

PERMIT NO.

23261



CITY OF NEW BEDFORD

DATE.....8/9/02
EXP. 8/9/03

SEWER AND/OR STORM DRAIN PERMIT

This certifies that permission is granted to

Dominic DiPasquale
Forbes Builders & Developers L.L.C. 11 Stripa Circle N. Dart. MA 02747.

Property Owner

Address

#1131

Tel. (508) 248-1637

to connect a sewer and/or storm drain located at Forbes St. Ext. (U.S.) 160' (41') N. / Forbes St.

Assessor's Plot 132I, Lot 110, to the sewer and/or storm drain in Forbes St. Extension Street

to be laid in accordance with the conditions in this application and the City of New Bedford ordinances.

TYPE OF USE: ☒ RESIDENTIAL ☐ COMMERICAL ☐ INDUSTRIAL ☐ OTHER

If applicant other than actual property owner, attach Letter of Authorization from Property Owner.

Name N/A Tel. _____

Mailing Address _____

The Bonded Contractor/Drain Layer authorized to perform this work is:

Forbes Builders & Developers L.L.C. / Dominic DiPasquale (508) 248-1637

Name

Address

Tel.

Type of Pipe Required: PVC SDR 35

PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE

* Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a sanitary sewer.

* All work must be inspected and approved by a D.P.W. inspector before backfilling.

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

* Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Works of required plans and supplemental information.

* In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system.

Industrial User Discharge Permit No. _____ Date _____

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

A Filing and Inspection Fee of \$ 150.00 plus an Entrance Fee of \$ _____ where applicable, must accompany this application.

Bank # Sovereign Bank Check # 1052 Date: 8/9/02 Receipt # 4882 4390

Other requirements: Inspection Only - Stubs at R for storm drain & sewer installed for Forbes St. Ext. Subdivision.

Connection made to ☒ Sewer

Part of jointly-shared private line ☐ Yes ☒ No

☒ Storm Drain

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. Woodward
Commissioner of Public Works

Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: JOE MARTIN

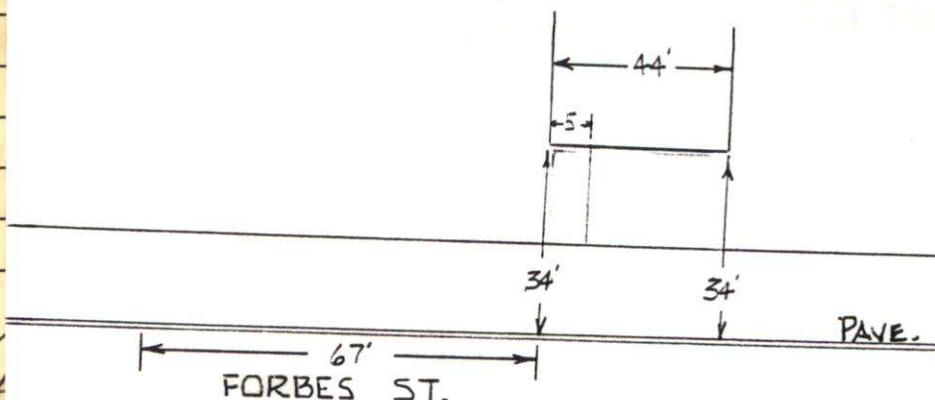
DATE: 8/15/02

COMMENTS:

☒ APPROVED

☐ DISAPPROVED

SIGNATURE



SKETCH PLAN

PERMIT NO.

23261



CITY OF NEW BEDFORD

DATE.....8/9/02.....
EXP. 8/9/03

SEWER AND/OR STORM DRAIN PERMIT

This certifies that permission is granted to Dominic DiPasquale
Forbes Builders & Developers LLC 11 Stripes Circle N. Dart. MA 02747
Property Owner Address Tel. (508) 245-1637

to connect a sewer and/or storm drain located at Forbes St. Ext. (U.S.) 160' (41-) N. / Forbes St.
Assessor's Plot. 132-I, Lot. 110, to the sewer and/or storm drain in Forbes St. Extension Street
to be laid in accordance with the conditions in this application and the City of New Bedford ordinances.

TYPE OF USE: ☒ RESIDENTIAL ☐ COMMERICAL ☐ INDUSTRIAL ☐ OTHER

3306PD

If applicant other than actual property owner, attach Letter of Authorization from Property Owner.

Name.....N/A.....Tel.....

Mailing Address.....

The ~~Bonded~~ Contractor/Drain Layer authorized to perform this work is:

Forbes Builders & Developers LLC / Dominic DiPasquale (508) 245-1637
Name Address Tel.

Type of Pipe Required: PVC SDR 35

PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE

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* Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Works of required plans and supplemental information.

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Industrial User Discharge Permit No. Date.....

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

A Filing and Inspection Fee of \$ 150.00 plus an Entrance Fee of \$ where applicable, must accompany this application.

Bank # Sovereign Bank Check # 1052 Date: 8/9/02 Receipt # 4382 4390

Other requirements: Inspection Only - Stubs at IR for storm drain & sewer - installed for Forbes St. Ext. Subdivision

Connection made to ☒ Sewer ☒ Storm Drain Part of jointly-shared private line ☐ Yes ☒ No

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. Wardenlast
Commissioner of Public Works

[Signature]
Signature of Property Owner or Representative

INSPECTOR'S REPORT

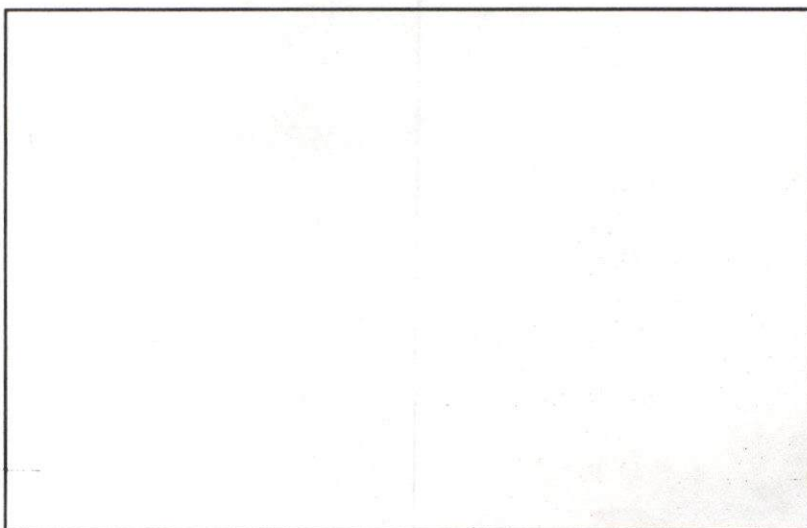
INSPECTED BY: _____

DATE: _____

COMMENTS: _____

☒ APPROVED ☐ DISAPPROVED

[Signature]
SIGNATURE



SKETCH PLAN

UNIVERSAL PROPERTIES GROUP, INC.

207 Quaker Lane

West Warwick, RI 02893

Telephone 401.828.3500

Facsimile 401.826.7038/401.823.7329

FACSIMILE TRANSMISSION SHEET

8/8/02

DATE: August 7, 2002
TO: David A. Kennedy
FAX NO.: 1-508-979-1576
FROM: Ralph J. Libsohn
RE: Forbes Street
PAGES: 3, including this transmittal sheet
COMMENTS:

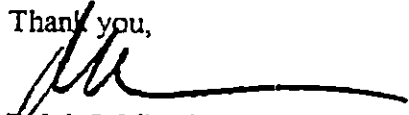
Per Dave Kennedy
(Planning), going
through planning
board on 14th &
doesn't expect any
problems w/accepting
it in place of comment.
Dave said to go ahead
& issue his permits.

Dear David:

Here is the actual bond for the Forbes Street project. Note the date: it was issued June 25th as I promised. We are honest people although we are human.

Call me with any questions that you may have.

Thank you,


Ralph J. Libsohn
General Counsel

The information contained in this fax transmittal is confidential and privileged legal information and is intended only for the use of the individual(s) listed below. Should you receive this information in error, please notify this office immediately by telephone and return the document(s) to the above address.

8/8/02 - Spike w/ Dominic Pasquale, will have
d.w. sketches tomorrow when comes to
p.u. permits.

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

B21844038

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of Insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

David H. Skillings

Robert E. Shaw, Jr.

Sharon K. Martel

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (\$5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



GULF INSURANCE COMPANY

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

Lawrence P. Minter
Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

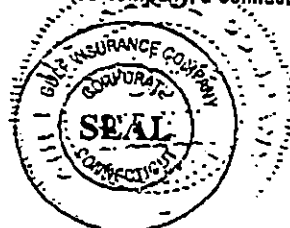


STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

Angie Mahabir-Begazo
ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2003

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 25TH day of JUNE, 20 02

George Biancardi
George Biancardi
Senior Vice President

Bond No. B21844038**SUBDIVISION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that FORBES BUILDERS AND DEVELOPERS, LLC, 207 QUAKER LANE, WEST WARWICK, RHODE ISLAND 02893, as Principal, and GULF INSURANCE COMPANY authorized to do business in the State of MAINE and having an office at 3055 LEBANON ROAD, SUITE 3-1100, BUILDING THREE, NASHVILLE, TN 37214, as Surety, are held and firmly bound unto CITY OF NEW BEDFORD, CITY PLANNING DEPARTMENT, 133 WILLIAM STREET, NEW BEDFORD, MASSACHUSETTS 02740, as Oblige, in the penal sum of TWENTY FIVE THOUSAND AND NO/100THS (\$25,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has been granted approval by the above named Oblige for FORBES STREET EXTENSION II, as set forth at a meeting of the CITY OF NEW BEDFORD, on JUNE 18, 2002.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the above improvements in accordance with the plans and specifications approved by CITY PLANNING DEPARTMENT, within the ONE (1) year period from the date hereof, and shall indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Oblige any outlay and expense which it may incur in making good any such default, then this obligation shall be null and void, otherwise it will remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;

1. Upon the discovery by the Oblige, or by the Oblige's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Oblige shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 3055 LEBANON ROAD, SUITE 3-1100, BUILDING THREE, NASHVILLE, TN 37214.
2. Legal proceeding for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made, and denial by Surety of any obligations to make payment under this bond.
3. The Principal shall be made a party of any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Oblige, and the Oblige's right hereunder may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: JUNE 25, 2002.

FORBES BUILDERS AND DEVELOPERS, LLC

BY: 

GULF INSURANCE COMPANY

BY: 

DAVID H. SKILLINGS, ATTORNEY-IN-FACT