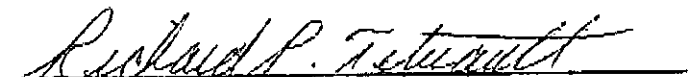
Thomas A. Bennett
Notary Public
My commission expires:

My Commission Expires Nov. 27, 1992

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Richard P. Tetreault of 1080 Tobey Street, New Bedford, MA 02745, hereby appoint John P. Murphy, Sr. of Quincy, Massachusetts, or his designee, my true and lawful attorney for me and in my name to enter into offers, purchase and sale agreements, or contracts of a like nature, for the sale of my real estate and buildings located at 1080 Tobey Street, New Bedford, MA 02745, upon such terms as my attorney shall think fit, and to execute, deliver, and complete (including insertion of grantee names), a good and sufficient deed for the conveyance or transfer of the same, to represent me at the closing or passing of said property, to make such adjustments and disbursements at said closing as may be necessary, to collect any and all proceeds funds that may be due me as a result of said passing, and in general, to act in respect to the premises as effectively as I could do if personally present; and I hereby ratify and confirm all that my said attorney shall lawfully do by virtue hereof. This Power of Attorney shall not be affected by subsequent disability or incapacity of the principal and shall be deemed to conform in all respects to the Uniform Durable Power of Attorney Act, Mass. General Laws, Chapter 201B, effective September 20, 1981.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 1991.


Richard P. Tetreault

STATE OF: *Massachusetts*
COUNTY OF: *Bristol*, SS

8/28, 1991

Then personally appeared Richard P. Tetreault and acknowledged the foregoing instrument to be his free act and deed before me


Notary Public
My commission expires:

My Commission Expires Nov. 27, 1992

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Susan M. Tetreault of 1080 Tobey Street, New Bedford, MA 02745, hereby appoint John P. Murphy, Sr. of Quincy, Massachusetts, or his designee, my true and lawful attorney for me and in my name to enter into offer, purchase and sale agreements, or contract of a like nature, for the sale of my real estate and buildings located at 1080 Tobey Street, New Bedford, MA 02745, upon such terms as my attorney shall think fit, and to execute, deliver, and complete (including insertion of grantee names), a good and sufficient deed for the conveyance or transfer of the same, to represent me at the closing or passing of said property, to make such adjustments and disbursements at said closing as may be necessary, to collect any and all proceeds funds that may be due me as a result of said passing, and in general, to act in respect to the premises as effectively as I could do if personally present; and I hereby ratify and confirm all that my said attorney shall lawfully do by virtue hereof. This Power of Attorney shall not be affected by subsequent disability or incapacity of the principal and shall be deemed to conform in all respect to the Uniform Durable Power of Attorney Act, Mass. General Laws, Chapter 201B, effective September 20, 1981.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 1991.

Susan M. Tetreault
Susan M. Tetreault

STATE OF: Massachusetts
COUNTY OF: Bristol SS

8/28, 1991

Then personally appeared Susan M. Tetreault and acknowledged the foregoing instrument to be her free act and deed before me,

Thomas A. Bousant
Notary Public
My commission expires:

My Commission Expires Nov. 27, 1992