



PERMIT NO.

24522

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 6/27/17

This certifies that permission is granted to

Property Owner HES Orchard LLC Address 5100 W. Kennedy Blvd Tel. 813-289-5511

To connect a sewer and/or storm drain located at

Assessor's Plot 23 Lot 212, to the sewer and/or storm drain in 18' drain on Swift Street

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

TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW G.P.D.

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

Name Ferland Corp Tel.

Mailing Address 401 County St New Bedford

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

Name Address Tel.

Type of Pipe Required: PVC

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.I. 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 Infrastructure 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 \$450.00, plus an Entrance Fee of \$ where applicable, must accompany this application.

Bank# Harbor One Bank Check# 9180 Date 6-27-17 Receipt# 1141324

Other requirements:

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 Infrastructure and/or City Engineer may deem necessary

Manuel H. Silva
City Engineer
Deputy Commissioner

Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: SEE WHITE SHEET

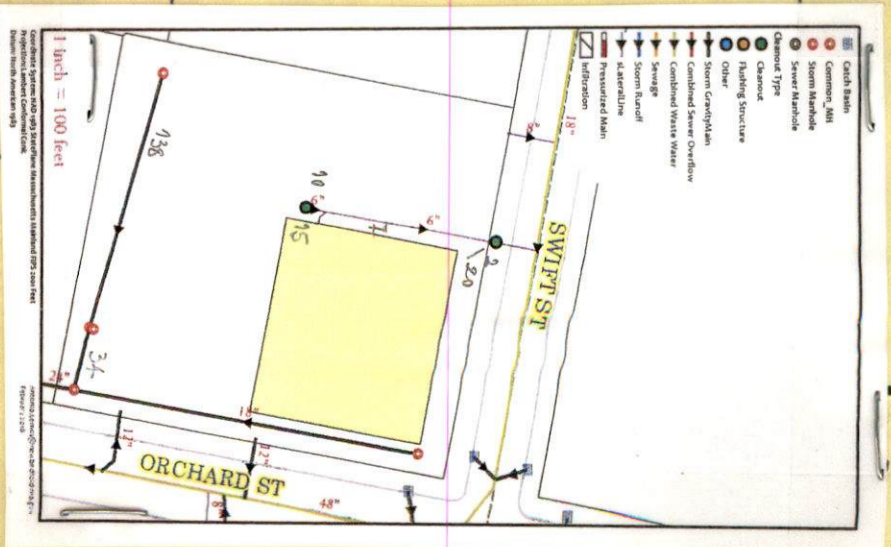
DATE:

COMMENTS:

APPROVED

DISAPPROVED

SIGNATURE





FAMILY DOLLAR: expires 6/27/18

PERMIT NO.

24522

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 6/27/17

This certifies that permission is granted to

Property Owner HRES Orchard LLC Address 5100 W. Kennedy Blvd Tel. 813-289-5511 4B3
#100 TAMPA FL 33609

To connect a sewer and/or storm drain located at:

Assessor's Plot 23 Lot 242, to the sewer and/or storm drain in 18' drain on Swift Street

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

TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW _____ G.P.D.

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

Name Farland Corp Tel. _____

Mailing Address 401 County St New Bedford

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

Farland Corp

Name _____ Address _____ Tel. _____

Type of Pipe Required: SDR 35 PVC

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.I. 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 Infrastructure 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 \$450.00, plus an Entrance Fee of \$ _____ where applicable, must accompany this application.

Bank# Harbor One Bank Check# 9180 Date 6-27-17 Receipt# 1141324

Other requirements: FOR INSPECTION ONLY A 24 HOUR NOTICE IS REQUIRED AND THE CONTRACTOR/APPLICANT IS REQUIRED TO NOTIFY THE D.P.I. @ 508 979-1550 Press 4 Repair

Connection made to Storm Drain e 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 Infrastructure and/or City Engineer may deem necessary

Manuel H. Silva
City Engineer
Deputy Commissioner

[Signature]
Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: _____

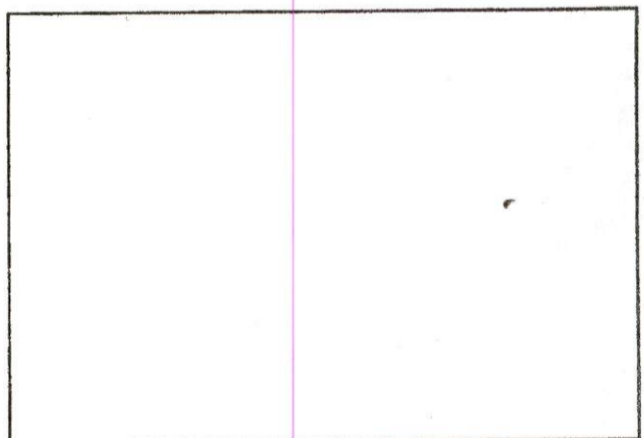
DATE: _____

COMMENTS: _____

APPROVED _____ DISAPPROVED _____

[Signature]

SIGNATURE



SKETCH PLAN



PERMIT NO.

24522

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 6/27/17

This certifies that permission is granted to

P32
HRS Orchard LLC 5100 W. Kennedy Blvd 813-289-5511 431
Property Owner Address #100 TAMPA FL 33609 Tel.
Oleander St WS 109'3x Swift St

To connect a sewer and/or storm drain located at:

Assessor's Plot 23 Lot 212, to the sewer and/or storm drain in 18' drain on Swift Street

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

TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW G.P.D.

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

Name Farland Corp Tel.

Mailing Address 401 County St New Bedford

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

Farland Corp

Name Address Tel.

Type of Pipe Required: SDR 35 PVC

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.I. 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 Infrastructure 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 \$450.00, plus an Entrance Fee of \$ where applicable, must accompany this application.

Bank# Harbor One Bank Check# 9180 Date 6-27-17 Receipt# 1111324

Other requirements: FOR INSPECTION ONLY A 24 HOUR
NOTICE IS REQUIRED AND THE
CONTRACTOR/APPLICANT IS
REQUIRED TO NOTIFY THE D.P.I.
@ 508 979-1550 Press 4 Repair

Connection made to Storm Drain e 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 Infrastructure and/or City Engineer may deem necessary

Manuel H. Silva

City Engineer

Deputy Commissioner

Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: Antonio Lema
DATE: 8/17/17
COMMENTS:

APPROVED

DISAPPROVED

SIGNATURE

SKETCH PLAN



PERMIT NO.

24522

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 6/27/17

This certifies that permission is granted to

1125 Orchard St 100 W. Kennedy Blvd 812-284-5511 03
Property Owner Address Tel.

To connect a sewer and/or storm drain located at

Assessor's Plot 23 Lot 212, to the sewer and/or storm drain in 18' Orchard St 19' t Street

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

TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW G.P.D.

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

Name Ferdinand Corp Tel.

Mailing Address 901 County St New Bedford

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

Ferdinand Corp

Name Address Tel.

Type of Pipe Required:

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.I. 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 Infrastructure 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 \$450, plus an Entrance Fee of \$ where applicable, must accompany this application.

Bank# 1125 Orchard St Check# 9180 Date 6-27-17 Receipt# 1141324

Other requirements:

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 Infrastructure and/or City Engineer may deem necessary

Manuel H. Silva
City Engineer
Deputy Commissioner

Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY:

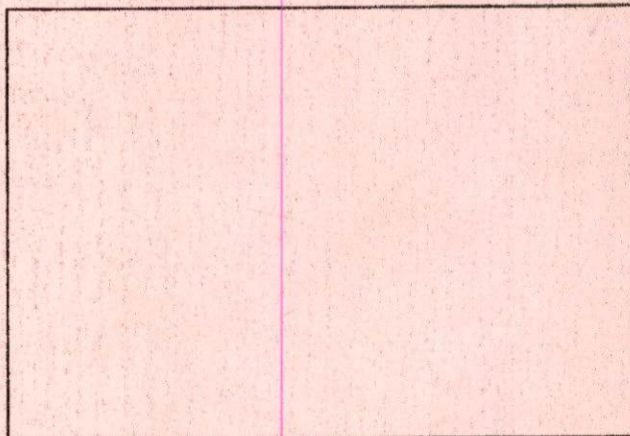
DATE:

COMMENTS:

APPROVED

DISAPPROVED

SIGNATURE



SKETCH PLAN



May 11, 2017

New Bedford Department of Public Infrastructure
1105 Shawmut Avenue
New Bedford, MA 02746
Attn: Zeb Arruda, Manny Silva

**RE: PROPOSED FAMILY DOLLAR
ORCHARD STREET, NEW BEDFORD**

Gentlemen:

We understand that your normal policy is to not allow grading and utility installation to proceed until a foundation as built plan has been submitted. In the case of the proposed Family Dollar, it is necessary to excavate down at least 8 feet, remove all geotechnically unsuitable material and backfill and compact in one foot lifts prior to any foundation installation. This will take an extended period of time and it will be a hardship on the site contactor, Farland Corp., which had planned on doing much of the basic site work this month.

We understand that it would be unwise to install the water, gas and sewer prior to the foundation being installed. However, we request that general grading and storm drain installation in areas over 20 feet from the proposed foundation wall be allowed to proceed prior to installation of the foundation.

We look forward to your favorable review. In the interim, if have any questions or comments, please do not hesitate to contact us.

Sincerely,
PRIME ENGINEERING, INC.

Richard J. Rheume, P.E., LSP
Chief Engineer

Work Order Number: 17-009946

8/16/2017
1:41 PM

Category: Water Service Priority: _____
Problem: Locate Request Crew: _____
Cause: _____ Supervisor: DANIEL PERRY
Main Task: Inspect Status: New Work Order
Work Order Start Date/Time: _____ Work Order End Date/Time: _____

Location (s)
ORCHARD ST

Comments from Request
SEWER INSPECTION FOR FAMILY DOLLAR ON ORCHARD ST SCHED FOR 8/17/17 @ 11:00 (FARLAND)

Task Start Date/Time: _____ Task End Date/Time: _____

Task Code: WDT300 Task Description: Inspect

| Employee Number | Employee Name | Time Type | | | | Units Hours |
|-----------------|---------------|-----------|------|--------|--------------|----------------|
| | | Reg | OT | Normal | Type | |
| 14950 | ANTONIO LEMOS | 0.00 | 0.00 | 0.00 | REGULAR TIME | |

| | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

| Equipment Code | Equipment Description | Units |
|----------------|-----------------------|-------|
|----------------|-----------------------|-------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| Material Code | Material Description | Units |
|---------------|----------------------|-------|
|---------------|----------------------|-------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| Fluid Code | Fluid Description | Units |
|------------|-------------------|-------|
|------------|-------------------|-------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Work Order Number: 17-009644

8/10/2017
7:56 AM

Category: Service Lateral Gravity Priority: _____
Problem: Contractor Inspection Crew: _____
Cause: _____ Supervisor: STEPHANIE DUPRAS
Main Task: Investigate / Inspect Status: New Work Order
Work Order Start Date/Time: _____ Work Order End Date/Time: _____

Location (s)

ORCHARD ST

Comments from Request

Orchard St WS 109' S x Swift St (FAMILY DOLLAR) 8:45 AM / 9am 8/10/17 Farland Corp

Task Start Date/Time: _____ Task End Date/Time: _____

Task Code: SWT220 Task Description: Investigate / Inspect

| Employee Number | Employee Name | Time Type | | | | Units |
|-----------------|---------------|-----------|------|--------|--------------|-------|
| | | Reg | OT | Normal | Type | |
| 14950 | ANTONIO LEMOS | 0.00 | 0.00 | 0.00 | REGULAR TIME | Hours |

| | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Equipment Code

Equipment Description

Units

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Material Code

Material Description

Units

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Fluid Code

Fluid Description

Units

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Southern Bristol Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

| | |
|--|------------------|
| Document Number | : 7650 |
| Document Type | : AGREE |
| Recorded Date | : April 04, 2017 |
| Recorded Time | : 02:08:16 PM |
| Recorded Book and Page | : 12036 / 1 |
| Number of Pages(including cover sheet) | : 13 |
| Receipt Number | : 24821 |
| Recording Fee | : \$75.00 |

Southern Bristol Registry of Deeds
Frederick M. Kalisz, Jr., Register
25 N. 6th Street
New Bedford, MA 02740
508-993-2603
www.NewBedfordDeeds.com

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made effective as of the 31st day of March, 2017 by and between **CLARK'S COVE DEVELOPMENT CO., LLC ("CLARK'S COVE")** a Massachusetts limited liability company, and **HRES ORCHARD, LLC ("HUNT")**, a Florida limited liability company.

RECITALS:

- A. **CLARK'S COVE** is the owner of a tract of real property located in New Bedford, County of Bristol, State of Massachusetts more particularly described on Exhibit A attached hereto and incorporated by reference ("Lot A") and as generally depicted on Exhibit C attached hereto and incorporated by reference, and intends to develop Lot A to be used for commercial purposes; and
- C. **HUNT** is the owner of a tract of real property adjacent to and lying next to Lot A, also located in New Bedford, County of Bristol, State of Massachusetts, more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Lot B"), and as generally depicted on Exhibit C and intends to develop the Lot B for commercial purposes; and
- D. **CLARK'S COVE** and **HUNT** and their successors and assigns are hereinafter collectively referred to as "Owners" and singularly as "Owner".
- E. Lot A and Lot B are hereinafter collectively referred to as "Lots" and singularly as "Lot"
- F. Owners desire to impose certain covenants, conditions, and restrictions and grant certain easements upon and over Lot A and Lot B for the mutual and reciprocal benefit and compliment of these Lots and the present and future owners, lessees and others described herein, on the terms and conditions set forth below.

In consideration of the benefits to be realized by such joint use and the covenants set forth herein, Owners do hereby declare and agree that Lot A and Lot B (collectively the "Lots") shall be held, owned, maintained, sold and used in compliance with and subject to this Agreement and Owners on behalf of themselves and their successors and assigns covenant and agree as follows:

1. Easements.

The Owners do hereby grant and create for the benefit of each of the owners from time to time of Lots A and B and the tenants, occupants, customers, employees, agents, contractors, licensees and invitees of such owners (collectively known as "Permittees") the following easements:

- a. **Stormwater Transmission.** CLARK'S COVE hereby grants to HUNT and HUNT hereby grants to CLARK'S COVE a perpetual non-exclusive reciprocal easement (the "Stormwater Easement") appurtenant to the Lots for the purpose of stormwater transmission and access for the maintenance of the stormwater transmission lines, over the area designated as Stormwater Facilities on the site plan attached as Exhibit C, provided that (i) the rights granted pursuant to the Stormwater Easement shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Lot and the businesses conducted therein and (ii) except in an emergency, the right of any Owner to enter upon the Lot of another Owner for the exercise of any right pursuant to the Stormwater Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry.
 - b. **Grant of Construction Easement – to Hunt.** CLARK'S COVE hereby grants to HUNT a construction easement (the "Construction Easement") on, over and across that portion of Lot A as may be reasonably necessary for (i) installing and constructing the improvements (the "Improvements") in the area designated as Stormwater Facilities on Exhibit C pertaining to the easements granted in this Paragraph 1 and incidental to the development of Lot B and (ii) relocation of soil and debris deemed unsuitable for construction from Lot B onto Lot A. The Construction Easement shall be a temporary easement, existing for a period of 365 days (the "Construction Period") beginning on the date that this Agreement is recorded in the public records. HUNT shall construct the Improvements during the Construction Period in a manner that will not interfere with business operations on Lot A or with the orderly flow of traffic thereon. HUNT shall obtain and pay for all permits, approvals and licenses necessary for the construction and use of the Improvements. The Improvements shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof, and shall be constructed in a good and workmanlike manner and in accordance with Exhibit C. HUNT shall pay all costs or expenses related to the construction of the Improvements and shall not permit any lien to attach to Lot A or any part thereof.
 - c. **Grant of Construction Easement – to Clark's Cove.** HUNT hereby grants to CLARK'S COVE a construction easement (the "Connection Construction Easement") on, over and across that portion of Lot B as may be reasonably necessary for connecting to the Improvements in the area designated as Stormwater Facilities on Exhibit C. The Connection Construction Easement shall be a temporary easement, existing for a period of 90 days (the "Connection Period") beginning on the date that this CLARK'S COVE commences construction and connection activities. CLARK'S COVE shall make such connection during the Connection Construction Period in a manner that will not interfere with business operations on Lot B or with the orderly flow of traffic thereon. CLARK'S COVE shall obtain and pay for all permits, approvals and licenses necessary for the connection construction. The connection construction shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof, and shall be constructed in a good and workmanlike manner and in accordance with Exhibit C. CLARK'S COVE shall pay all costs or expenses related to the construction of the Improvements and shall not permit any lien to attach to Lot B or any part thereof.
2. **Use of Easement Premises.** The easements described in Paragraph 1 above shall hereafter be referred to as "Easement Premises." Use of the Easement Premises is not confined to present uses of the Lots or the present buildings thereon. Exclusive use of the Easement Premises is not hereby granted. The Owner granting each such easement expressly reserves the following rights with respect to that portion of the Easement Premises to which said Owner holds the fee title:
- a. The right to use the paved areas of the Easement Premises for ingress and egress to serve all improvements now or hereafter located on its respective Lot, which right shall also run to its Permittees.
 - b. The right to install, repair and maintain paving, lighting and storm/surface water management in and on the Easement Premises.
 - c. The right to install, construct and maintain under and over the Easement Premises any and all utility lines and utility equipment provided said installation, construction and maintenance does not unreasonably

interfere with the rights granted herein and provided the Owner performing the installation, construction or maintenance restores the Easement Premises disturbed by same to its former condition as soon as is reasonably practicable.

- d. The right to make modifications in and additions to the existing and proposed structures located or to be located as shown on Exhibit C provided said modifications and additions do not materially interfere with the easements or violate restrictive covenants which are granted herein.
- e. Subject to Paragraphs 6 and 7, the right to change the use of the buildings shown on Exhibit C and to subdivide said buildings with respect to ownership, use and occupancy.
- f. The right to further subdivide the ownership of the respective Lots.
- g. The right to other uses of the portion of the Easement Premises owned by said Owner.

Each of the foregoing rights shall be exercised in a manner so as not to unreasonably interfere with the rights granted in this Agreement.

3. **CLARK'S COVE additional construction requirement.** In addition to the construction allowed for in this agreement, CLARK'S COVE shall be responsible for the construction of stormwater transmission facilities on Lot A that will allow for the stormwater outflow from Lot B to be transmitted across Lot A into the municipal stormwater system. Said construction shall commence within 90 days of the recording of this Agreement and will be completed within 90 days of commencement. In the event CLARK'S COVE does not complete said construction within the time allotted HUNT may complete the construction as stated in this Section and HUNT shall be entitled to reimbursement of cost and expenses from CLARK'S COVE. Reimbursement shall be made within fifteen (15) days upon invoice from HUNT. HUNT shall be entitled to costs of collection and reasonable attorney's fees in the event such invoice is not paid when due.
4. **Intentionally Omitted.**
5. **Maintenance of Improvements.** The Owners shall maintain the Improvements on such Owner's respective Lot in good order and repair at all times, including replacement in the event of a casualty. All work performed on the Easement Premises shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances. Should any Owner fail to maintain the Improvements on its Lot within thirty (30) days after receipt of written notice from the other Owner, such Owner shall have the right but not the obligation to enter upon the Lot needing repair for the purpose of maintaining and repairing the Improvements and all reasonable sums expended in doing so shall be promptly reimbursed to the Owner expending such sums by the Owner on whose Lot such work was performed. The Owner performing any work shall not allow any lien to attach to the property of the Owner on whose property the work is performed. Any reasonable sums not reimbursed within thirty (30) days after delivery of invoices therefore shall bear interest at the prime rate published from time to time by the Wall Street Journal (or similar financial publication of such rate to be published).
6. **General Use Restrictions.** All Lots shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. Neither all nor any portion of the Lots may be used, directly or indirectly, for a store or other business selling, renting or displaying "x-rated" or "adults only" books, tapes, films magazines or other merchandise, massage parlor, any establishment featuring "adults only" or "x-rated" entertainment.
7. **Specific Restrictions for Lot A.** In addition to the restrictions set forth in Section 6, so long as a Family Dollar store is being operated on Lot B, no part of Lot A will be leased, subleased, or sold to any person or entity allowing or conducting the operation of a discount store by or under the name of Wal-Mart, Dolgencorp or Dollar General, Dollar Tree, Fred's, Shopko, Pamida, Marc's, Alco, Big Lots, dd's Discounts, Deal\$ or 99 Cents Only, Meijer,

or any store operated by Variety Wholesalers including but not limited to Roses, Maxway, Value Mart, Bargain Town, Bill's Dollar Store or Super 10. This Paragraph is not intended to prohibit Lot A from being operated as a drugstore, toy store, hobby store, sporting goods store, card and gift store, shoe store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware. In the event of any violation of this restriction, the Owner of Lot B or Family Dollar Stores of Massachusetts, Inc. may pursue all means of enforcement, including injunctive relief.

8. **Indemnification.** Each Owner, respectively, indemnifies and holds harmless the other parties, and their legal representatives, lessees, tenants, employees, successors and assigns (all of whom shall be collectively referred to as the "Indemnitees"), from and against any and all loss, cost, expense, suits, cause of action, judgments, claims and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, including but not limited to reasonable attorney's fees through all trial, appellate and post-judgment proceedings, arising in any way by any reason of the use of the easements herein granted by the indemnifying parties; provided, however, that said indemnity and hold harmless shall exclude any and all loss, cost, expense suits, cause of action judgments, claims and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, caused by the negligence of Indemnitees or any other person acting under their direction or contract with them or other third parties.
9. **Covenants Running With the Land.** This Agreement and the rights and obligations provided for herein shall be effective upon the effective date hereof, shall run with the land, and shall constitute reciprocal benefits to and burdens upon each of Lots A and B. The agreements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs and tenants of the Owners, and shall remain in full force and effect and shall be unaffected by any change in ownership of Lots A and B, or any of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. It is the intention of this paragraph that each Owner of Lot A and Lot B shall only have responsibility and liability for the covenants and obligations under this Agreement for that period of time during which such Owner owns a Lot and further that no Owner shall have personal liability under this Agreement and the Owners shall look only to the estate and property of the other Owners in the Lots that are the subject of this Agreement and the improvements thereon for the satisfaction or any remedies hereunder and no other property or assets of the Owners shall be subject to levy, execution or any other enforcement procedure for the satisfaction of remedies under this Agreement.
10. **Taxes.** Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.
11. **No Dedication to Public Use.** This instrument is not intended to, and should not be construed to dedicate the said easement areas to the general public, nor shall this instrument be construed to restrict the use and development of Lots A and B, except as expressly provided herein.
12. **Certifications.** Upon the written request of the Owner or lessee of any of said Lots, the then Owner or lessee of any Lot, or any portion thereof, shall execute and deliver, within thirty (30) days after receipt of such request, a certificate certifying that there are no known defaults on the part of any Owner or lessee whose property is subject to this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement or if there are, specifying the particulars of such setoffs or defenses.
13. **Amendments.** This Agreement may be amended only by a written instrument duly executed by the then current Owners of each of Lots A and B and joined in and consented to by i) the holders of first mortgage liens on the Lots and ii) Family Dollar Stores of Massachusetts, Inc. for so long as it is a tenant on or otherwise occupies Lot B.

14. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Massachusetts.
16. **Enforcement.** The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, or any other remedy available under Massachusetts law.
17. **Default.** The breach of a covenant in this Agreement by any Owner is a default by that Owner. No party shall be deemed to be in default under this Agreement unless and until the alleged defaulting Owner shall have received written notice of default by another Owner and shall have failed to cure the default within twenty (20) days after the receipt of such notice.
18. **Recording.** This Agreement shall be recorded in the public records of Bristol County, Massachusetts.
19. **Attorney Fees.** In connection with any litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.
20. **No Agency.** Nothing in this Agreement shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
21. **Time of Essence.** Time is of the essence of each and every provision of this Agreement.
22. **Entire Declaration.** This Agreement contains the complete understanding and Agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
23. **Notices.** If a party desires to give notice to the other, such notice shall be in writing and addressed to the party for whom it is intended at the addresses set forth below:

If to HUNT:

Hunt Real Estate Services, Inc.
5100 W. Kennedy Blvd., Suite 100
Tampa, Florida 33609

If to CLARK'S COVE:

JOHN W. WILLIAMS MGR and to:
657 ORCHARD ST. SUITE 200
NEW BEDFORD, MA 02744

All notices shall be deposited in the United States mail, certified mail or registered mail, return receipt requested with postage prepaid, or sent by Federal Express or comparable overnight mail service. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice.

24. **No Waiver.** The rights of the parties shall be cumulative and the failure on the part of a party to exercise properly any rights given under this Agreement shall not operate to waive or forfeit any such rights.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

26. **Third Party Beneficiary.** Family Dollar Stores of Massachusetts, Inc. shall be deemed a third party beneficiary of the rights granted **HUNT** under this Agreement for so long as Family Dollar Stores of Massachusetts, Inc. is a tenant of or otherwise occupies Lot B and may take such action as **HUNT** could to enforce and interpret such rights if **HUNT** fails to do so.

27. **Eminent Domain.**

- a. Except as otherwise provided in subparagraph (b) below, nothing herein shall be construed to give any Owner hereunder any interest in the property of another Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Owner's Lot. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of any of the Lots affected hereby, the award attributable to the land and improvement of such portion so taken shall be payable only to the Owner thereof, and no claim thereon shall be made by the other Owners.
- b. The Owner or Owners or Tenant of a Lot whose land is benefited by an easement affected by an eminent domain proceeding may file collateral claims with the condemning authority for its losses sustained as a direct or indirect result of the taking proceeding as a separate claim from the value of the land area and improvements taken from the other Owner. Such losses may include, but not be limited to, areas of common use such as common ingress and egress, utilities and utility easements, disruption of traffic or traffic patterns between the parcels, loss of business, or any other matter which may, from time to time, be dealt with or used in common by the Owners of the Lots.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officers of **HUNT** and **CLARK'S COVE** on the day and year indicated below.

WITNESSES AS TO CLARK'S COVE:

Patricia A. Ashley
Printed Name: Patricia A. Ashley

Sara B. O'Leary
Printed Name: SARA B. O'LEARY

CLARK'S COVE:

CLARK'S COVE DEVELOPMENT CO., LLC
a Massachusetts limited liability company

By: John E. Williams
Printed Name: JOHN E. WILLIAMS
Its: MANAGER

Dated: 3/31/17

STATE OF MASSACHUSETTS
COUNTY OF BRISTOL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOHN E. WILLIAMS MANAGER, of CLARK'S COVE DEVELOPMENT CO., LLC, a Massachusetts limited liability company, freely and voluntarily under authority duly vested in him by said company. ☐ He/~~she~~ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31ST day of MARCH 2017.

Sara B. O'Leary
Notary Public
SARA B. O'LEARY
Typed, printed or stamped name of Notary Public

My Commission Expires: 10/24/2019



WITNESSES AS TO HUNT:

Mary V. Bernard
Printed Name: Mary V. Bernard

Mary V. Bernard
Printed Name: Mary V. Bernard

HUNT:

HRES ORCHARD, LLC,
a Florida limited liability company

By: Hunt Real Estate Services, Inc.,
a Florida corporation, as Manager

By: M. Scott Meckley
M. Scott Meckley
Its: Vice President

Dated: March 29, 2017

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by M. Scott Meckley, as Vice President, of Hunt Real Estate Services, Inc., a Florida corporation, as Manager of HRES ORCHARD, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said company. ☒ He is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of March, 2017.

Mary Virginia Bernard
Notary Public - Mary Virginia Bernard

My Commission Expires: July 17, 2017

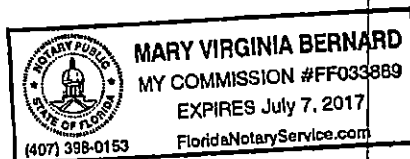


Exhibit A
Legal Description of Lot A

The land situated in New Bedford, Bristol County, Massachusetts, with the buildings thereon bounded and described as follows:

BEGINNING at the northwesterly corner thereof at the intersection of Bolton Road and Swift Street; thence running easterly by said Swift Street four hundred forty-five (445) feet, more or less, to Orchard Street; thence running southerly by said Orchard Street nine hundred eighty and eighty one-hundredths (980.80) feet to property now or formerly of the Gosnold Mills; thence running westerly at an interior angle of eighty-nine degrees fifty-one minutes ($89^{\circ} 51'$) by said Gosnold Mills land in part through the center of a brick wall five hundred forty-one and eighty-three one-hundredths (541.83) feet, more or less, to said Bolton Road; and thence running northerly by said Bolton Road about nine hundred eighty-five (985) feet to the point of beginning.

Together with all the right, title and interest of the Grantor in, to and concerning a certain twenty-four inch (24") pipe, commencing at the dividing line between the above-described parcel and said land of the Gosnold Mills property and running through said land of the Gosnold Mills property and running through said land of the Gosnold Mills property through Orchard and Cove Streets; thence through a twenty (20) foot strip of land to and into the water of Clark's Cove to a certain well or structure therein situated, particularly including herein all the right, title and interest of the Grantor in and to said twenty (20) foot strip of land and said well or structure and all other rights included or specified in, and subject to the obligations contained in, two certain instruments from the New England Cotton Yarn Company to and with Lawrence A. Ford, both dated August 14, 1902 and respectively recorded with said Bristol County, South District Registry of Deeds, Book 228, Pages 286 and following and Book 228, Pages 294 and following.

FOR TITLE see deed from The Goodyear Tire & Rubber Company dated October 15, 2004 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 7223, Page 263.

LESS AND ACCEPT

A CERTAIN TRACT OF LAND, SITUATED IN THE CITY OF NEW BEDFORD, COMMONWEALTH OF MASSACHUSETTS AND BEING SHOWN AS LOT 1A ON A PLAN ENTITLED, "PLAN OF LAND IN NEW BEDFORD, MA, PREPARED FOR CLARK'S COVE DEVELOPMENT, CO., LLC", DATED JULY 12, 2006, RECORDED WITH BRISTOL SOUTH DISTRICT REGISTRY OF DEEDS IN PLAN BOOK 159, PLAN 14 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF ORCHARD STREET AT THE INTERSECTION WITH THE SOUTHERLY SIDELINE OF SWIFT STREET, THENCE ALONG SAID ORCHARD STREET, S $24^{\circ} 59' 50''$ W A DISTANCE OF 217.50 FEET;

THENCE BY LOT 2A AS SHOWN ON SAID PLAN, N $64^{\circ} 59' 40''$ W A DISTANCE OF 200.00 FEET;

THENCE TURNING AND CONTINUING BY LOT 2A, N $24^{\circ} 59' 50''$ E A DISTANCE OF 217.50 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF SWIFT STREET;

THENCE ALONG SAID SWIFT STREET, S $64^{\circ} 59' 40''$ E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 43,500 SQUARE FEET OR 0.998 ACRES MORE OR LESS.

Exhibit B

Legal Description of Lot B

LOT 1A, containing 43,500 square feet (0.998 Acres) as shown on the plan entitled: "Plan of Land situated in New Bedford, MA Prepared for Clark's Cove Development Co., LLC" dated July 12, 2006, and recorded at the Bristol County (S.D.) Registry of Deeds in Plan Book 159, Page 14.

FURTHER DESCRIBED AS:

A CERTAIN TRACT OF LAND, SITUATED IN THE CITY OF NEW BEDFORD, COMMONWEALTH OF MASSACHUSETTS AND BEING SHOWN AS LOT 1A ON A PLAN ENTITLED, "PLAN OF LAND IN NEW BEDFORD, MA, PREPARED FOR CLARK'S COVE DEVELOPMENT, CO., LLC", DATED JULY 12, 2006, RECORDED WITH BRISTOL SOUTH DISTRICT REGISTRY OF DEEDS IN PLAN BOOK 159, PLAN 14 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF ORCHARD STREET AT THE INTERSECTION WITH THE SOUTHERLY SIDELINE OF SWIFT STREET, THENCE ALONG SAID ORCHARD STREET, S 24° 59' 50" W A DISTANCE OF 217.50 FEET;

THENCE BY LOT 2A AS SHOWN ON SAID PLAN, N 64° 59' 40" W A DISTANCE OF 200.00 FEET;

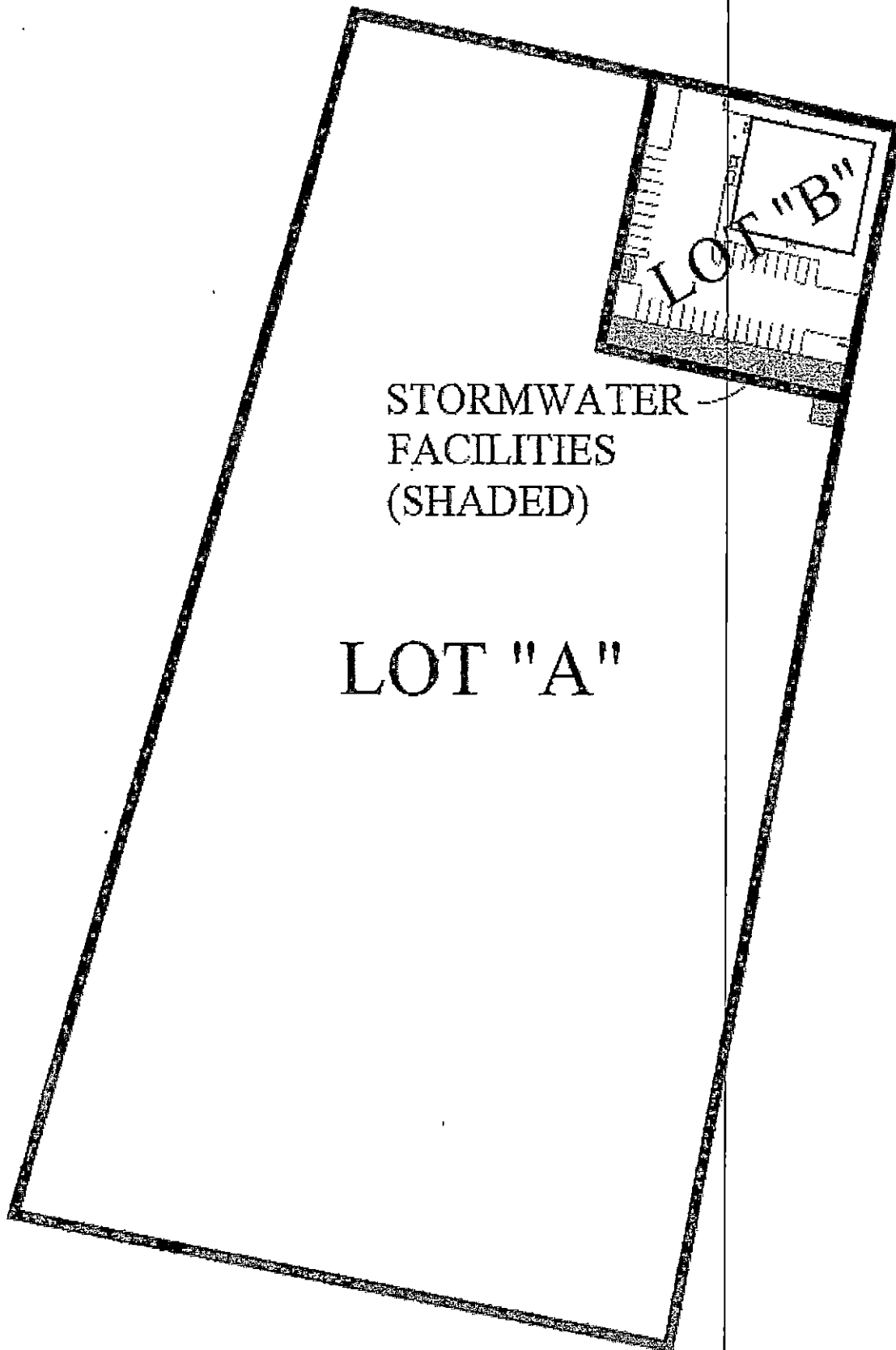
THENCE TURNING AND CONTINUING BY LOT 2A, N 24° 59' 50" E A DISTANCE OF 217.50 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF SWIFT STREET;

THENCE ALONG SAID SWIFT STREET, S 64° 59' 40" E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 43,500 SQUARE FEET OR 0.998 ACRES MORE OR LESS.

Exhibit C

Site Plan



CONSENT BY MORTGAGEE FOR LOT A

The undersigned, being the holder of that certain Mortgage executed by CLARK'S COVE DEVELOPMENT CO., LLC, a Massachusetts limited liability company, to BayCoast Bank dated July 12, 2010 and recorded in Official Records Book 9764 at Page 242 of the Public Records of Bristol County, Massachusetts ("Mortgage"), does hereby consent to the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions to which this Consent is attached for the purpose of subordinating the lien of the Mortgage upon Lot A to the easements granted therein.

By: Ann M. Auger
Its: Senior Vice President
Dated: 3/31/17

STATE OF MA
COUNTY OF Bristol

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Ann M Auger, the Sr. Vice President of Baycoast, a Baycoast, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of March, 2017.

[Signature]
Notary Public

NANCY L Silva
Typed, printed or stamped name of Notary Public

My Commission Expires: 2/27/20

Southern Bristol Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

| | |
|--|------------------|
| Document Number | : 7652 |
| Document Type | : DEED |
| Recorded Date | : April 04, 2017 |
| Recorded Time | : 02:08:16 PM |
| Recorded Book and Page | : 12036 / 17 |
| Number of Pages(including cover sheet) | : 5 |
| Receipt Number | : 24821 |
| Recording Fee (including excise) | : \$2,633.00 |

MASSACHUSETTS EXCISE TAX
Bristol ROD South 001
Date: 04/04/2017 02:08 PM
Ctrl# 021750 17218 Doc# 00007652
Fee: \$2,508.00 Cons: \$550,000.00

Southern Bristol Registry of Deeds
Frederick M. Kalisz, Jr., Register
25 N. 6th Street
New Bedford, MA 02740
508-993-2603
www.NewBedfordDeeds.com

545 Orchard Street, New Bedford, Massachusetts

QUITCLAIM DEED

CLARK'S COVE DEVELOPMENT CO., LLC, a Massachusetts Limited Liability Company with a principal office located at 651 Orchard Street, Suite 200, New Bedford, Massachusetts 02744

for consideration paid, and in full consideration of Five Hundred Fifty Thousand Dollars (\$550,000.00)

grants to HRES ORCHARD, LLC, a Florida Limited Liability Company with a principal office located at 5100 W. Kennedy Boulevard, Suite 100, Tampa, Florida 33609

with QUITCLAIM COVENANTS

the land, located in New Bedford, Bristol County, Massachusetts, more particularly bounded and described as follows:

See Exhibit "A" Legal Description attached hereto and made a part hereof.

Property Address: 545 Orchard Street, New Bedford, Massachusetts 02744.

This conveyance does not constitute a sale of all or substantially all of the assets of the Grantor located within the Commonwealth of Massachusetts.

Being a portion of the premises conveyed to the Grantor herein by deed dated October 11, 2004, and recorded at the Bristol County (S.D.) Registry of Deeds in Book 7223, Page 263.

IN WITNESS WHEREOF, the said CLARK'S COVE DEVELOPMENT CO., LLC has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by John E. Williams, its Manager, this 28th day of March, 2017.

CLARK'S COVE DEVELOPMENT CO., LLC

Sara B. O'Leary John E. Williams, Manager
Witness By: John E. Williams, Manager

THE COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

March 28, 2017

Then personally appeared the above-named John E. Williams, Manager of CLARK'S COVE DEVELOPMENT CO., LLC, who proved to me through satisfactory evidence of identification which was a MA Drivers license to be the person whose name is signed on this document, and acknowledged to me that said instrument was signed and sealed on behalf of said corporation and that he signed it voluntarily for its stated purpose before me,



Sara B. O'Leary
Sara B. O'Leary, Notary Public
My commission expires: 10/24/2019

EXHIBIT A

LOT 1A, containing 43,500 square feet (0.998 Acres) as shown on the plan entitled: "Plan of Land situated in New Bedford, MA Prepared for Clark's Cove Development Co., LLC" dated July 12, 2006, and recorded at the Bristol County (S.D.) Registry of Deeds in Plan Book 159, Page 14.

FURTHER DESCRIBED AS:

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THENCE BY LOT 2A AS SHOWN ON SAID PLAN, N 64° 59' 40" W A DISTANCE OF 200.00 FEET;

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THENCE ALONG SAID SWIFT STREET, S 64° 59' 40" E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 43,500 SQUARE FEET OR 0.998 ACRES MORE OR LESS.

MASSACHUSETTS

Statutory form of

QUITCLAIM DEED

(CORPORATE)

CLARK'S COVE DEVELOPMENT CO., LLC

to

HRES ORCHARD, LLC

.....2017...
at.....o'clock and..... minutes...m
Received and entered with.....
.....Deeds
Book.....Page.....

Attest:

.....

From the Office of:

SULLIVAN, WILLIAMS & QUINTIN
651 Orchard Street, Suite 200
New Bedford, MA 02744
Tel No. (508) 992-7911
Fax No. (508) 991-8687