



New Bedford, Massachusetts Motor Vehicle Special Permit APPLICATION

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:

DATE: 01-31-22

Type of service to be provided:



Sales and/or Rentals



Body Repair



General Repair



Light Service

Owner/Landlord Information:

Andy Reyes Acosta
Full Legal Name

32 Hammond St
Address

617-888-0371
Phone Number

King Christ Auto Sales Corp.
Company Name (if applicable)

New Bedford, MA, 02745
City, State, Zip

bebes59@hotmail.com
Email Address

OTHER Owner/Landlord Information: (if applicable)

Lessee Information: (if different from above)

Full Legal Name

Company Name

Address

City, State, Zip

Phone Number

Email Address

OTHER Lessee Information: (if applicable)

Location Information:

Address of Premises: 271 County st 02740
Street Number & Name Zip Code

Assessor's Plot: 36 + 213 13301 68
Plot # Lot # Book # Page #

Lot Dimensions: 12,128
Frontage Depth Area in Sq. Ft.

Zoning District(s) in which premises are located: MUB

Premises in present ownership since: (date of purchase) 07-16-20

Present use of premises: Nothing now

Number of buildings on Lot: 1 Size of existing building(s): 1,376

Number of cars on premises at any given time: 30

Number of people on premises at any given time: 1

Size of proposed buildings (if applicable): N/A

Extent of proposed alterations (if applicable): N/A

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

Has the Department of Inspectional Services Commissioner refused to issue a permit? yes

If so, the reason: Special Permit Repair

Signature Page:

A non-refundable filing fee is required when submitting the application, payable by cash, check or money order made payable to the City of New Bedford. The filing fee is non-refundable regardless of whether or not the petition is granted.

The FEE SCHEDULE as of January 2018:

Up to 10,000 square feet - \$700
10,001 - 20,000 square feet - \$800
20,001 - 30,000 square feet - \$900

If the petition is granted, the permission is specific to the plans submitted, unless the City Council states otherwise.

By signing this application, the Petitioner is stating that they have read and understand this application and the accompanying instructions and information. If granted, the Special Permit needs to be recorded and acted on within one year or the application process must begin again with a new, non-refundable fee.

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

Respectfully submitted:

Owner Signature: _____

(Must be the signature of the current owner on record.)

Date: _____

01/31/22

Lessee Signature: _____

(If the Lessee is a corporation, we must have a letter authorizing this person to sign on the corporation's behalf, on company letterhead.)

Date: _____

Representative Signature: _____

(Although not a requirement for submission, you may wish to contact an attorney to assist you with the application process.)

Date: _____

OTHER Owner Signature: _____

Date: _____

OTHER Lessee Signature: _____

Date: _____



New Bedford, Massachusetts Motor Vehicle Special Permit *Department Signature Page*

Business Name/Address: 271 County Street, King Christ Auto Sales Corp.

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

Must adhere to all conditions stated from other departments.

Anne Louro, Preservation Planner 2/4/2022
Planning Department Date

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

Will require a Special Permit approved by City Council. This Special Permit must be recorded at the Registry of Deeds after the 20-day appeal period has expired and it is stamped by the City Clerk attesting to the fact, then a copy must be returned to room 308 and a permit will be issued from Inspectional Services (Room 308)

Danny Romanowicz 2/7/2022
D.I.S. Commissioner Date

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

**MUST APPLY FOR A CLASS II (USED CAR DEALER LIC.) UPON APPROVAL FROM THE
LICENSING BOARD OFFICE**

Nicholas Nanopoulos 2/1/2022
Licensing Board Clerk Date

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

Any engine repairs or storage of vehicles in the garage requires an MDC Trap. The MDC Trap must be inspected and or cleaned by a properly licensed company once every 6 months. A copy of the receipt of each 6-month inspection/cleaning must be sent to the DPI IPP Office as proof of cleaning.

Wayne Perry, IPP Engineer 2/1/2022
Department of Public Infrastructure Date

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

This location has petroleum storage that is in arrears and needs to be paid up to date.

Stephanie Macomber 2/1/2022
Asst. 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 #	36
LOT(S)#	224
ADDRESS: 271 County Street New Bedford, MA 02740	
OWNER INFORMATION	
NAME: Andy Reyes A	
MAILING ADDRESS: 32 Hammond Street New Bedford, MA 02745	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT):	
MAILING ADDRESS (IF DIFFERENT):	
TELEPHONE #	(677) 888-0371
EMAIL ADDRESS:	bebes59@hotmail.com
REASON FOR THIS REQUEST: <i>Check appropriate</i>	
<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

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

Submit this form to the Department of City Planning, Room 303 in City Hall, 133 William Street, or Email to Angela.Goncalves@newbedford-ma.gov. The applicant is 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.

Michael J. Motta

Printed Name

Michael Motta

Signature

Digitally signed by Michael Motta
Date: 2022.01.28 13:32:20 -05'00'

1/28/2022

Date

Amount Due

\$5.00

Date Paid

1/26/2022

Confirmation Number

3586495

January 26, 2022

Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 271 County Street (Map: 36, Lot: 224). 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
36-385	52 WASHINGTON ST	DEESCOBAR EDUARDO S "TRS", 52 WASHINGTON STREET REALTY TRUST 52 WASHINGTON STREET NEW BEDFORD, MA 02740
36-225	ES COUNTY ST	CITY OF NEW BEDFORD, ANDREWS-DAHILL PARK 131 WILLIAM ST NEW BEDFORD, MA 02740
36-253	48 WASHINGTON ST	CABRERA JALLYSSA, 48 WASHINGTON STREET NEW BEDFORD, MA 02740
36-252	58 WASHINGTON ST	ENAMORADO MARLON A 58 WASHINGTON ST NEW BEDFORD, MA 02740
36-298	WS COUNTY ST	DASILVEIRA MICHAEL G, 97 WILLIS STREET NEW BEDFORD, MA 02740
36-222	61 WASHINGTON ST	GONCALVES PAULINE M 61 WASHINGTON ST NEW BEDFORD, MA 02740
36-223	53 WASHINGTON ST	CARREIRO JOAO C, CARREIRO MARIA A 53 WASHINGTON ST NEW BEDFORD, MA 02740
36-393	NE WASHINGTON ST	REYES WALTER, 23 WASHINGTON STREET NEW BEDFORD, MA 02740
36-261	266 COUNTY ST	DOONAN STEPHEN "TRS", DOONAN LIZA" TRS", BOG 11 REALTY TRUST (THE) 48 SARAH SHERMAN ROAD ROCHESTER, MA 02770
36-210	154 GRINNELL ST	ANDRADE CARMEN H, ANDRADE DANIEL A MENDES 154 GRINNELL STREET NEW BEDFORD, MA 02740
36-211	152 GRINNELL ST	RAMOS KATHY L, 152 GRINNELL ST NEW BEDFORD, MA 02740
36-212	279 COUNTY ST	LOBO JOSE A, LOBO FERNANDA 48 RIVERVIEW TERRACE NEW BEDFORD, MA 02744
36-224	271 COUNTY ST	ACOSTA ANDY REYES, 271 COUNTY STREET NEW BEDFORD, MA 02740

Note: This map was developed using the best available data and serves a guide rather than a determination. Data should be confirmed in the field to ensure accuracy.



City of New Bedford, Massachusetts
Department of City Planning

Parcel within 300FT



January 2022

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, §54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, §150A

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. 142A 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: _____

Change of Use (Auto Sales)

Est. Cost: _____

Address of Work: _____

271 County St.

Owner Name: _____

Andy Reyes Acosta

Date of Permit Application: _____

11-12-21

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: 11-12-21

Date _____

Owner Signature _____

XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONSC. Building Permit Rejected ☒**City Council - Special Permit**

Fee _____

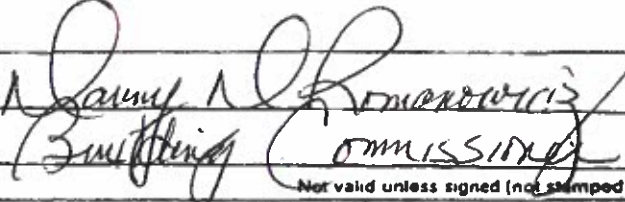
Reason For Rejection:

"See Attachments"

B-21-3330

Comments and Conditions:

Signed _____



Date: 12-20 2021

Title _____

Not valid unless signed (not stamped) by Building Commissioner



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

271 County Street – PLOT: 36 – LOT: 224 – ZONED DISTRICT: MUB
Special Permit Required from the City Council

Zoning Code Review as follows:

Special Permit

City Council

❖ SECTION

- 2200 – Use Regulations
- 2210 – General
- 2230 – Table of Principal Use Regulations – Appendix A
 - Commercial - #18 Motor vehicle sales and rental
 - Commercial - #21 Motor vehicle light service
- 5300-5330 & 5360-5390 – Special Permit

Notes to all Boards

- ♦ The storage of vehicles within the garage space will require a MDC Trap as per 248 CMR 10.09 (b) Separation or Containment of Gas, Oil, and Other Petroleum Distillates.

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)

DISTRICTS

Districts

14. Big Box Retail (60,000 Sq. ft. or greater)	N	N	N	N	N	N	BA	BA	N	N	N	N	N	N	N	Y
15. Health clubs	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N	Y
16. Mixed use	N	N	N	N	N	N	Y	Y	N	N	N	N	N	N	N	Y
17. Live /work	N	N	N	N	N	N	BA	BA	N	N	N	N	N	N	N	Y
18. Motor vehicle sales and rental	N	N	N	N	N	N	CC	CC	CC	CC	CC	CC	N	N	N	N
19. Motor vehicle general repairs	N	N	N	N	N	N	CC	CC	N	CC	CC	CC	Y	N	N	N
20. Motor Vehicle body repairs	N	N	N	N	N	N	N	N	N	CC	CC	CC	N	N	N	N
21. Motor vehicle light service	N	N	N	N	N	N	CC	CC	CC	CC	CC	CC	CC	N	CC	N
22. Restaurant	N	N	N	N	N	N	Y	Y	Y	N	SP	Y	Y	Y	Y	Y
23. Restaurant, fast-food	N	N	N	N	N	N	BA	BA	BA	N	N	N	BA	BA	BA	BA
24. Business or professional office	N	N	N	N	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
25. Medical offices, center, or clinic	N	N	N	N	N	N	BA	BA	BA	N	BA	BA	BA	BA	BA	Y
26. Bank, financial agency	N	N	N	N	N	N	Y	Y	Y	N	Y	N	Y	Y	Y	Y
27. Indoor commercial recreation	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	N	Y	Y

5300. - SPECIAL PERMITS.

5310. Special Permit Granting Authority. The Zoning Board of Appeals, the Planning Board or the City Council shall act as the Special Permit Granting Authority under this Chapter as specifically designated in a particular Section or in accordance with the Specific Designations in the Table of Principal Use Regulations under Appendix A of this Chapter.

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, § 1)

5320. Criteria. Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the City and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:

5321. Social, economic, or community needs which are served by the proposal;

5322. Traffic flow and safety, including parking and loading;

5323. Adequacy of utilities and other public services;

5324. Neighborhood character and social structures;

5325. Impacts on the natural environment; and

5326. Potential fiscal impact, including impact on City services, tax base, and employment.

(Ord. of 12-23-03, § 1)

5330. Procedures. Applications for special permits shall be filed in accordance with the rules and regulations of the various special permit granting authorities, as may be applicable.

(Ord. of 12-23-03, § 1)

5340. Plans. An applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 5400, herein.

(Ord. of 12-23-03, § 1)

5350. Development Impact Statement (DIS). At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and a Registered Surveyor.

5351. Physical Environment.

- (a) Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.
- (b) Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

5352. Surface Water and Subsurface Conditions.

- (a) Describe location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.
- (b) Describe any proposed alterations of shore lines, marshes, or seasonal wet areas.
- (c) Describe any limitations imposed on the project by the site's soil and water conditions.
- (d) Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

5353. Circulation Systems.

Project the number of motor vehicles to enter depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate (i)

existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

5354. Support Systems.

- (a) Water Distribution: Discuss the types of wells or water system proposed for the site, means of providing water for firefighting, and any problems unique to the site.
- (b) Sewage Disposal: Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests, and evaluate impact of disposal methods on surface and groundwater.
- (c) Refuse Disposal: Discuss the location and type of facilities, the impact on existing City refuse disposal capacity, hazardous materials requiring special precautions.
- (d) Fire Protection: Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the proposed site.
- (e) Recreation: Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.
- (f) Schools: Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

5355. Phasing. Where development of the site will be phased over more than one year, indicate the following:

- (a)

Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of portion of the parcel to be cleared at any given time and length of time of exposure.

- (b) Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

(Ord. of 12-23-03, § 1)

5360. Conditions. Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this Ordinance.

(Ord. of 12-23-03, § 1)

5370. Lapse. Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twelve (12) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L.A. c. 40A, § 17, from the grant thereof) with the City Clerk.

(Ord. of 12-23-03, § 1)

5380. Regulations. The special permit granting authority may adopt rules and regulations for the administration of this Section.

(Ord. of 12-23-03, § 1)

5390. Fees. The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.

(Ord. of 12-23-03, § 1)

State Law reference— Special permits, M.G.L.A. c. 40A, § 9.

B-21-3330
Permit No.
Completion Date



City of New Bedford, Massachusetts
Building Department
Application for Plan Examination
and Building Permit

FOR BUILDING DEPT. USE
DATE RECEIVED: NOV 1 1988
RECEIVED BY: [Signature]
ISSUED BY: [Signature]

IMPORTANT — COMPLETE ALL ITEMS — MARK BOXES WHERE APPLICABLE — PRINT

(AT LOCATION) 271 County ST
(NO) (STREET)
BETWEEN 36 (CROSS STREET) AND 224 (CROSS STREET)
PLOT 36 LOT 224 DISTRICT _____ ACCEPTED STREET _____
PLANS FILED ☐ YES ☐ NO

II. TYPE AND COST OF BUILDING — all applicants complete parts A through D — PRINT

A. TYPE OF IMPROVEMENT

- 1 ☐ New Building
2 ☐ Addition (if residential, enter number of new housing units added, if any, in Part D, 14)
3 ☐ Alteration (if residential, enter number of new housing units added, if any, in Part D, 14)
4 ☐ Repair, replacement
5 ☐ Demolition (if multifamily residential, enter number of units in building in Part D, 14, if non-residential, indicate most recent use checking D-18 - D-32)
6 ☐ Moving (relocation)
7 ☐ Foundation only

D. PROPOSED USE — For demolition most recent use

Residential

- 13 ☐ One family
14 ☐ Two or more family — Enter number of units _____
15 ☐ Transient hotel, motel, or dormitory — Enter number of units _____
16 ☐ Garage
17 ☐ Carport
18 ☒ Other — Specify Auto Sales

Nonresidential

- 19 ☐ Amusement, recreational
20 ☐ Church, other religious
21 ☐ Industrial
22 ☐ Parking garage
23 ☐ Service station, repair garage
24 ☐ Hospital, institutional
25 ☐ Office, bank, professional
26 ☐ Public utility
27 ☐ School, library, other educational
28 ☐ Stores, mercantile
29 ☐ Tanks, towers
30 ☐ Funeral homes
31 ☐ Food establishments
32 ☐ Other — Specify _____

B. OWNERSHIP

- 8 ☒ Private (individual, corporation, nonprofit institution, etc.)
9 ☐ Public (Federal, State, or local government)

D2. Does this building contain asbestos?

- ☐ YES ☒ NO If yes complete the following.

Name & Address of Asbestos Removal Firm _____

Submit copy of notification sent to DEDE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed.

D3. Non-residential — Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use _____

C. COST

(Dollars and cents)

- 10 Cost of construction To be installed but not included in the above cost \$ _____
a Electrical _____
b Plumbing _____
c Heating, air conditioning _____
d Other (elevator, etc.) _____
11 TOTAL VALUE OF CONSTRUCTION _____
12 TOTAL ASSESSED BLDG. VALUE _____

III. SELECTED CHARACTERISTICS OF BUILDING —

For new buildings complete part E through I. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through I.

E. PRINCIPAL TYPE OF FRAME

- 33 ☐ Masonry (wall bearing)
34 ☐ Wood frame
35 ☐ Structural steel
36 ☐ Reinforced concrete
37 ☒ Other — Specify brick

G. TYPE OF SEWAGE DISPOSAL

- 43 ☒ Public or private company
44 ☐ Private (septic tank, etc.)

H. TYPE OF WATER SUPPLY

- 45 ☒ Public or private company
46 ☐ Private (well, cistern)

F. PRINCIPAL TYPE OF HEATING FUEL

- 38 ☒ Gas
39 ☐ Oil
40 ☐ Electricity
41 ☐ Coal
42 ☐ Other — Specify _____

I. TYPE OF MECHANICAL

- Is there a fire sprinkler system?
47 ☐ YES 48 ☒ NO
Will there be central air conditioning?
49 ☐ Yes 50 ☒ No
Will there be an elevator?
51 ☐ Yes 52 ☒ No

J. DIMENSIONS

- 53 Number of stories _____
54 Height _____
55 Total square feet of floor area, all floors based on exterior dimensions _____
56 Building length _____
57 Building width _____
58 Total sq. ft. of bldg. footprint _____
59 Front lot line width _____
60 Rear lot line width _____
61 Depth of lot _____
62 Total sq. ft. of lot size _____
63 % of lot occupied by bldg (56+62) _____
64 Distance from lot line (front) _____
65 Distance from lot line (rear) _____
66 Distance from lot line (left) _____
67 Distance from lot line (right) _____

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

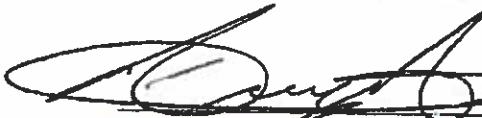
OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
Andy Reyes Acosta	32 Hammond St New Bedford	02745	617-898-0371
E-mail Address: _____			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
E-mail Address: _____			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
E-mail Address: _____			
SIGNATURE OF OWNER	APPLICANT SIGNATURE	DATE	
	Andy Reyes Acosta	11/12/21	

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.

 32 Hammond St New Bedford

Applicant's Signature Address City

V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

VI. ZONING REVIEW

DISTRICT:	USE:		
FRONTAGE:	LOT SIZE:		
SETBACKS:			
FRONT:	LEFT SIDE:	RIGHT SIDE:	REAR:
PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING			
VARIANCE HISTORY			

VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, _____

(licensee/permittee) with a principal place of business/residence at: _____

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:

☐ I am an employer providing worker's compensation coverage for my employees working on this job.

Insurance Company _____

Policy Number _____

☐ I am a sole proprietor and have no one working for me.☐ I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

Name of contractor _____

Insurance Company/policy number _____

Name of contractor _____

Insurance Company/policy number _____

☐ I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this _____

day of _____

November 12, 2021

Location: 271 COUNTY ST **Parcel ID:** 36 224 **Zoning:** MUB **Fiscal Year:** 2021 **Account Number:** 32991

Current Owner Information:

ACOSTA ANDY REYES

271 COUNTY STREET

NEW BEDFORD , MA 02740

Current Sales Information:

Sale Date:

07/16/2020

Sale Price:

\$60,000.00

Legal Reference:

13301-68

Grantor:

LEE,HENRY N D

Card No. 1 of 1

This Parcel contains 0.2784 acres of land mainly classified for assessment purposes as AUTOREP with a(n) COMMERCIAL GARAGE style building, built about 1930, having Brick exterior, Tar&Gravel roof cover and 1376 Square Feet, with 1 unit(s), total room(s), total bedroom(s) total bath(s), 0 3/4 baths, and 1 total half bath(s).

Building Value:

57000

Land Value:

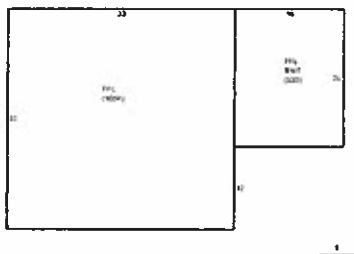
108600

Yard Items Value:

25800

Total Value:

191400



Fiscal Year 2021

Tax Rate Res.: 15.59
Tax Rate Com.: 32.76
Property Code: 332
Total Bldg Value: 57000
Total Yard Value: 25800
Total Land Value: 108600
Total Value: 191400
Tax: \$6,270.26

Fiscal Year 2020

Tax Rate Res.: 16.16
Tax Rate Com.: 33.59
Property Code: 332
Total Bldg Value: 50700
Total Yard Value: 25800
Total Land Value: 108600
Total Value: 185100
Tax: \$6,217.51

Fiscal Year 2019

Tax Rate Res.: 16.47
Tax Rate Com.: 34.84
Property Code: 332
Total Bldg Value: 39900
Total Yard Value: 25800
Total Land Value: 108600
Total Value: 174300
Tax: \$6,072.61

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.



Map Prepared By
City of New Bedford
Department of Planning
January 2008



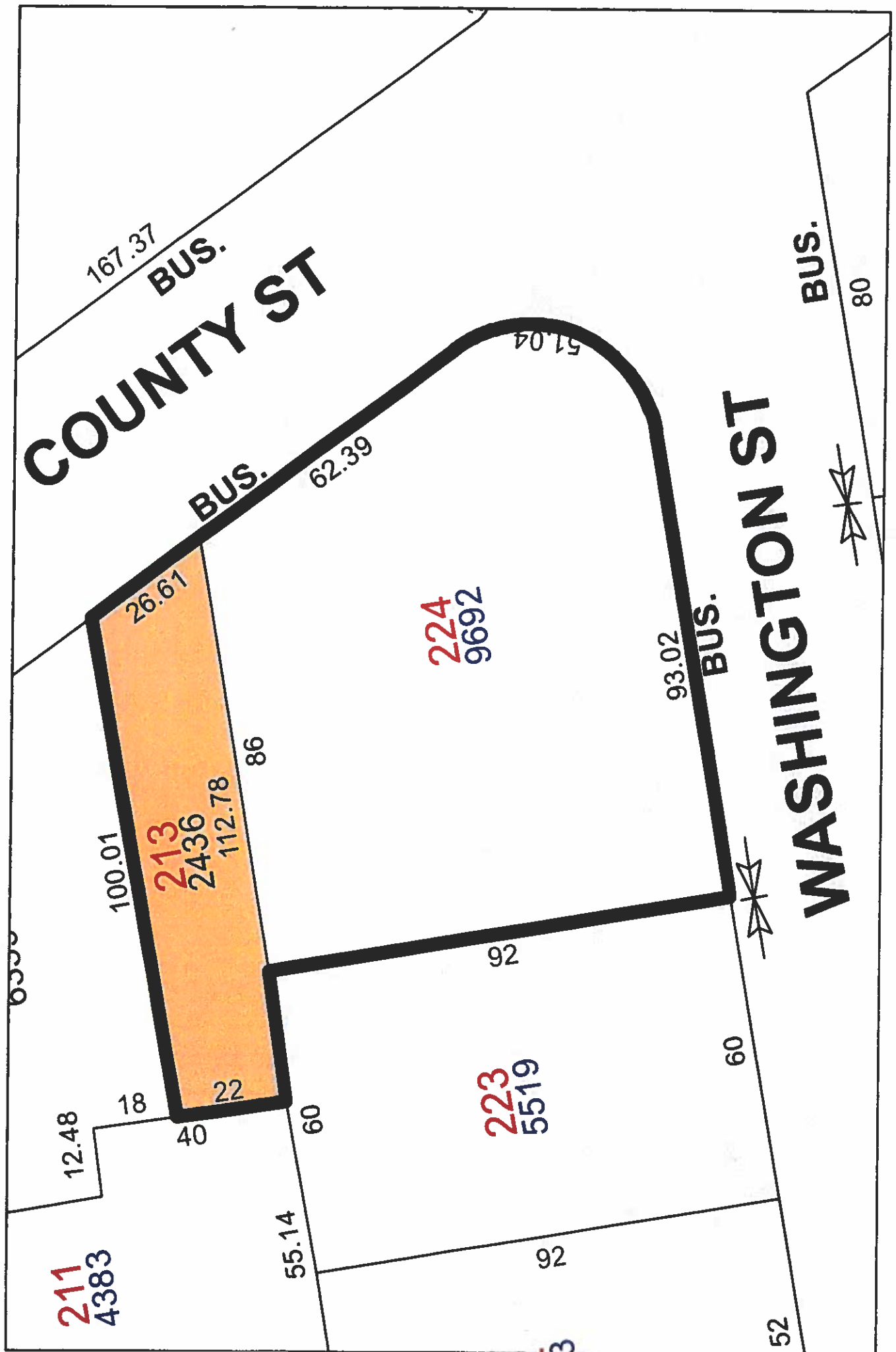
Focus Year 2010
This map is not intended to be used for legal purposes
and is not a substitute for a deed.

Map: 036

City of New Bedford
Massachusetts



- Legend
- Water Bodies
- Tram Boundary
- Engineering Lot Number
- Lot Area
- Planned Subdivision
- Combined Parcels
- Master Parcel Listing to Assessing DB
- Associated Parcels



271 County Street

Change of use from a auto repair to auto sale and light service

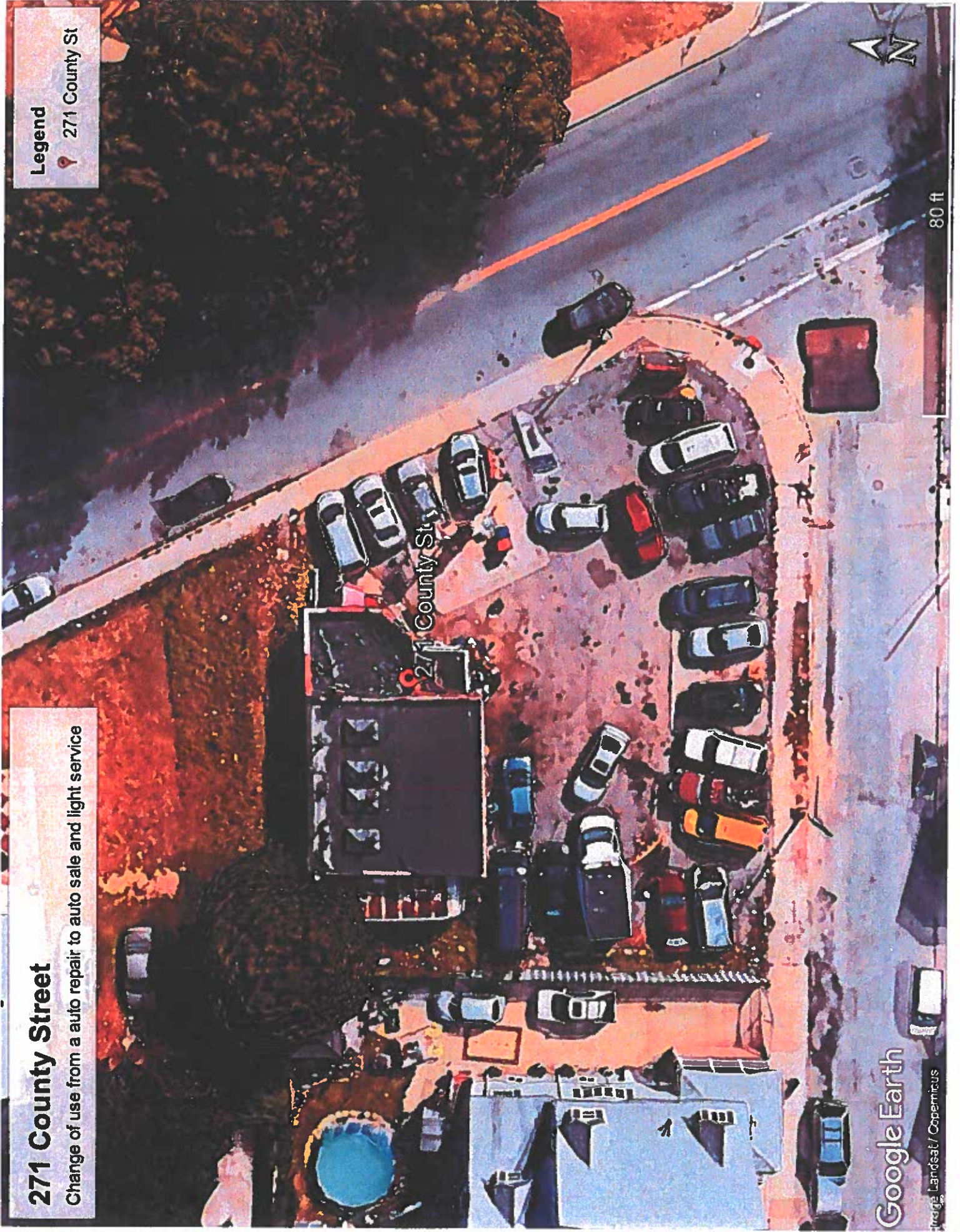
Legend

271 County St

Google Earth

Image Landsat / Copernicus

80 ft



271 County Street

Change of use from a auto repair to auto sale and light service

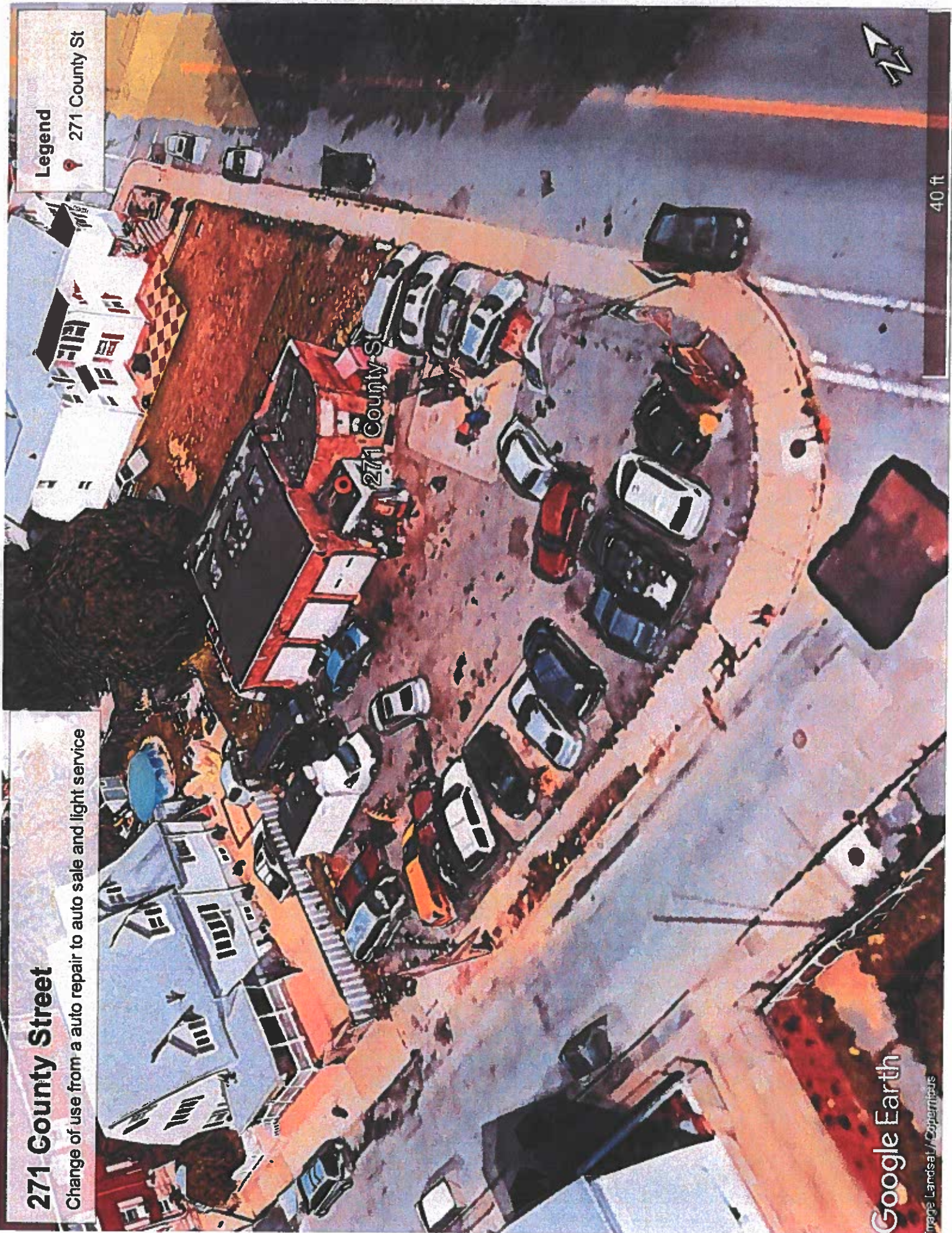
Legend

271 County St

Google Earth

Image Landsat/Copernicus

40 ft



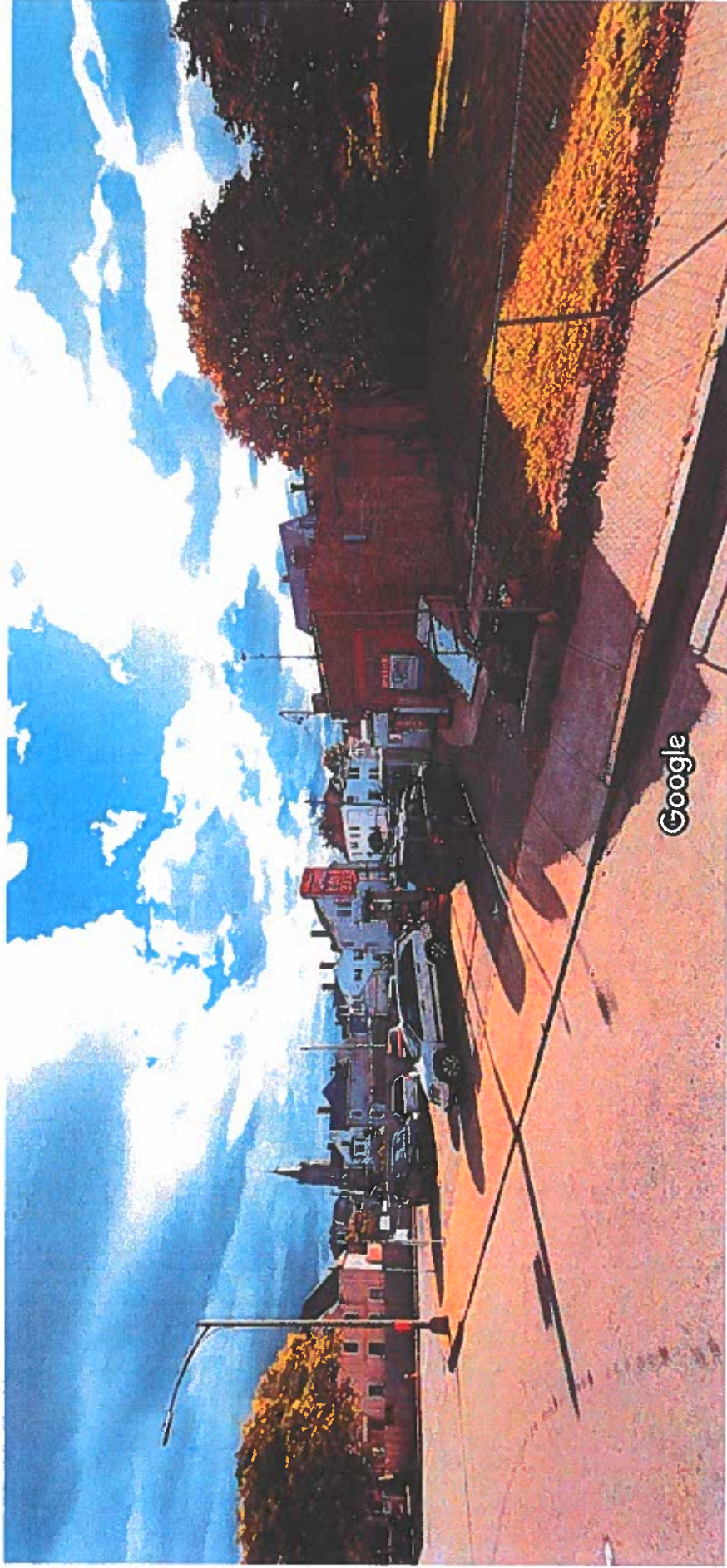


Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts

Google

Street View - Oct 2019

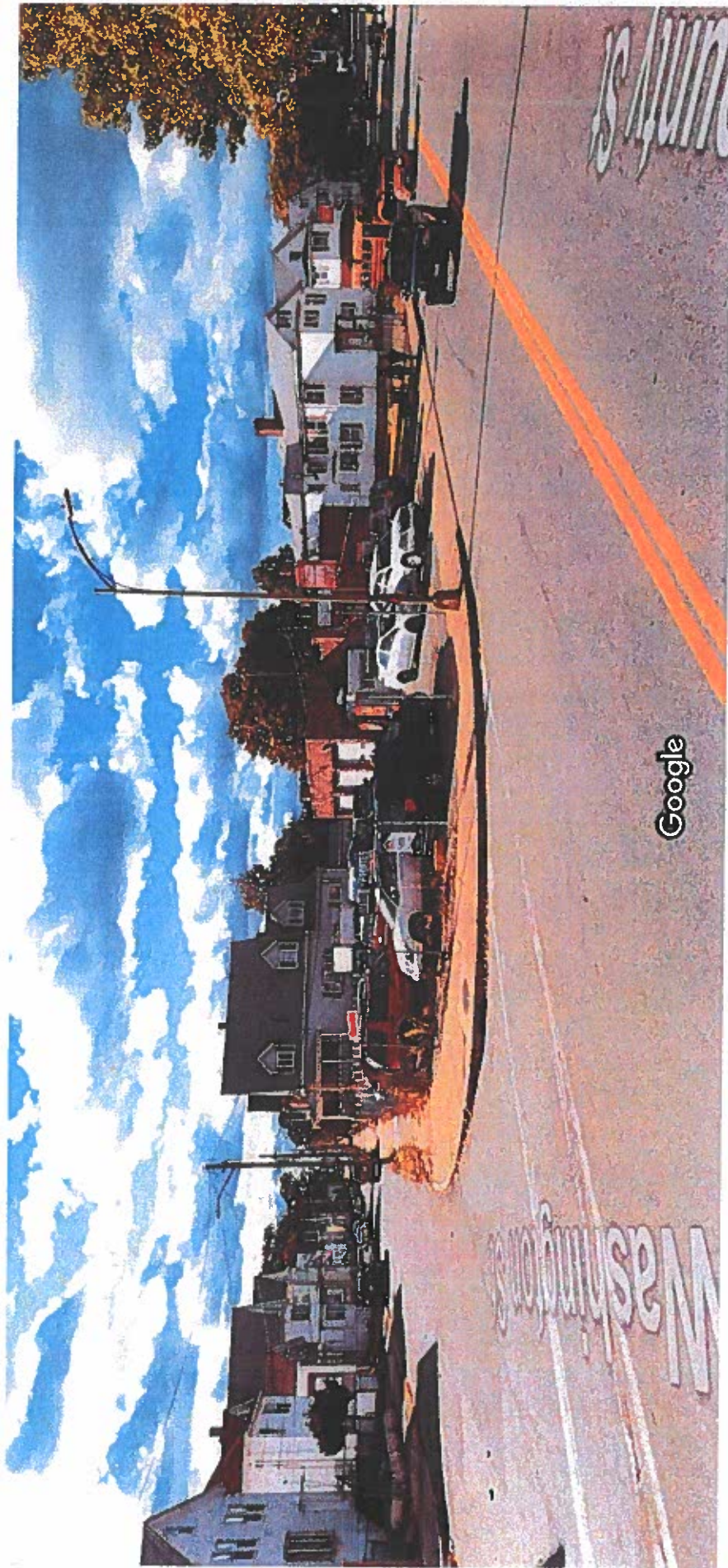


Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts

Google

Street View - Oct 2019

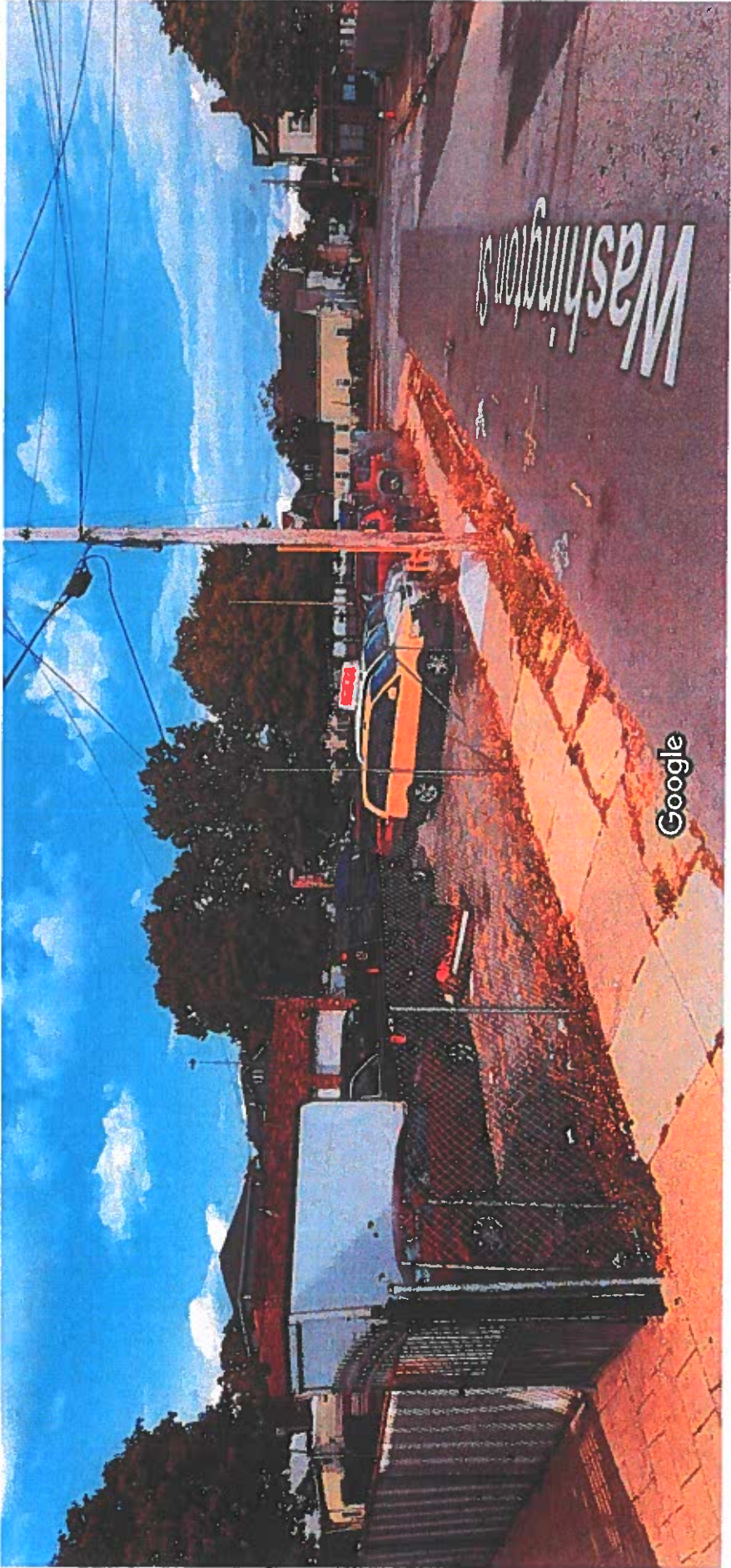


Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts

Google

Street View - Oct 2019



2020 00016298

Bk: 13301 Pg: 68 Pg: 1 of 3 BS
 Doc: DEED 07/16/2020 11:00 AM

MASSACHUSETTS EXCISE TAX
 Bristol ROD South 001
 Date: 07/16/2020 11:00 AM
 Ctrl# 03104228075 Doc# 00016298
 Fee: \$273.60 Cons: \$60,000.00

FIDUCIARY DEED

Rebecca G. Lee, as Personal Representative of the Estate of Henry N.D. Lee, Bristol County Probate and Family Court, Document No. BR19P1842EA, pursuant to a License to Sell Real Estate, dated July 1, 2020, and in exercise of every other power vested in her hereunder as Personal Representative,

For consideration paid and in full consideration of Sixty Thousand Dollars and No Cents (\$60,000.00),

Grants to Andy Reyes Acosta, individually, of 35 Jenness Street, Lynn, Massachusetts,

With Quitclaim Covenants

The land in New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northeasterly corner thereof at a point in the westerly line of County Street and at the southeast corner of land now or formerly of Maria J. Borden;

Thence WESTERLY by last named land eighty-six (86) feet to land now or formerly of James C. Briggs;

Thence SOUTHERLY by last named land ninety-two (92) feet to the northerly line of Washington Street;

Thence EASTERLY in said northerly line of Washington Street ninety-three and 22/100 (93.22) feet;

Thence continuing in an arc of a circle having a radius of twenty-five (25) feet, fifty-one and 04/100 (51.04) feet;

Thence NORTHERLY in the westerly line of County Street sixty-three and 22/100 (63.22) feet to the point of beginning.

CONTAINING 34 rods more or less.

Return to: Paul J. Coleman, Esq.
 325 Central Street
 Saugus, MA 01906

Property Address: 271 County Street, New Bedford, MA
 02740

For Grantor's title see deed dated and recorded on July 7, 1982 and recorded with the Bristol County South District Registry of Deeds in Book 1843, Page 1145. Also see Estate of Henry N.D. Lee, filed with the Bristol County Probate and Family Court as Docket No. BR19P1842EA.

UNDER AND SUBJECT to all restrictions and easements of record, local zoning laws and any condition which an accurate and complete survey of the premises would disclose.

[The next page is the signature page.]

Executed as a sealed instrument this 16 day of July 2020.

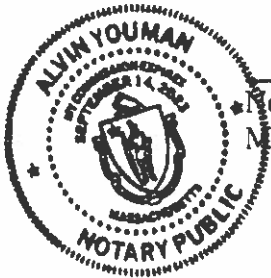


Rebecca G. Lee, Personal Rep.
Estate of Henry N.D. Lee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 16 day of July 2020, before me, the undersigned notary public, personally appeared Rebecca G. Lee, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attachment document, and acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as Personal Representative of the Estate of Henry N.D. Lee.




Notary Public Alvin Youman
My Commission Expires: 9/14/2023

STANDARD COMMERCIAL PURCHASE AND SALE AGREEMENT (With Contingencies)

The parties make this Agreement this 12 day of March, 2020. This Agreement supersedes and replaces all obligations made in any prior Letter of Intent, Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Rebecca G. Lee as Personal Representative of the Estate of Henry N. D. Lee, 1000 Tucker Road, Dartmouth, Massachusetts 02747, the "SELLER," agrees to sell and Andy Reyes Acosta, 35 Jenness Street Lynn, Massachusetts 01904, the BUYER," agrees to buy, another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.
2. **Description Of Premises.** The premises (the "Premises") consist of:
 - (a) the land with any and all buildings thereon known as 271 County Street, New Bedford, Massachusetts 02740, as more specifically described in a deed recorded in the Bristol County South District Registry of Deeds at **Book 1843, Page 1145**, a copy of which is not attached; and
 - (b) all structures, and improvements on the land and the fixtures, including, but not limited to: none but excluding none. All goods, materials, equipment and other personal property at the Premises that is intended for use in the maintenance and operation of the Premises and that has not been exhausted or consumed will be delivered to the BUYER at the time of delivery of the deed without additional charge.
3. **Purchase Price.** The purchase price for the Premises is **Sixty Thousand Dollars and No Cents** of which
\$ 1,000.00 were paid as a deposit with Contract to Purchase; and
\$ 4,000.00 are to be paid with this Agreement; and
* \$ 55,000.00 are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer.
\$ 60,000.00 Total
4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Jose S. Castelo Real Estate, Inc., as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorney's fees and costs.
5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 2 o'clock p.m. on the **15th day of May, 2020**, at the Bristol County South District Registry of Deeds, or at such other time and place as is mutually agreed in writing. **TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.** Unless the deed and other documents required by the Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the same day as the date for performance, provided that the recording attorney had not reported a problem outside the recording attorney's control.
6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:
 - (a) Real estate taxes assessed on the Premises which are not yet due and payable;

- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) none

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration. BUYER agrees to indemnify SELLER for any claim for by a tenant for breach or interference with any lease or rental agreement, *provided that* the existence and terms of such lease or rental agreement has been disclosed to BUYER by SELLER.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.
8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the settlement statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. If the SELLER is an individual, the SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interests in the Premises and to execute the deed, if necessary.
9. **Possession And Condition Of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, remote door openers and any security codes. Until the delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured. SELLER agrees to make the Premises available, upon reasonable notice, for inspection and measurement by representatives or agents of the BUYER or any proposed lender, including, but not limited to, any appraiser, insurer, engineer or surveyor.



BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of 0 or percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.
11. **Nonconformance Of Premises.** If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.
12. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and by SELLER'S agents from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER had agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.
13. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, ~~collected rents, uncollected rents (if and when collected by either party)~~, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established. SELLER further agrees to deliver to BUYER each security deposit and advance rental payment as a credit toward the purchase price.


BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

14. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of \$6,000.00 for professional services shall be paid by the SELLER to Jose S Castelo Real Estate, Inc., the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises. If the SELLER pursuant to the terms of clause 15 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.
15. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will be difficult to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.
16. **Buyer's Financing.** ~~(Delete if waived)~~ The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of N/A at prevailing rates, terms and conditions by N/A. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment, the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to the City of New Bedford Economic Development by N/A and acted reasonably promptly in providing any additional information requested by this entity.
17. **Inspections/Survey.** ~~(Delete if waived)~~ The BUYER'S obligations under this Agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, building, pest, radon, septic/sewer, water quality, water drainage and oil and hazardous materials, by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost within 10 days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.
18. **Schedule of Leases/Tenancies.** The SELLER represents that the attached hereto is a complete and accurate schedule of all tenancies and leases for the Premises and that complete and accurate copies of all leases and tenancy agreements as well as copies of all material notices and modifications have been provided to BUYER. SELLER agrees to provide BUYER with originals of each lease and tenancy agreement at the time of delivery of the deed. SELLER further agrees to deliver to BUYER a copy of a notice to each tenant of the sale of the Premises to BUYER and directing the tenants to make rental payments thereafter to BUYER. SELLER further agrees to deliver to BUYER an assignment of all leases and tenancy agreements, in a form that is satisfactory to BUYER, at the time of delivery of the deed. In the event that any rentable space in the Premises is now available for rent or hereafter becomes available for rent,


BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

~~SELLER shall not enter into a lease or tenancy agreement (except as required by an existing agreement) without prior written authorization of BUYER. Neither shall SELLER extend nor renew any existing tenancy nor waive any other rights without prior written authorization of BUYER. BUYER agrees that it will not unreasonably withhold such consent.~~

19. **Warranties And Representations.** The SELLER represents and warrants that the Premises is not served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.] The SELLER further represents that there is not an underground storage tank. The SELLER further represents and warrants that SELLER had full authority to enter into this Agreement. The SELLER agrees to execute and deliver to BUYER at the time of delivery of the deed: (1) a non-foreign affidavit, in compliance with applicable law; (2) an affidavit in the form reasonably required by any title insurance company for the BUYER which states that there is no person to whom payment is due for labor or materials furnished for the Premises; (3) an affidavit that there is no person occupying any portion of the Premises other than as set forth in the leases or tenancy agreements provided; and such other documents that may reasonably be required by the BUYER or BUYER'S mortgage lender. The SELLER further warrants that SELLER has no knowledge of any existing or contemplated lawsuit, administrative proceeding or enforcement action with regard to Premises or the provision of labor, equipment, supplies or services; that SELLER agrees to pay all outstanding amounts for utilities, goods, labor, materials and services furnished to the Premises prior to delivery of the deed; that SELLER has not received notice of any violation of a building or zoning code or ordinance or of any municipal, state or federal law or regulation, other than disclosed; and that the SELLER has not received any notice of any charge for a betterment or governmental improvement for or benefiting the Premises. The BUYER acknowledges that BUYER has not relied upon any warranties and representations, if any, made by either the SELLER or the SELLER'S real estate agent: none
20. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United State Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in paragraph 1. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.
21. **Counterparts / Facsimiles / Construction Of Agreement.** This Agreement may be executed in counterparts. Signature transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and maybe canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Real Estate Bar Association of Massachusetts at the time for performance shall be governed by the Standards and Practices of the Real Estate Bar Association of Massachusetts.


BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

22. Additional Provisions.

BUYER acknowledges that the Premises conveyed herein is to be transferred and accepted in its present "As Is" condition. Buyer has been notified about environmental issues on the property.

This agreement is subject to the ability of the Seller to obtain a License to sell from the Bristol County Probate Court relative to the Estate of Henry N. D. Lee.

See Rider "A" herein attached and made a part of this agreement.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.



Andy Reyes Acosta, BUYER

3/12/20
Date

Rebecca G. Lee, SELLER
Personal Representative of the Estate of Henry N. D. Lee

Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.



ESCROW AGENT or representative Date
Jose S Castelo Real Estate, Inc.



BUYER'S Initials

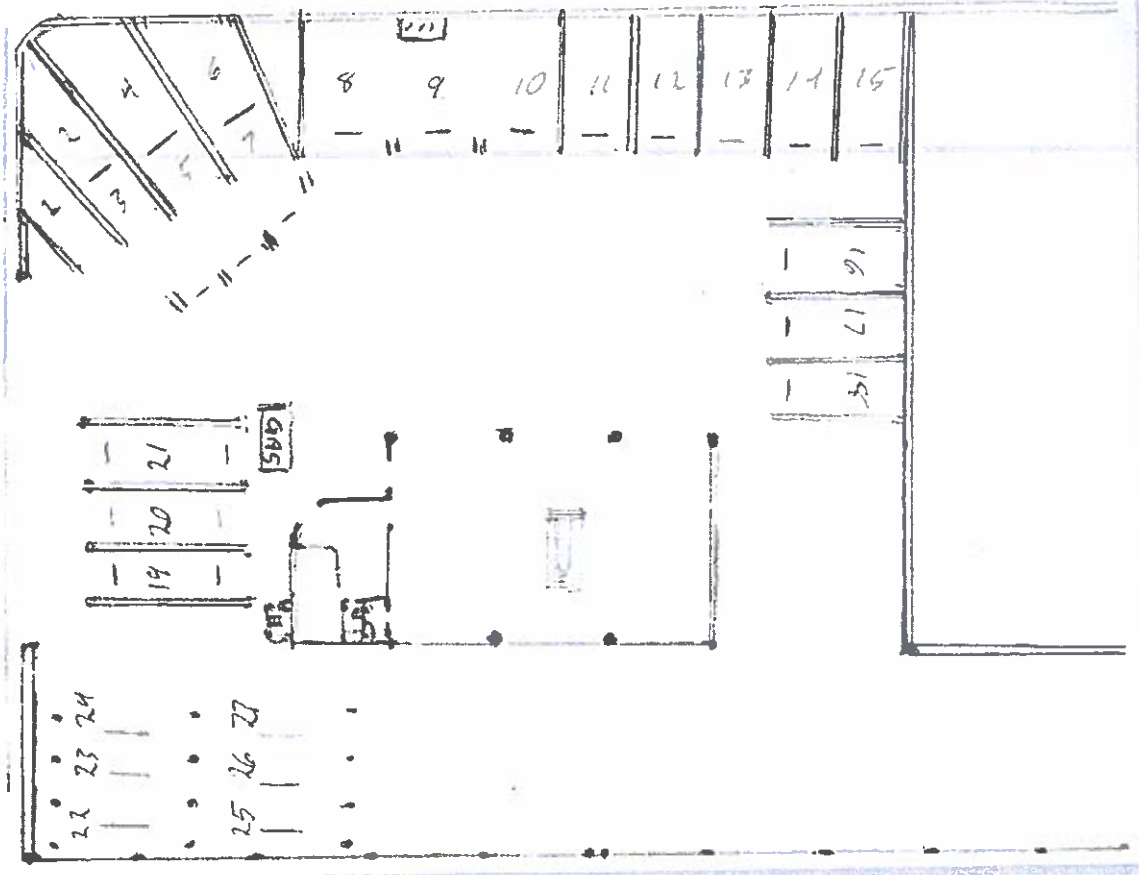
BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

COUNTY ST

WASHINGTON ST



COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 1/31/2022

OWNER(S): Andy Reyes Acosta

BUSINESS NAME: King Christ Auto Sales Corp

BUSINESS ADDRESS: 271 County St. 12740

FOR MOTOR VEHICLE: Sales and/or Rentals

Body Repair

General Repair

Light Service

AMOUNT RECEIVED: Eight Hundred Dollars (\$800.00)

Cash

Angelic Taylor
Angelic Taylor
Office Assistant III