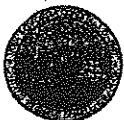


#3



CITY OF NEW BEDFORD, MASSACHUSETTS  
CLERK OF COMMITTEES OFFICE - ROOM 213 - CITY HALL

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES:  
☒ SALES AND RENTALS ☒ BODY REPAIR ☒ GENERAL REPAIR ☒ LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 1

The undersigned petitions the City Council to grant a SPECIAL PERMIT in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

Owner/Landlord EMPIRE Ford of New Bedford Inc 395 Mt. Pleasant St  
Full Name and/or Company Address (Attach copy of Certificate of Title or Deed.)

OTHER Owner(s)/Landlord(s) (if applicable) \_\_\_\_\_

Lessee \_\_\_\_\_  
Full Name and/or Company Address  
(Attach copy of Lease or Tenant Agreement and Notarized letter from owner to tenant or buyer for application for this permit - on Letterhead and/or copy of Purchase & Sale Agreement or lease, where applicable.)

OTHER Lessee(s) (if applicable) \_\_\_\_\_

Location of Premises 395 Mt Pleasant St  
Street Number Name of Street

Assessor's Plot 96 6  
Plot No. Lot No. Book No. Page No.

Dimensions of Lot \_\_\_\_\_  
Frontage Depth Area Sq. Ft.

Zoning District(s) in which premises are located \_\_\_\_\_

Premises in present ownership since \_\_\_\_\_  
Date of Purchase

Number of buildings on lot ONE

Size of existing buildings 24,768

Size of proposed buildings 24,768

Present use of premises Automotive

Proposed use(s) and Number of Cars/People on Premises at any given time (Adequate Parking): \_\_\_\_\_

Extent of proposed alterations \_\_\_\_\_

Explain the need for the SPECIAL PERMIT and what changes are proposed?  
\_\_\_\_\_

As currently operating

Have plans been submitted to the Department of Inspectional Services?  
(Recorded Plans, accurately scaled as required by the D.I.S., must be included with this application.)

Has the Commissioner of the Department of Inspectional Services refused to issue a permit? YES  
If so, Reason: NEED

A non-refundable filing fee is required when submitting the application, payable by check or money order to the City of New Bedford. The filing fee will not be refunded regardless of whether or not the petition is granted. The fee covers the cost of processing the decision, including advertising and the mailings. Incomplete or improperly filed applications will be returned to the applicant for resubmission.

A Certified Abutter's list must also accompany this application, which must be compiled in the Planning Department and Certified at the Assessor's Office. M.G.L. Ch. 40, mandates advertising request two times prior to the scheduled hearing date. Advertising will be in the Standard-Times.

**FEE SCHEDULE AS OF JULY 2007: \$700.00 FOR FIRST 10,000 SQ. FT. PLUS \$100.00 EVERY ADDITIONAL 10,000 SQ. FT.**

**PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -**  
**(X) SALES AND RENTALS (X) BODY REPAIR (X) GENERAL REPAIR (X) LIGHT SERVICE**

**TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 2**

All applications must be filled out completely and be submitted with the required drawings. Attach required drawings or proposed plans to this Petition. Must be done in BLACK INK to produce legible copies. If Petition is granted, the plans are specific to the plans submitted unless the City Council states otherwise.

Must provide Site Plan identifying positioning of existing structures. Must show footprint and dimensions. Show Rear, Front and Side Distances between Structure and Boundary Lines. Must provide separate site plan showing proposed alterations or additions with side, front and rear set property lines identified.

By signing this application, the Petitioner is stating that they have read and understand this Application and the accompanying instructions and information. Also, if granted, that the Special Permit needs to be recorded and acted on within one year.

I have read and understand this application and the accompanying instructions and information.

Respectfully submitted:

Owner(s)

Signature

(Must be signature of current owner on record)

(Although not a requirement of submission, you may wish to contact an attorney to help you with your application and Public Hearing.)

Represented by:

Signature

Lessee(s) EMPIRE Ford of New Bedford

(If Corporation, must have letter on Letterhead

Authorizing person to sign on Corporation's behalf.)

345 Mt. Pleasant St.

Address 428 Pleasant St Fall River MA 02721

City/State/Zip Code

(If Corporation, must have letter on Letterhead

Authorizing person to sign on Corporation's behalf.)

City/State/Zip Code

Telephone No. (Home) 508-889-8324

(Business) 508-673-7646 x201

Other Owner(s)

Address

City/State/Zip Code

City/State/Zip Code

Telephone No. (Home)

(Business)

I do do not consent to the above application. I suggest the following conditions be included in application:

This request does not include the existing owner's signature. Planning's sign-off is predicated on the representation made by the potential owner that Empire Ford is purchasing the subject property on April 16, 2018, and that the sale goes through. Zoning Enforcement Officer shall be responsible for determining compliance with the city's Zoning Ordinance.

City Planner

Date

I do do not consent to the above application. I suggest the following conditions be included in application:

Once Approval the 20 Day right of Appeal takes effect - After 20 Days Take to City Clerk to Stamp To Registry of Deeds for Recording - then go to Room 308 - TO GET the Building Permit

Wanda A. Donohue

3/26/18

Dept. of Inspectional Services Commissioner Date

I do/do not consent to the above application. I suggest the following conditions be included in application:

Licensing Board Clerk

Date

I do/do not consent to the above application. I suggest the following conditions be included in application: (General, and Body Repairs & Light Service Only)

Dept. of Public Infrastructure Commissioner

Date

I do/do not consent to the above application. I suggest the following conditions be included in application: (Petroleum: Any on Premises; if so, Tanks only - Above or Underground?; Prior Use?; Use to be Continued?)

City Clerk

Date

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -  
(X) SALES AND RENTALS (X) BODY REPAIR (X) GENERAL REPAIR (X) LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 2

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Respectfully submitted:

Owner(s)  
Signature [Signature]  
(Must be signature of current owner on record)

(Although not a requirement of submission, you may wish to contact an attorney to help you with your application and Public Hearing.)

Represented by:  
Signature \_\_\_\_\_

Lessee(s) EMPIRE Ford of New Bedford  
(If Corporation, must have letter on Letterhead  
Authorizing person to sign on Corporation's behalf.)  
345 Mt. Pleasant St.  
Address 428 Pleasant St Fall River MA 02721  
City/State/Zip Code

(If Corporation, must have letter on Letterhead  
Authorizing person to sign on Corporation's behalf.)

Telephone No. (Home) 508-884-8324

(Business) 508-673-7646 x 201

Other Owner(s) \_\_\_\_\_

Address \_\_\_\_\_  
City/State/Zip Code

City/State/Zip Code

Telephone No. (Home) \_\_\_\_\_

(Business) \_\_\_\_\_

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City Planner

Date

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[Signature] 3/26/18  
Dept. of Inspectional Services Commissioner Date

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Licensing Board Clerk

Date

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Dept. of Public Infrastructure Commissioner

Date

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(Petroleum: Any on Premises; if so, Tanks only - Above or Underground?; Prior Use?; Use to be Continued?)

City Clerk

Date

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -  
(X) SALES AND RENTALS (2) BODY REPAIR (4) GENERAL REPAIR (4) LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 2

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Owner(s)

Signature

(Must be signature of current owner on record)

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Represented by:

Signature

Lessee(s) EMPIRE Ford of New Bedford

(If Corporation, must have letter on Letterhead

Authorizing person to sign on Corporation's behalf.)

395 Mt. Pleasant St.

Address 428 Pleasant St Fall River MA 02721

City/State/Zip Code

(If Corporation, must have letter on Letterhead

Authorizing person to sign on Corporation's behalf.)

City/State/Zip Code

Telephone No. (Home) 508-889-8324

(Business) 508-673-7646 x201

Other Owner(s)

Address

City/State/Zip Code

City/State/Zip Code

Telephone No. (Home)

(Business)

I do/do not consent to the above application. I suggest the following conditions be included in application:

/ City Planner

Date

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Give Approval etc 20 Day right of Appeal takes effect - After 20 days Take to City Clerk to Stamp To Registry of Deeds for Recording - then go to Room 308 - TO GET the Building Permit  
James P. Romaine 3/26/18  
Dept. of Inspectional Services Commissioner Date

I do/do not consent to the above application. I suggest the following conditions be included in application:

MUST APPLY FOR GLASS & LICENSE + NV AUTO 304 SHAS LIC

[Signature]  
Licensing Board Clerk

3/26/18  
Date

I do/do not consent to the above application. I suggest the following conditions be included in application: (General, and Body Repairs & Light Service Only)

Dept. of Public Infrastructure Commissioner

Date

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(Petroleum: Any on Premises; if so, Tanks only - Above or Underground?; Prior Use?; Use to be Continued?)

City Clerk

Date

**PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -**  
(X) SALES AND RENTALS ( ) BODY REPAIR ( ) GENERAL REPAIR ( ) LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ **PAGE 2**

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Represented by:

Signature

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428 Pleasant St Fall River MA 02721  
City/State/Zip Code

City/State/Zip Code

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(Business) 508-673-7646 x201

Other Owner(s)

Address

City/State/Zip Code

City/State/Zip Code

Telephone No. (Home)

(Business)

I do/do not consent to the above application. I suggest the following conditions be included in application:

✓ City Planner

Date

I do/do not consent to the above application. I suggest the following conditions be included in application:  
Free Approval etc 20 Day right of Appeal takes effect - After 20 Days Take to City Clerk to Stamp To Registry & 01  
REBS FOR Recording - then go to Room 308 - TO Get the Building Permit  
Donny A. Remondinoz 3/26/18  
Dept. of Inspectional Services Commissioner Date

I do/do not consent to the above application. I suggest the following conditions be included in application:

MUST APPLY FOR GLASS I License + MV Auto 504/544 d/c

[Signature]  
Licensing Board Clerk

3/26/17  
Date

I do/do not consent to the above application. I suggest the following conditions be included in application: (General, or Body Repairs & Light Service Only) The lessee must have an MDC Trap and submit proof of a

contract to be inspected/cleaned every six (6) months. Receipts/proof of inspections  
must be submitted to "D.P.I. Attn: IPP"  
Jamie White 4/13/18  
Dept. of Public Infrastructure Commissioner Date

I do/do not consent to the above application. I suggest the following conditions be included in application:  
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City Clerk

Date

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -  
(X) SALES AND RENTALS (X) BODY REPAIR (X) GENERAL REPAIR (X) LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. \_\_\_\_\_ Date: \_\_\_\_\_ **PAGE 2**

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(Although not a requirement of submission, you may wish to contact an attorney to help you with your application and Public Hearing.)

Owner(s)  
Signature [Signature]  
(Must be signature of current owner on record)

Represented by:  
Signature \_\_\_\_\_

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(If Corporation, must have letter on Letterhead  
Authorizing person to sign on Corporation's behalf.)

(If Corporation, must have letter on Letterhead  
Authorizing person to sign on Corporation's behalf.)

Address 395 Mt. Pleasant St.  
428 Pleasant St Fall River MA 02721  
City/State/Zip Code

City/State/Zip Code

Telephone No. (Home) 508-889-8324

(Business) 508-673-7646 x 201

Other Owner(s) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code

City/State/Zip Code

Telephone No. (Home) \_\_\_\_\_

(Business) \_\_\_\_\_

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City Planner

Date

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Free Approval etc. 20 Day right of Appeal takes effect - After 20 Days Take to City Clerk to Stamp To Registry of Deeds for Recording - then go to Room 308 - TO GET THE Building Permit  
William A. Kinnear 3/26/18  
Dept. of Inspectional Services Commissioner Date

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Licensing Board Clerk

Date

I do/do not consent to the above application. I suggest the following conditions be included in application: (General, and Body Repairs & Light Service Only)

Dept. of Public Infrastructure Commissioner

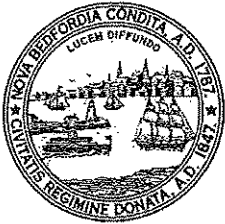
Date

I do/do not consent to the above application. I suggest the following conditions be included in application:  
(Petroleum: Any on Premises; if so, Tanks only - Above or Underground?; Prior Use?; Use to be Continued?)

No Business Card req'd due to incorporation.

City Clerk

Date



# City of New Bedford

## REQUEST for a CERTIFIED ABUTTERS LIST

This information is needed so that an official abutters list as required by MA General Law may be created and used in notifying abutters. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

SUBJECT PROPERTY	
MAP #	96
LOT(S)#	6
ADDRESS: 395 Mt. Pleasant St	
OWNER INFORMATION	
NAME: Mount Pleasant Realty Corp	
MAILING ADDRESS: 395 Mt Pleasant St	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): Empire Ford of New Bedford Inc	
MAILING ADDRESS (IF DIFFERENT):	
TELEPHONE #	Cell 508.400.6816 - Debbie
EMAIL ADDRESS:	dmello@empirehyundai.com
REASON FOR THIS REQUEST: Check appropriate	
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION
<input type="checkbox"/>	PLANNING BOARD APPLICATION
<input type="checkbox"/>	CONSERVATION COMMISSION APPLICATION
<input type="checkbox"/>	LICENSING BOARD APPLICATION
<input checked="" type="checkbox"/>	OTHER (Please explain): City Council

PLANNING  
APR 11 2018  
DEPARTMENT

Once obtained, the Certified List of Abutters must be attached to this Certification Letter.

Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

### Official Use Only:

As Administrative Assistant to the City of New Bedford's Board of Assessors, I do hereby certify that the names and addresses as identified on the attached "abutters list" are duly recorded and appear on the most recent tax.

Carlos Amado

Printed Name

*Carlos Amado*

Signature

4/13/2018

Date

April 13, 2018  
Dear Applicant,

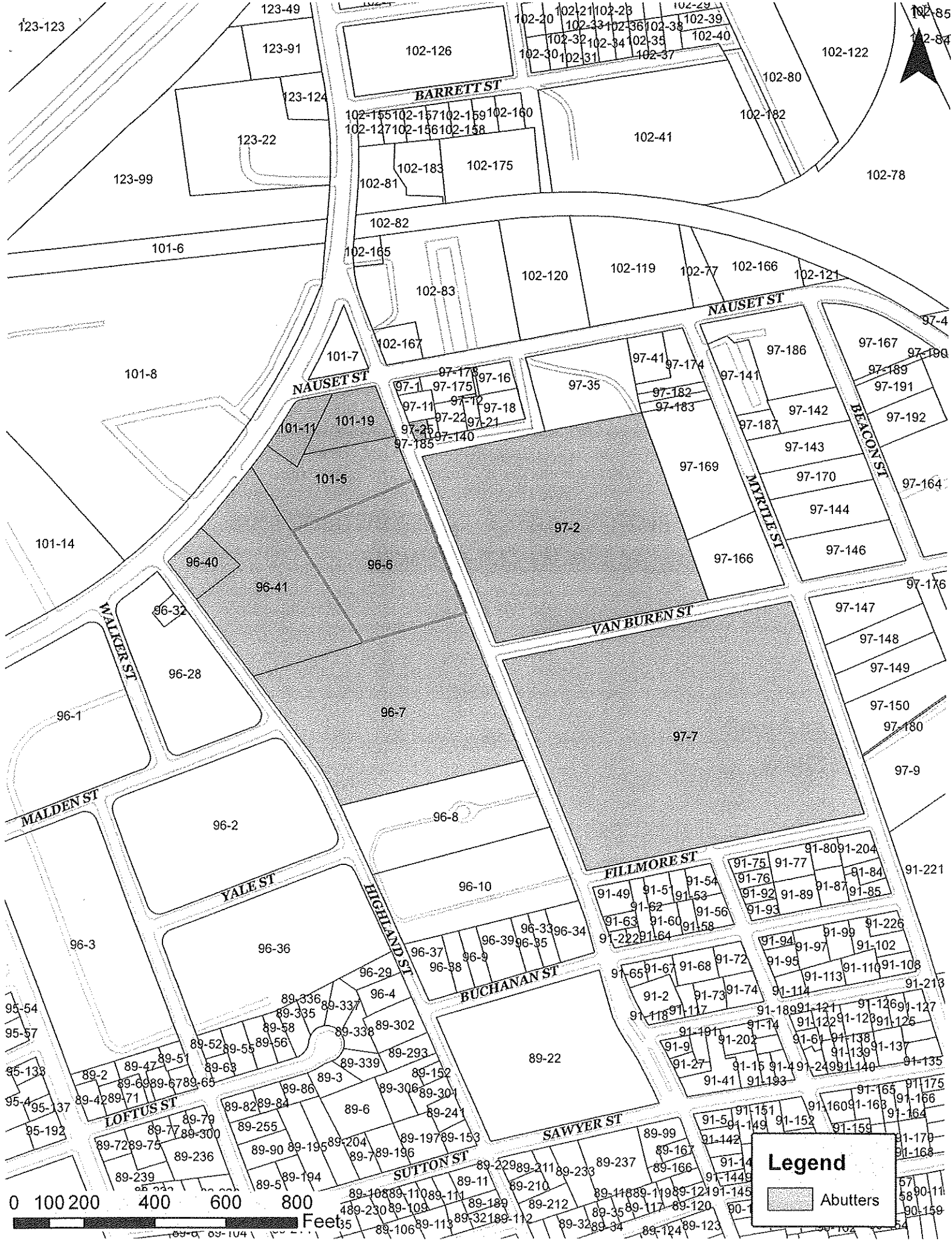
Please find below the List of Abutters within 300 feet of the property known as 395 Mt. Pleasant Street (96-6).  
The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office.  
Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates, and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

Parcel	Location	Owner and Mailing Address
101-11	36 HATHAWAY RD	EL-KHOURY MICHEL, 43 ELIZABETH STREET FAIRHAVEN, MA 02719
97-7	159 FILLMORE ST	N B HOUSING AUTHORITY TR, PRESIDENTIAL HEIGHTS 134 SO SECOND ST NEW BEDFORD, MA 02740
96-7 <i>WS</i>	MT PLEASANT ST	CITY OF NEW BEDFORD, CEMETERY BOARD 131 WILLIAM ST NEW BEDFORD, MA 02740
96-6	395 MT PLEASANT ST	MOUNT PLEASANT REALTY CORP, 395 MT PLEASANT ST NEW BEDFORD, MA 02745
101-19	140 NAUSET ST	SKYE ENTERPRISES LLC, 9 CEDAR RIDGE ROAD NORTH ATTLEBORO, MA 02760
96-40	78 HATHAWAY RD	78 HATHAWAY LLC, 133 FAUNCE CORNER ROAD DARTMOUTH, MA 02747
97-2 <i>ES</i>	MT PLEASANT ST	CITY OF NEW BEDFORD, PARK DEPT 131 WILLIAM ST NEW BEDFORD, MA 02740
101-5	415 MT PLEASANT ST	AREC 6 LLC, C/O U-HAUL INTERNATIONAL P O BOX 29046 PHOENIX, AZ 85038
97-25	422 MT <i>-424</i> PLEASANT ST	NGUYEN TIEP, TIEU TINA THI 424 MOUNT PLEASANT ST NEW BEDFORD, MA 02740
96-41	66 HATHAWAY RD	HOESTEREY PHYLLIS, C/O GENHOE REALTY P.O. BOX 428 SOMERSET, MA 02726

*ATTN: Property Tax  
Dept.*







**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

**DEPARTMENT OF INSPECTIONAL SERVICES**  
133 WILLIAM STREET - ROOM 308  
NEW BEDFORD, MA 02740

## ***New Bedford Comprehensive Zoning Code Review***

### ***Code of Ordinances – Chapter-9***

**395 Mt. Pleasant – PLOT: 96 – LOT: 6– ZONED DISTRICT: MUB**

**Special Permit Required from the CITY COUNCIL**

***Zoning Code Review as follows:***

#### ***Special Permit***

---

##### **❖ SECTION**

- 2200 – USE REGULATIONS
- 2210 – GENERAL
- 2230 – TABLE OF REGULATIONS – APPENDIX A – COMMERCIAL,
- # 18 MOTOR VEHICLE SALES AND RENTAL,
- #19 MOTOR VEHICLE GENERAL REPAIRS
- #20 MOTOR VEHICLE BODY REPAIRS
- #21 MOTOR VEHICLE LIGHT SERVICE
- 5300-5330 & 5360-5390 – SPECIAL PERMIT

amended by vote of the City Council. This map is on file with the City Clerk. The zoning map, with all explanatory matter thereon, is hereby made a part of this Ordinance. The boundaries of all land use zoning districts adjoining tidal waters shall extend to the low water mark as defined in regulations promulgated pursuant to M.G.L.A. c. 91 by the Massachusetts Department of Environmental Protection.

(Ord. of 12-23-03, § 1; Ord. of 6-7-04, § 1; Ord. of 1-27-06, § 1)

**2120. Boundary Definition.** Except when labeled to the contrary, boundary or dimension lines shown approximately following or terminating at street, railroad, or utility easement center or layout lines, boundary or lot lines at water body shoreline or the channel of a stream, shall be construed to be actually at those lines; when shown approximately parallel, perpendicular, or at an angle to such lines shall be construed to be actually parallel, perpendicular, or at an angle thereto. When not located in any other way, boundaries shall be determined by scale from the map.

(Ord. of 12-23-03, § 1)

**State Law reference—** Zoning districts generally, M.G.L.A. c. 40A, § 4.

#### 2200. - USE REGULATIONS.

**2210. General.** No structure shall be erected or used or land used except as set forth in Section 2230, "**Table of Use Regulations**", unless otherwise provided by this Ordinance or by statute. Uses not expressly provided for herein are prohibited. Not more than one principal structure shall be placed on a lot, except in accordance with Section 2330.

Symbols employed below shall mean the following:

Y - A permitted use.

N - An excluded or prohibited use.

BA - A use authorized under special permit from the Board of Appeals as provided under Section 5300.

CC - A use authorized under special permit from the City Council as provided under Section 5300.

PB - A use authorized under special permit from the Planning Board as provided under Section 5300.

**2220. Applicability.** When an activity might be classified under more than one of the following uses, the more specific classification shall govern; if equally specific, the more restrictive shall govern.

**2230. Table of Use Regulations.** See Appendix A.

(Ord. of 12-23-03, § 1)

#### 2300. - ACCESSORY BUILDINGS AND USES.

**2310. General.** Any use permitted as a principal use is also allowed as an accessory use, as are others customarily accessory and incidental to permitted principal uses. Accessory uses are permitted only in accordance with lawfully existing principal uses. An accessory use may not, in effect, convert a principal use to a use not permitted in the zoning district in which it is located. Where a principal use is permitted under special permit, its accessory use is also subject to the special permit. In all instances where site plan review and approval is required for a principal use, the addition of any new accessory use to the

C. Commercial	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
forth											
13. Grocery stores	N	N	N	N	Y	Y	BA	BA	BA	N	Y
14. Big Box Retail (60,000 Sq. ft. or greater)	N	N	N	N	BA	BA	N	N	N	N	Y
15. Health clubs	N	N	N	N	Y	Y	Y	Y	Y	N	Y
16. Mixed use	N	N	N	N	Y	Y	N	N	N	N	Y
17. Live /work	N	N	N	N	BA	BA	N	N	N	N	Y
18. Motor vehicle sales and rental	N	N	N	N	CC	CC	CC	CC	N	N	N
19. Motor vehicle general repairs	N	N	N	N	CC	CC	N	CC	N	Y	N
20. Motor Vehicle body repairs	N	N	N	N	N	N	N	CC	N	N	N
21. Motor vehicle light service	N	N	N	N	CC	CC	CC	CC	N	CC	N
22. Restaurant	N	N	N	N	Y	Y	Y	N	SP	Y	Y
23. Restaurant, fast-food	N	N	N	N	BA	BA	BA	N	N	BA	BA
24. Business or professional office	N	N	N	N	Y	Y	Y	N	Y	Y	Y
25. Medical offices, center, or clinic	N	N	N	N	BA	BA	BA	N	BA	BA	Y
26. Bank, financial agency	N	N	N	N	Y	Y	Y	N	Y	Y	Y
27. Indoor commercial recreation	N	N	N	N	Y	Y	Y	N	N	Y	Y
28. Outdoor commercial recreation	N	N	N	N	BA	BA	BA	N	BA	BA	BA
29. Wireless Communications Facilities	PB	PB	PB	PB	PB	PB	PB	PB	PB	PB	PB
30. Theatres and auditoriums	N	N	N	N	PB	PB	N	N	N	N	PB
31. Convention Centers	M	M	M	M	PB	PB	PB	PB	PB	N	PB

**Location:** 395 MT PLEASANT ST**Parcel ID:** 96 6**Zoning:** MUB**Fiscal Year:** 2018**Current Owner Information:**

MOUNT PLEASANT REALTY CORP

395 MT PLEASANT ST

NEW BEDFORD, MA 02745

**Current Sales Information:****Sale Date:**

12/01/1988

**Sale Price:**

\$440,000.00

Card No. 1 of 1

**Legal Reference:**

2252-278

**Grantor:**

TURMAC REALTY TR

This Parcel contains 2.81 acres of land mainly classified for assessment purposes as AUTO S&S with a(n) AUTO SERVICE style building, built about 1965, having Metal exterior, Metal and Tin roof cover and 24768 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 4 total half bath(s).

**Building Value:**

363500

**Land Value:**

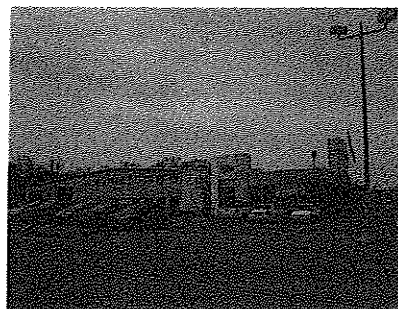
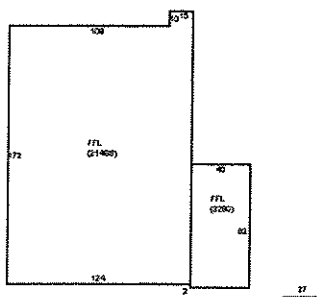
818700

**Yard Items Value:**

123200

**Total Value:**

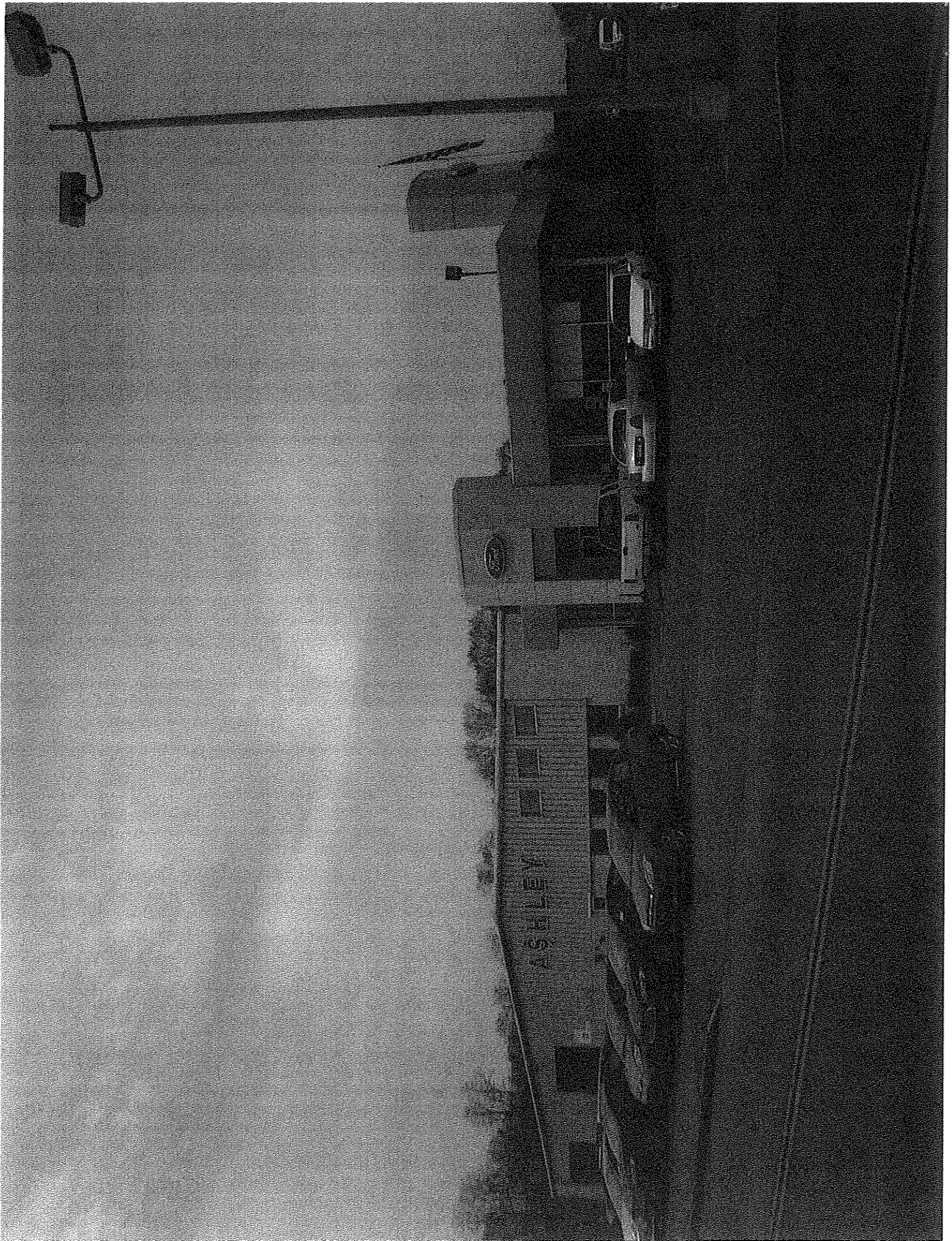
1305400

**Fiscal Year 2018****Fiscal Year 2017****Fiscal Year 2016**

Tax Rate Res.:	16.63	Tax Rate Res.:	16.69	Tax Rate Res.:	16.49
Tax Rate Com.:	35.65	Tax Rate Com.:	36.03	Tax Rate Com.:	35.83
Property Code:	330	Property Code:	330	Property Code:	330
Total Bldg Value:	363500	Total Bldg Value:	363500	Total Bldg Value:	363500
Total Yard Value:	123200	Total Yard Value:	123200	Total Yard Value:	124400
Total Land Value:	818700	Total Land Value:	797700	Total Land Value:	797700
<b>Total Value:</b>	<b>1305400</b>	<b>Total Value:</b>	<b>1284400</b>	<b>Total Value:</b>	<b>1285600</b>
<b>Tax:</b>	<b>\$46,537.51</b>	<b>Tax:</b>	<b>\$46,276.93</b>	<b>Tax:</b>	<b>\$46,063.05</b>

Disclaimer: Classification is not an indication of uses allowed under city zoning.  
This information is believed to be correct but is subject to change and is not warranted.





**IX. HOMEOWNER LICENSE EXEMPTION****Supplement #1**

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

**DEFINITION OF HOMEOWNER:**

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and /or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE \_\_\_\_\_

**X. CONSTRUCTION DEBRIS DISPOSAL****Supplement #2**

In accordance with provisions of Massachusetts General Law C40, S54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, S150A

The debris will be disposed of in: \_\_\_\_\_

(Location of Facility)

Signature of Permit Applicant \_\_\_\_\_

Date \_\_\_\_\_

**XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT**

(Residential Use Only) Supplement to Permit Application

**Supplement #3**

MGLC. 142 A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units ... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements.

Type of Work: \_\_\_\_\_

Est. Cost \_\_\_\_\_

Address of Work: 395 Mt. Pleasant Street

Owner Name: \_\_\_\_\_

Date of Permit Application: \_\_\_\_\_

I hereby certify that: Registration is not required for the following reason(s):

\_\_\_\_\_ Work excluded by law

\_\_\_\_\_ Job under \$1,000

\_\_\_\_\_ Building not owner-occupied

\_\_\_\_\_ Owner obtaining own permit

Other (specify) \_\_\_\_\_

Notice is hereby given that:

**OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLC. 142A.**

signed under penalties of perjury:

I hereby apply for a permit as the agent of the owner:

Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Registration No. \_\_\_\_\_

OR:

Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

Date \_\_\_\_\_

Owner Signature \_\_\_\_\_

**XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS**

C. Building Permit Rejected

☒ SPECIAL PERMIT CITY COUNCIL

Reason For Rejection:

"SEE ATTACHMENTS"

Fee \_\_\_\_\_

Permit # \_\_\_\_\_

Comments and Conditions:

Signed Danny D. RomanowiczDate: 3/26/ 2018Title Building Commissioner

Not valid unless signed (not stamped) by Building Commissioner

## OTHER APPLICABLE REVIEWS

## K. FLOODPLAIN

Is location within flood hazard area? yes (no)

If yes, zone : \_\_\_\_\_ and base elevation \_\_\_\_\_

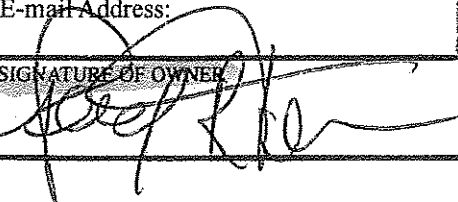
## L. WETLANDS PROTECTION

Is location subject to flooding? \_\_\_\_\_

Is location part of a known wetland? \_\_\_\_\_

Has local conservation commission reviewed this site? \_\_\_\_\_

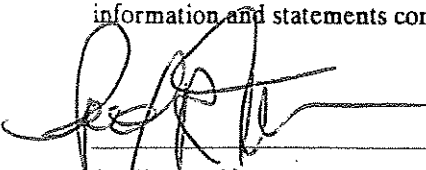
## IV. IDENTIFICATION - ALL APPLICANTS - PLEASE PRINT

OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
EMPIRE Ford of New Bedford	428 Pleasant St Fall River MA	02721	508-673-7646 x297
E-mail Address: dmello@empirehyundai.com			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:		HOME IMP #	
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
SIGNATURE OF OWNER 	APPLICANT SIGNATURE Richard R Torres	DATE	

Omission of reference to any provision shall not nullify any requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

  
Applicant's Signature

395 Mt Pleasant St

Address

New Bedford

City



**NEW BRADFORD CO., INC.,**

a corporation duly established under the laws of Massachusetts

and having its usual place of business at

Wellesley, Norfolk,

~~PROPERTY BEING AN EXCHANGE VALUE OF~~ County, Massachusetts, for consideration paid of  
FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000.00)

grants to MOUNT PLEASANT REALTY CORPORATION, a corporation duly established under the laws of Massachusetts, and having its usual place of business at 395 Mt. Pleasant Street, New Bedford, Massachusetts,

with quitclaim covenants

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

- EASTERLY** by Mt. Pleasant Street, three hundred ninety-seven and 99/100 (397.99) feet;
- SOUTHERLY** by land of the City of New Bedford, two hundred ninety-four and 39/100 (294.39) feet;
- WESTERLY** by land now or formerly of Millard M. Kay and Merle I. Locke, Trustees, three hundred sixty-five and 72/100 (365.72) feet; and
- NORTHERLY** by land of Moss Construction Company, Inc., three hundred sixty-six and 98/100 (366.98) feet.

CONTAINING 123,720 square feet, more or less.

SUBJECT to a right of way eight (8) feet in width along the northerly line of the premises for a distance of sixty (60) feet as described in a deed from Moss Construction Co., Inc. to William H. Turner, et al., Trustee of the Tumac Realty Trust, dated April 3, 1963, and recorded in Bristol County (S.D.) Registry of Deeds, in Book 1402, Page 269.

FOR TITLE, see deed of Moss Construction Co., Inc. to William H. Turner, et al., Trustees of the Tumac Realty Trust, dated April 3, 1963, and recorded in said Registry of Deeds, in Book 1402, Page 269. See, also, deed of Noella Secour, dated April 3, 1963, and recorded in said Registry of Deeds, in Book 1402, Page 277. See, also, Certificate of Merger dated APRIL 25, 1976, recorded in said Registry of Deeds, in Book 1717, Page 1072.

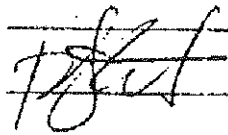
SUBJECT TO the 1989 fiscal year real estate taxes which the grantee assumes and agrees to pay.

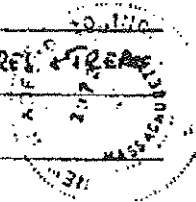
This is not a sale of all or substantially all of the corporate assets of New Bradford Co., Inc.

EX 2252 PD 0279

In witness whereof, the said **NEW BRADFORD CO., INC.**  
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and  
delivered in its name and behalf by **George Stevens its**

its **President and Treasurer** hereto duly authorized, this **20th**  
day of **December** in the year one thousand nine hundred and **eighty-eight**.  
Signed and sealed in presence of **NEW BRADFORD CO., INC.**



by **George Stevens** 

DEEDS REC 07  
BRISTOL SOUTH  
12/28/88  
TAX 1803.29  
CHECK 1803.29  
9331A128 13111  
EXCISE TAX

**The Commonwealth of Massachusetts**

Bristol, ss.

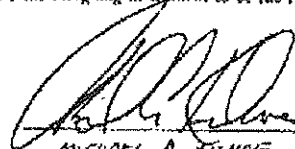
New Bedford

**December 20**  
**1988**

Then personally appeared the above named **George Stevens, President and Treasurer**  
of **New Bradford Co., Inc.** and acknowledged the foregoing instrument to be the free act and deed of  
said corporation.

before me,

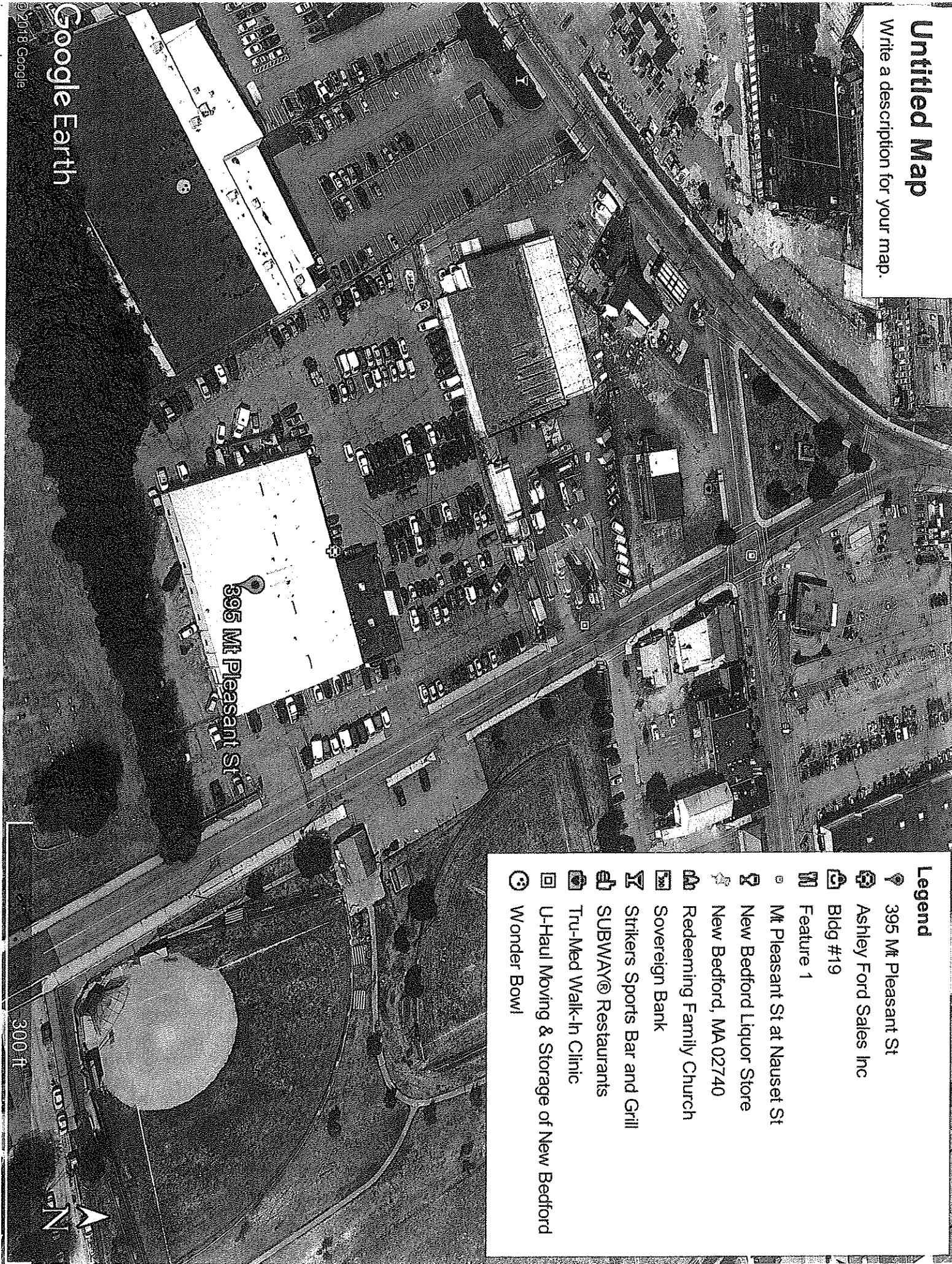
Rec'd. & Recorded **December 20 1988**  
at 1 hrs. & 13 min P.M.

  
**MICHAEL A. KENOG** Notary Public  
My commission expires **April 20 1995**















Attest: **John Gomes** Registrar

# Untitled Map

Write a description for your map.



## Legend

-  395 Mt Pleasant St
-  Ashley Ford Sales Inc
-  Bldg #19
-  Feature 1
-  Mt Pleasant St at Nauset St
-  New Bedford Liquor Store
-  New Bedford, MA 02740
-  Redeeming Family Church
-  Sovereign Bank
-  Strikers Sports Bar and Grill
-  SUBWAY® Restaurants
-  Tru-Med Walk-In Clinic
-  U-Haul Moving & Storage of New Bedford
-  Wonder Bowl

Google Earth

©2018 Google

395 Mt Pleasant St

300 ft



EXHIBIT A  
LEASE

1. PARTIES. This Lease (this "Lease") is made this 31<sup>st</sup> day of November, 2018, by and between MOUNT PLEASANT REALTY CORPORATION, a Massachusetts corporation (hereinafter called the "Lessor"), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ (hereinafter called the "Lessee"), and the Lessor and the Lessee hereby agree as follows:

WITNESSETH:

2. LEASE. That the Lessor, in consideration of the rents, covenants and agreements to be paid, kept and performed by the Lessee as hereinafter provided, does hereby demise and lease unto the Lessee, on a "triple net" basis, certain property with all improvements owned by Lessor located at 395 Mount Pleasant Street in New Bedford, Massachusetts ("the Demised Premises").

3. TERM RENTAL. TO HAVE AND TO HOLD the demised premises for five (5) years for and during the term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Lease Term"), with the base monthly rent payment for the first year of the Lease Term payable to the Lessor ("Base Rent") being Twenty Four Thousand (\$24,000) Dollars, with a base rent increase of two percent (2%) per year for each year for years two (2) through five (5) of the Lease. In addition, the Lessee shall be responsible for all taxes, insurance, and any other expenses associated with the Lessor's ownership of the Demised Premises, unless otherwise described herein. The monthly Base Rent installments shall be paid in advance, with said rental to be paid to the Lessor as may be specified by the

Lessor or the Lessor's assignee, and in addition thereto paying such sums as are required to be paid by provisions hereinafter contained in this Lease. In addition, the Lessee shall have the right to extend the term of this Lease for two (2) additional periods of five (5) years each, upon the same terms and conditions as described herein, with the Base Rent payments to increase by two percent (2%) per year for each year of any extended term.

4. OPTION TO PURCHASE. The Lessee shall have the option to purchase the Demised Premises at any time during the term of this Lease or any extension, as long as the Lessee is in good standing with the Lessor. The purchase price during the initial five (5) year term shall be to be Two Million Two Hundred Thousand (\$2,200,000.00) Dollars. During any extension of the original lease term, the option price shall increase by 2% for each year of any extended term or fraction thereof. If the Lessee exercises the option to purchase the Demised Premises, the Lessee shall also have an option to purchase the Equipment as described below, at fair market value. The Lessor shall be responsible for any commissions owed to GW Marketing Services if the option to purchase is exercised and the closing occurs, and the Lessee shall have no commission obligations.

5. SPECIAL TOOLS, FURNITURE, FIXTURES, AND EQUIPMENT. The Lease shall include Lessee's use of all special tools, furniture, fixtures & equipment owned by the Lessor and utilized by Ashley Ford Sales, Inc. or related Ford dealership entity (herein collectively called "Equipment"). A list (herein called the "FF&E List") of the

Equipment which exists as of the execution of the relevant Asset Purchase Agreement (the "APA"), shall be supplied by Lessor to Lessee and attached to this Lease as Exhibit A within ten (10) days of the execution of the APA. Any additional Equipment purchases dated after the execution of the APA which Lessor acquires in connection with the operation of the dealership up to the closing under the APA, shall be added to the FF&E List, and included in this Lease. All Equipment shall be in good working condition.

## 6. TAXES.

6.1. The Lessee's Liability. The Lessee agrees that it will pay, when due, all annual taxes, municipal charges and assessments upon the Demised Premises, and any building on the Demised Premises, and the Lessee agrees that it will pay directly to the City of New Bedford, when due, all personal property taxes upon any tangible assets at the Demised Premises, and any other charges of every kind and nature whatsoever which shall or may during the term hereof be laid, levied, assessed or imposed upon, or become a lien upon the Demised Premises or any part thereof. The Lessee's obligation to pay real property taxes, tangible property taxes, assessments, fees, and other charges shall be in the nature of a covenant to pay additional rent, with the same rights and remedies in the Lessor in the event of non-payment as in the case of a default in the payment of rent.

6.2. The Lessee's Right to Contest. In the event that the Lessee should desire to contest the validity of the amount of any real property tax, assessment, or charge agreed to be

paid by it under this Paragraph 5, the Lessee shall notify the Lessor of its intention to do so in writing, and the Lessor agrees to render to the Lessee all assistance reasonably possible (without incurring expense or liability) in contesting the validity or amount of any such tax, assessment, or charge, including joining in and signing any reasonable writs, protests, petitions, or pleadings which the Lessee may deem it advisable to file. During such contest the Lessee shall prevent any divesting thereby of the Lessor's ownership rights regarding the Demised Premises, and the Lessee agrees that such contest will be prosecuted to final conclusion or settlement as speedily as reasonably possible, and that the Lessee will save the Lessor harmless from any and all losses, expenses and costs in connection therewith. It is agreed that should any rebate be made on account of any real estate taxes, assessments, or charges paid by the Lessee, or should any award be made in any way arising out of or in connection with the work or improvement for which such assessment shall have been levied, then the amount of such rebate or award shall belong to and be paid to the Lessee.

## 7. MAINTENANCE AND USE OF PREMISES.

7.1. Maintenance. The Lessor shall only be responsible for the maintenance, repairs, and replacement for the structure (including the roof), and not the maintenance, repairs, and replacement of the mechanical systems (including HVAC, lighting and plumbing fixtures and operations of the same. The Lessee shall be responsible for all other maintenance, repairs, and replacements. The Lessee shall not permit nor commit any waste in the Demised Premises. If at any time during the term hereof, the Lessee

shall not be keeping the Demised Premises in good repair and safe condition as described above, the Lessor may notify the Lessee in writing to put the Demised Premises in good order and safe condition and to make forthwith such repairs as may be necessary, and if the Lessee fails to put the Demised Premises in such order and condition as soon as reasonably possible, but not more than thirty (30) days from date of notice from Lessor, the Lessor may cause the Demised Premises to be put in such order and condition, and unless the Lessee contests in writing the accuracy of the Notice and the need for repairs or the costs thereof, the costs thereof shall be deemed additional rent and be due and payable by the Lessee immediately or, the Lessor can deem the Lessee to have violated a material condition of this Lease, and deem Lessee to have committed a material breach of this Lease. Similarly, if at any time during the term hereof, the Lessor shall not be in compliance with its obligations as described above, the Lessee may notify the Lessor in writing accordingly, and if the Lessor fails to comply with its obligations as soon as reasonably possible, the Lessee may cause the Demised Premises to be put in such order and condition, and unless the Lessor contests in writing the accuracy of the Notice and the need for repairs or the costs thereof, the costs thereof shall be deducted from the rent due and payable by the Lessee to the Lessor.

7.2. Sidewalks and Parking Lots. The Lessee shall, at its own cost and expense, keep and maintain in good repair and safe condition, and reasonably free from dirt, snow, ice, rubbish, and other obstructions, the parking areas, sidewalks, and the like in front of and on the Demised Premises.



7.3. The Lessee's Alterations. The Lessee shall have the full right to make legally permitted alterations, changes or improvements to the Demised Premises or any portion thereof, including the right to construct buildings, and to acquire and install new machinery and equipment which the Lessee deems necessary or expedient. In each instance the proper permits must have been obtained, all work must be performed by licensed and insured contractors and the work must be at least of the same quality as that of the Demised Premises.

7.4. The Lessee's Signs. The Lessee shall have the right at all times and from time to time, at its own expense, to install and maintain, replace and relocate on the Demised Premises, and on the exterior of any building on the Demised Premises, or permanently in the windows of any building on the Demised Premises, such signs, awnings, lighting effects and fixtures as are or may be, from time to time used or adopted by the Lessee. In each instance, the Lessee must have appropriate municipal permits for such improvement and the work must be performed by a licensed and insured contractor.

7.5. Mechanic's Liens. The Lessee shall permit no mechanic's liens against the Demised Premises or any building at the Demised Premises, in connection with any materials, labor or equipment furnished to or for the Lessee, and if any such lien shall be filed against the Demised Premises or any building in the Demised Premises, the Lessee shall cause the same to be immediately discharged and shall indemnify the Lessor therefor.

7.6. Conformance to Law. The Lessee will conform to all Federal and State

statutes and Town ordinances and regulations promulgated thereunder relating to the maintenance, repair, or use of the Demised Premises or other matters relating to the Demised Premises. The Lessee will save the Lessor harmless and indemnify the Lessor from and against any and all penalties or damages charged to or imposed upon the Lessor for violation by the Lessee of such statutes, ordinances, or regulations.

7.7. Environmental Indemnification. The Lessee hereby fully indemnifies the Lessor for any damages or losses regarding any environmental condition of the property which is a result of or occurs during the Lessee's occupancy of the Demised Premises. Similarly, the Lessor hereby fully indemnifies the Lessee for any damages or losses regarding any environmental condition of the property which was a result of or occurred prior to the Lessee's occupancy of the Demised Premises.

7.8. Quiet Enjoyment. The Lessor agrees that the Lessee shall peaceably hold and enjoy the Demised Premises during the term without any interruption by the Lessor or any person rightfully claiming under Lessor. The Lessor does reserve for itself, its agents and contractors the right to reasonably inspect, show, and repair the Demised Premises. Aside from emergencies, Lessor shall provide Lessee with 24 hours' notice of the same and will make all reasonable efforts not to interfere with the usual operation of the automobile dealership operated on the Demised Premises.

8. UTILITIES. The Lessee will, at its own cost and expense, pay for all utilities without exception, necessary in the operation of the Demised Premises, including without

limiting the generality of the foregoing, heat, water, telephone, electricity, sewerage, and gas, as applicable.

## 9. INSURANCE AND INDEMNIFICATION.

9.1. Fire and Extended Coverage. The Lessee shall keep the Demised Premises and any buildings on the Demised Premises, insured in an amount not less than the full insurable value thereof, against loss or damage and against such other risks as are covered by the endorsement known as the Uniform Standard Extended Coverage Endorsement as now in effect or as hereinafter modified by the applicable Insurance Rating Association. The Lessor shall be named as co-loss payee on all policies of insurance required under this Lease, and at the commencement of this Lease, the Lessee shall provide to Lessor complete copies of all actual insurance policies required hereunder naming the Lessor as a co-loss payee. At least 14 days prior to the expiration of any insurance policies, the Lessee shall provide the Lessor with proof of renewal of all existing insurance policies required hereunder, or, the Lessee shall provide to the Lessor complete copies of all actual new insurance policies at such time if the Lessee chooses to obtain coverage from a different insurance carrier or if the renewal policies contain different terms than the previous policies.

9.2. Liability Coverage. The Lessee shall procure and maintain in force comprehensive general liability insurance (and pay for all premiums incurred in connection therewith), so-called, the policy of which insurance shall name both the Lessor and the Lessee as insureds, and the policy of which insurance shall indemnify the

insureds and their respective successors and assigns against all claims related to injuries to persons (including death) and damage to property occurring on or about the building, sidewalks, walks, parking lots, and ways consisting of and adjacent to the Demised Premises, such insurance to be in reasonable commercial amounts calculated with the assistance of the insurance company or its agent.

9.3. The Lessee's Operations. The Lessee will not engage in operations or store any property in, on, or about the Demised Premises which could make void or voidable any insurance policies required hereunder. To avoid the voiding of such policies, the Lessee agrees to follow any reasonable recommendations made by the insurance underwriter carrying the insurance for the Demised Premises.

9.4. The Lessee's Failure to Maintain Insurance. If at any time during the term hereof, the Lessee shall fail to pay the premiums when due or shall not be maintaining the insurance required hereunder, the Lessor may cause such insurance to be maintained and pay the premiums thereof; and after giving the Lessee ten (10) days prior written notice, the cost thereof shall be deemed Additional Rental and be due and payable immediately. In the alternate, Lessor can deem the Lessee to have violated a material condition of this Lease and deem the Lessee to have committed a material breach of this Lease. The Lessor shall be entitled to notice of cancellation or non-renewal of all insurance policies required hereunder.

9.5. Indemnification:

a) The Lessee agrees to indemnify and save harmless the Lessor from and against all claims of whatever nature arising from any act, omission or negligence of the

Lessee, or the Lessee's contractors, licensees, invitees, customers, agents, or employees, or arising from any accident, injury or damage whatsoever, relating to bodily injury or property damage occurring during the term hereof, in or about the Demised Premises, or arising from any accident, injury or damage occurring on any of the stairways, hallways, fire escapes, roofs, sidewalks, parking lots, and land of the Demised Premises during the term hereof. This indemnity and hold harmless agreement shall include an indemnity against all costs, attorneys fees, expenses, and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof.

b) Similarly, the Lessor agrees to indemnify and save harmless the Lessee from and against all claims of whatever nature arising from any act, omission or negligence of the Lessor, or the Lessor's contractors, licensees, invitees, customers, agents, or employees, or arising from any accident, injury or damage whatsoever, relating to bodily injury or property damage which occurred prior to the term hereof, in or about the Demised Premises, or which arose from any accident, injury or damage which occurred on any of the stairways, hallways, fire escapes, roofs, sidewalks, parking lots, and land of the Demised Premises prior to the term hereof. This indemnity and hold harmless agreement shall include an indemnity against all costs, attorneys fees, expenses, and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof.

9.6. Damage to the Lessee's Property. All property of any kind, nature and description, belonging to the Lessee or any person claiming by through or under it, which may be in, on, or about the Demised Premises during the term of this Lease, or any

extension or renewal thereof, is to be at the sole risk and hazard of the Lessee; and if the whole or any part thereof shall be damaged by fire, explosion, water, steam, smoke, electricity, gas, rain, ice, snow, sewer overflow, falling plaster or otherwise, or by the leakage or bursting of water pipes, or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by the Lessor in any case whatsoever.

10. ASSIGNMENT AND SUBLETTING. The Lessee shall not, without the prior written consent of the Lessor, sell, assign or mortgage this Lease or sublet the whole or any part of the Demised Premises, except such consent shall not be unreasonably withheld, and except further that no consent of the Lessor is necessary for transfers to entities or persons controlled by or under common control with the Lessee. No assignment or sublease of the whole or any part of the Demised Premises by the Lessee shall in any way relieve, release, affect or reduce any of the obligations of the Lessee under this Lease, or of any guarantor of this Lease, but this Lease shall continue in full force and effect, and such purchaser, assignee, or sublessee shall perform all the terms, covenants, and agreements of this Lease on the part of the Lessee to be kept, observed and performed, and shall be and become jointly and severally liable with Lessee hereunder for such performance. No further or additional assignment of this Lease shall be made except upon compliance with the aforesaid provisions and conditions which shall be applicable to each successive assignment of this Lease. The Demised Premises and any part thereof must always be used exclusively as a new and use car dealership unless prior written consent is given by the Lessor, which consent shall not be

unreasonably withheld.

11. FIRE DAMAGE. Damage to or destruction of any building on the Demised Premises, or any part thereof, during the term hereof by fire or any other casualty shall not terminate this Lease, and shall not entitle Lessee to an abatement or reduction in rent, and shall not otherwise affect the respective obligations of the Lessor and the Lessee hereunder.

12. EMINENT DOMAIN. If a substantial portion of the Demised Premises shall be taken by right of eminent domain, in whole or in part, for public purposes, this Lease shall at the Lessee's option, either remain in effect with a corresponding reduction in rent (with the Lessor and the Lessee receiving their respective shares of the eminent domain awards), or, the Lessee may terminate this Lease.

13. DEFAULT AND NON-FEASANCE. It is agreed that this Lease is made upon the express condition that, if default shall be made in the payment of said rent or any part thereof, or in the payment of any other sums due hereunder, at the times and places fixed for the payment thereof, and said default shall continue for ten (10) days after notice thereof, or if default shall be made in the performance of any other of the covenants herein contained on the part of the Lessee to be kept and performed, and said default shall continue for thirty (30) days after notice thereof, or if the Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or

insolvency, or shall be adjudged bankrupt, or if a receiver of the property of the Lessee shall be appointed, or if the Lessee shall be declared bankrupt or insolvent according to law, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, the Lessor shall be at liberty thereupon or at any time thereafter while such default, assignment, insolvency, or legal proceedings shall continue, or be in effect, to enter upon and into the Demised Premises or any part thereof, or otherwise to recover possession of the Demised Premises discharged of this Lease, without prejudice, however, to the Lessor's claims for rent or other claims for breach of the Lessee's obligations hereunder. The Lessor may recover from the Lessee the rent hereunder for the Demised Premises for the remainder of the Lease Term, unless and until the Lessor is able to re-lease the Demised Premises for fair market rent, with the Lessee to be given a credit for any rent received by the Lessor during the remainder of the Lease Term, and with the Lessor to engage in commercially reasonable efforts to lease the Demised Premises to a substitute tenant for the remainder of the Lease Term.

14. MISCELLANEOUS. The Lessor covenants with the Lessee that the failure of the Lessee to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this Lease, or to exercise any option of the Lessee herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant, term, condition, or option, but the same shall continue and remain in full force and effect. Similarly, the Lessee covenants with the Lessor that the



failure of the Lessor to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this Lease, or to exercise any option of the Lessor herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant, term, condition, or option, but the same shall continue and remain in full force and effect.

15. SUBORDINATION. This Lease is subject and subordinate to all present and future mortgages affecting the Demised Premises, and to all renewals, extensions and refinances thereof, and to any mortgage or mortgages which may hereafter be executed. If, in connection with obtaining financing for the Demised Premises, a lender shall request from the Lessee a Non-Disturbance and Attornment Agreement or similar, the Lessee will not unreasonably withhold, delay or defer its consent thereto; provided that such modifications do not materially increase the obligations of the Lessee hereunder or materially adversely affect the leasehold interest hereby created. Similarly, upon the Lessee's request, the Lessor will engage in good faith efforts to obtain a Non-Disturbance Agreement from the Lessee's mortgage holders, to insure that the Lessee's tenancy hereunder will not be interrupted by any action taken by any mortgagee under the terms of any mortgage.

16. AMENDMENTS. The parties agree that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

17. SUCCESSORS AND ASSIGNS. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon, and inure to the benefit of, their respective heirs, administrators, executors, successors, and assigns, and the rights or privileges accruing to the Lessor hereunder may be exercised by any assignee of the Lessor's interest in this Lease or of the rents hereunder in accordance with any instrument of assignment by and between the Lessor and such assignee.

18. HEADINGS. The headings or captions of Articles, sections, paragraphs and subparagraphs herein are inserted merely for convenience, are not a part of this Agreement, and shall not be construed to add to, modify or limit the Articles, sections, paragraphs and subparagraphs which they describe.

19. GOVERNING LAW/RECORDING. This Agreement is entered into pursuant to, and should be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree not to record this Agreement, but to record a Memorandum of this Agreement if desired by either party.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed, in duplicate on the day and year first above written.

LESSOR:  
MOUNT PLEASANT  
REALTY CORPORATION

\_\_\_\_\_  
WITNESS

BY: 

Robert Bancroft, President

LESSEE:

\_\_\_\_\_  
WITNESS

BY: 

Richard Torres, \_\_\_\_\_



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EMPIRE FORD OF NEW BEDFORD INC.  
395 MOUNT PLEASANT ST  
NEW BEDFORD MA 02746-1524

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, EMPIRE FORD OF NEW BEDFORD INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 05/10/18

FROM: Empire Ford of New Bedford, Inc.

Receipt of Eight Hundred Dollars

For Special Permit for Motor Vehicle Sales & Rentals, Body Repairs, General Repairs and Light Service  
at 395 Mt. Pleasant Street, New Bedford, MA



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Donna M. Britto  
Assistant Clerk of Committees

***RETURNED CHECK #1007 FOR \$1400.00 (SHOULD BE \$800.00)***

#3

**NOTICE**

**APRIL 26, 2018**

City Clerk of Reference of an APPLICATION,  
Richard R. Torres, D/B/A Empire Ford of New  
Bedford, Inc., for a SPECIAL PERMIT for Motor  
Vehicle Sales and Rentals, Body Repair, General  
Repair and Light Service at 395 Mt. Pleasant Street,  
New Bedford, MA 02745.

**IN COMMITTEE ON APPOINTMENTS  
AND BRIEFINGS**

5/23/18

Received and placed on file.

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Clerk of Committees