Expires 5/18/19



CITY OF NEW BEDFORD SEWER AND/OR STORM DRAIN PERMIT

DATE 5 16 18

PERMIT NO. 24583

This certifies that permission is granted to	
Property Owner Address	ream St. New BedCard MA. 02740 Tel. 774-930-8954
To connect a sewer and/or storm drain located at	TUALLA INC.
Assessor's Plot 1 ot 188 to the sewer a	nd/or storm drain in Columbia St. Street
To be laid in accordance with the conditions in this ap	plication and the City of New Bedford ordinances. MERCIAL INDUSTRIAL FLOWG.P.D.
	CASOMENT OHOCLOOK
If applicant other than actual property owner, attach Le	Tel
Mailing Address	ed to perform this work is:
	Tel.
Requires separate connections for sewage and	d storm drain where applicable. Storm water cannot be discharged to a
 sanitary sewer. All work must be inspected and approved by If this connection is to be part of a private ser Joint Maintenance Agreement. 	
Public Infrastructure of required plans and su	pplemental information.
 In addition, a City-issued Industrial User Disc 	charge Permit and/or a Sewer Extension/Connection Permit issued by the
Industrial User Discharge Permit No	ll be required by the City for Industrial Discharge into the sewer system. Date
Comm. Mass. Sewer Conn./Ext. Permit No	Date
Bank# Check#	Date 5-15 8 Receipt# 1691250
Bank# Check#	Date 5-15 Receipt# 1671450
Other requirements:	
Sewer	
Connection made to Part of jo	bintly-shared private line YES NO
	C.L. Cit. S.N., Rolford, and such
Applicant agrees to abide by the above terms,	as well as all pertinent ordinances of the City of New Bedford, and such olic Infrastructure and/or City Engineer may deem necessary
other special rules as the Commissioner of rule	× Mice (U)
City Engineer	Signature of Property Owner or Representative
Almy Manager	Signature of Tropers
	INSPECTOR'S REPORT
INSPECTED BY: SEE WHITE SHEET	
DATE: COMMENTS:	
	COLUMBIA ST
APPROVED DISAPPROVI	The state of the s
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SIGNATURE	September 19 19 19 19 19 19 19 19 19 19 19 19 19
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Inspection 5-31-011:00

Expires 5/16/19

CITY OF NEW BEDFORD SEWER AND/OR STORM DRAIN PERMIT

DATE 5 16 18

This certifies that permission is granted to A New Bedford MA. 02740 Gree Demers 274 allen **Property Owner** Address To connect a sewer and/or storm drain located at . 274 Allen Relocate sewera in To be laid in accordance with the conditions in this application and the City of New Bedford ordinances. TYPE OF USE; RESIDENTIAL COMMERCIAL **INDUSTRIAL** G.P.D. FLOW CASoment If applicant other than actual property owner, attach Letter of Authorization from Property Owner. Name.....Tel...... Mailing Address The Bonded Contractor/Drain Layer authorized to perform this work is: Name Un.C. SMHL Address 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. Comm. Mass. Sewer Conn./Ext. Permit No.

A Filing and Inspection Fee of \$ 450... plus an Entrance Fee of \$..... where applicable, must accompany this application. Check# Receipt# 1691250 FOR INSPECTION ONLY A 24 HOUR NOTICE IS REQUIRED AND THE Other requirements:.... CONTRACTOR/APPLICANT IS REQUIRED TO NOTIFY THE D.P.I. Sewe @ 508 979-1550 Press 4 Repair PERMIT EXPIRES 1 YEAR YES NO Connection made to 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 of Property Owner or Representative INSPECTOR'S REPORT INSPECTED BY: ANTONIO 5 23 2018 DATE: COMMENTS: BASMELLI SENSE DE + 60 DISAPPROVED APPROVED

SKETCH PLAN

Expires 5/16/19

PERMIT NO. 24583

CITY OF NEW BEDFORD SEWER AND/OR STORM DRAIN PERMIT

DATE_5|16|18

This certifies that permission is granted to

Property Owner Add	lress	Te	erd MA. (
To connect a sewer and/or storm drain le	ocated at 274 Alle	nSt.	6	
7 100			nbia St	Street
Assessor's PlotLot	ions in this application and the	e City of New Bedford INDUSTRIAL	ordinances. FLOW	G.P.D.
Name	Layer authorized to perform t	zation from Property CTel his work is:		
Name (n) C. SMHL. Type of Pipe Required:	Address P.C.		Tel.	
PERMIT EXPIRES ONE YEAR AFT	ER DATE OF ISSUE	i i		
Bank# FOR NOT CON REC	approved by a D.P.I. inspect of a private service shared join rial and/or Commercial Applied plans and supplemental infectrial User Discharge Permit a tts D.E.P. shall be required by the provided plans an Entrance Fee of Check# AINSPECTION ONLY A 24 HOUTICE IS REQUIRED AND THE STRACTOR/APPLICANT IS DUIRED TO NOTIFY THE D.P.I. 18 979-1550 Press 4 Repair MIT EXPIRES 1 YEAR	cants only upon receip ormation. nd/or a Sewer Extension the City for Industrial Date	owners, attach copy t and approval by the on/Connection Permit Discharge into the se	of Recorded Commissioner of issued by the ewer system.
Applicant agrees to abide by the sother special rules as the Commis	sioner of Public Infrastruct	ure and/or City Engin	the City of New Beneer may deem necessary	ssary
	INSPECTOR	S REPORT		
INSPECTED BY: DATE: COMMENTS:				
APPROVED D	ISAPPROVED			3 20 2
SIGNATURE				

SKETCH PLAN

DISPLAY PERMIT IN A CONSPICUOUS PLACE ON THE PREMISES



Commonwealth of Massachusetts

City of New Bedford

133 William Street New Bedford, MA 02740



SEWER PERMIT

Date. 5/2	23/2018				No.	VV VV -	18-33
Sewer Co	nnection Fee:	\$450.00]	Pipe Size:		0.00	
				Trench Length	•	0.00	
Service Location:	274 AL	LEN ST		Owner Name:	DEMERS GR	EG R	e
Type of Occupancy:	_Residentia	1		Type of Work:	Sewer - Nev	v Sewer Se	rvice
Work Description:	SEWER PER	MIT#24583					
	p.35 I.188						
		ST CONNECTING INTO CO	OLUMBIA	ST-			
		SEWER + INSTALL MANH PROVIDE MANHOLE) HIR		RACTOR W	ILL INSTALL	EXPIRES 0	5/16/19
No. of Units :	0	Required Design Daily Flow :		0.00	Provided Daily Flo	w:	0.00

Installing Company Name: Eric W. Smith

License Type:

CSL-DM Residential

Demolition Only

DISPLAY PERMIT IN A CONSPICUOUS PLACE ON THE PREMISES



Commonwealth of Massachusetts

City of New Bedford

133 William Street New Bedford, MA 02740



SEWER PERMIT

Addition MAIN SEWEMAND, if such permission is granted, hereby agrees to the following:

- 1. To abide by the conditions and regulations imposed by the Commissioner of Public Works by statute or by ordinance now in force, or as amended from time to time.
- 2. That the connection of said sewer with the main sewer shall be inspected by an employee of the department of Public Works or by a designated agent of the Town before burial of said connection.
- 3. That the work shall at all times be under the direction and control of the Commissioner of Public Works or his authorized agent, and that any expense incurred by the Town shall be charged to the permittee, and said permittee

agrees to reimburse the Town for said expense.

GRANTED WITH THE USUAL CONDITIO	NS
_	
	COMMISSIONED

&ZF25

BK 12444 PG 155

Bristol South
Resistry District

RECORDED ON

On: May 17,2018 at 02:36P

Greg R. Demers 274 Allen Street New Bedford, Ma 02740 GRANTEES

Carlos B. Amaral and Cecilia T. Amaral 270 Allen Street New Bedford, Ma 02740 GRANTORS

After recording return to:

Greg R. Demers 274 Allen Street New Bedford, Ma 02740

SEWER LINE EASEMENT AND MAINTENANCE AGREEMENT

Recitals

Whereas:

- A. Greg R. Demers (hereinafter "Grantees") are the owners of a parcel of real property located at 274 Allen Street, in the City of New Bedford, Bristol County, Massachusetts (hereafter "Grantees' Property") which is described in deed dated March 27, 2002, recorded at the Bristol County S.D. Registry of Deeds in Book 5448, Page 190. The property is known as City of New Bedford Assessors' PARCEL ID 35 188 in the City of New Bedford, County of Bristol and State of Massachusetts.
- B. Carlos B. Amaral and Cecilia T. Amaral (hereinafter "Grantors") is the owner of a parcel of real property located at 270 Allen Street, in the City of New Bedford, Bristol County, Massachusetts (hereafter "Grantors' Property") which is described in deed dated October 9, 2008 and recorded at the Bristol County S.D. Registry of Deeds in Book 9165, Page 18. The property is known as City of New Bedford Assessors' PARCEL ID 35 50, in the City of New Bedford, County of Bristol and State of Massachusetts.
- C. The current party sewer line serving Grantees' Property is not functioning for Grantees' Property, and it has become necessary to establish a separate sewer line. Grantees need and desire access across Grantors' Property to construct a new sewer line, connect to the public sewer and maintain the new connection to the public sewer. Grantors agree to allow an easement to be established across Grantors' Property to allow for the sewer construction, connection and future maintenance.
- D. The parties desire to enter into an agreement to create an express, written easement for the sewer line, a maintenance agreement for the repair and maintenance of the sewer line, and to establish rules and regulations to govern the use, maintenance and repair of the easement.

WHEREFORE, in consideration of the above recitals, the parties enter into the following:

Agreement

1. Grant of Easement for Sewer Line; Location.

Grantors, in consideration of one dollar, grant to Grantees, their successor and assigns, with quitclaim covenants, an easement for the sewer line as depicted in the drawing set forth in attached Exhibit A and as described as follows:

A sanitary sewer easement located on the South 5 feet of PARCEL 35 50 running west to east, in the City of New Bedford, County of Bristol and State of Massachusetts

- 2. Use and purpose of the easement. Grantees, and all future owners of Grantees' Property, and their agents, independent contractors and invitees, shall use the easement only for a sewer line and maintenance and repair of the sewer line over Grantors' Property. The purpose of the easement is primarily for personal, family and household use by Grantees and the future owners of Grantees' Property, and their agents, independent contractors and invitees.
- 3. Type of easement. The easement created by this grant and agreement is an easement appurtenant, not an easement in gross:
- 4. Duration of the easement. The easement shall be perpetual, shall run with the land, and shall inure to the benefit of Grantees, their successors in interest, heirs and assigns and all future owners of Grantees' Property.
- 5. Relationship to other easements or encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
- 6. Acceptance of terms; Deed. By acceptance of the deed to their property, future owners of Grantees' Property and Grantors' Property become parties to and are bound by this agreement whether or not expressly stated in their deed.
- 7. Maintenance and Repair of the Sewer Line. Grantees and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, Grantees will return the easement to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time. Grantors, and their successors in interest, shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the easement or the sewer line due to the intentional, negligent or abnormal use by any party, or the party's agents, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at that party's sole expense.
- 8. Use of easement by owners of Grantors' Property, Grantors, and future owners of Grantors' Property, shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement.

9. MASSACHUSETTS LAW AND FORUM.

The Declaration shall be construed according to the laws of the State of Massachusetts even if Massachusetts choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Declaration shall occur, if in the state courts, in the Bristol County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Massachusetts. Any arbitration or other form of alternative dispute resolution arising out of this Declaration shall take place in an appropriate forum within Massachusetts.

Witness our hands and seals this day of May, 2018.

"Grantees"

"Grantors"

"Grantors"

Commonwealth of Massachusetts

Bristol, ss.

Before me, the undersigned authority, on this day of May, 2018, personally appeared Greg R. Demers, who proved to me through satisfactory evidence of identification which was a Massachusetts Driver's License, to be the person, whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged the foregoing instrument to be his free act and deed.



Notary Public:

Commission Expires: [1 30/2023

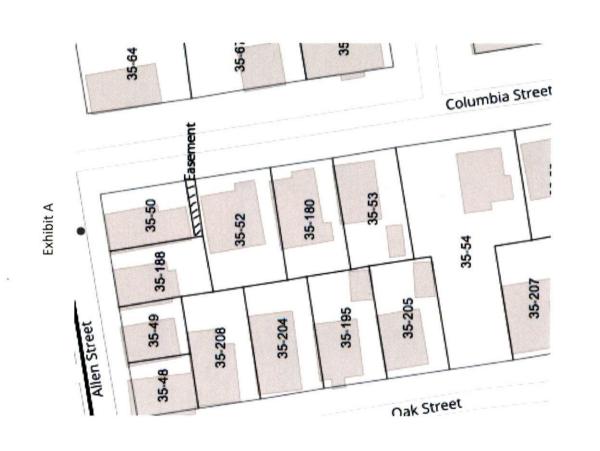
Commonwealth of Massachusetts

Bristol, ss.

Before me, the undersigned authority, on this day of May, 2018, personally appeared Carlos B. Amaral and Cecilia T. Amaral, who proved to me through satisfactory evidence of identification which were Massachusetts Driver's Licenses, to be the persons, whose name are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose and acknowledged the foregoing instrument to be their free act and deed.

Notary Public:

My Commission Expires:



Work (Order	Numb	er: 18-007402								5/24/2018 2:40 PM
Category:	y: Service Lateral Gravity				1	Priority:				2.701 ///	
Problem:	Loca	Investigate / Inspect				(Crew:				
Cause:						\$	Supervisor:	STEPHA	NIE DUPRAS		
Main Task:	Inves					;	Status:	New Wo	New Work Order		
Work Order Sta	rt Date/	Time:				'	Nork Order E	End Date/Tin	ne:		
Location 274 ALLEN S											
SEWER INSPE			est FOR 5/21/18 @ 11:00, S	EWER	# 24583 l	PLOT 3	5 LOT 188				
Task Start Date	Time:					Task	End Date/Ti	me:			
Task Code:		SWT220 Ta		Tas	ask Description:		Investigate / Inspect				
						_	Тіте Туре			_	
Employee Number 14950		Employee Name ANTONIO LEMOS		Reg 0.00		<u>OT</u> 0.00	<u>Normal</u> 0.00	<u>Type</u> REGULAI	<u>Type</u> REGULAR TIME		
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