

VENDOR NO.	VENDOR NAME	CHECK NUMBER
120010	CITY OF NEW BEDFORD	8097

TRANSACTION NUMBER	REFERENCE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
316 107	NBCC033016	03/30/16	Determination of Applicability	265.50	0.00	0.00	0.00	0.00	265.50
VENDOR NO.				GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
120010				265.50	0.00	0.00	0.00	0.00	265.50

THE KEY TO DOCUMENT SECURITY • HEAT ACTIVATED THUMB PRINT • ADDITIONAL SECURITY FEATURES INCLUDED • SEE BACK FOR DETAILS

AGM MARINE CONTRACTORS, INC.

30 Echo Road
Mashpee, MA 02649
(508) 477-8801

TD Bank

53-7054/2113

008097

DATE	CHECK NO.	AMOUNT
03/30/16	8097	\$265.50

Two hundred sixty-five and 50 / 100 Dollars

PAY
TO THE
ORDER
OF

CITY OF NEW BEDFORD

NEW BEDFORD MA 02740



AUTHORIZED SIGNATURE

MP

008097 211370545 0310140101



**CITY OF NEW BEDFORD
MASSACHUSETTS**

**CONSERVATION COMMISSION
2009 FILING FEE CALCULATION WORKSHEET***

PROJECT LOCATION:

"15", "SS" & "East End of" Antonio L. Costa Blvd. **MAP** 66 **LOT(S)** 125 & 128

APPLICANT: Sea Watch International Ltd.

CONSERVATION COMMISSION FEES (check all that apply):

- ☒ REQUEST FOR DETERMINATION OF APPLICABILITY
- ☐ NOTICE OF INTENT
- ☐ INQUIRY AS TO NEED FOR AN AMENDED ORDER**
- ☐ AMENDED ORDER OF CONDITIONS
- ☐ ANRAD (Abbreviated Notice of Resource Area Delineation)
- ☐ EXTENSION PERMIT
- ☐ CERTIFICATE OF COMPLIANCE
- ☐ AFTER THE FACT FILING
- ☐ RESTORATION PLAN FEE (no NOI filing required)
- ☐ LIFTING AN ENFORCEMENT ORDER
- ☐ PENALTIES

(A.) ALTERATION FEES:

Application and field review of a project proposed in a Wetland Resource Area or its Buffer Zone is \$150.00 plus the applicable alteration fee as follows

	<u>AMOUNT DUE</u>
• Application and Field Review Fee (\$150.00)	\$ <u>150.00</u>
• \$0.50 X <u>55</u> SF Wetland Resource Area	\$ <u>27.50</u>
• \$0.05 X _____ SF Land Subject Coastal Flooding	\$ _____
• \$0.20 X _____ SF Developed Riverfront Area	\$ _____
• \$1.00 X _____ SF Undeveloped Riverfront Area	\$ _____
• \$5.00 X _____ LF Coastal Bank	\$ _____
• \$0.10 X <u>880</u> SF Buffer Zone	\$ <u>88.00</u>

(B.) EXTENSION of an Order of Conditions:

- Minor Project ... \$100.00 + _____ (¼ local fee from NOI) \$ _____
- Other Projects ... \$200.00 + _____ (¼ local fee from NOI) \$ _____

(C.) AMENDING A PERMIT:

- Written inquiry or request to appear to determine the need for an Amended Order:** (\$50.00 fee) \$ _____
- Amending OOC: \$150.00 + _____ (applicable alteration fee) \$ _____

**(D.) RESOURCE BOUNDARY DELINEATION VERIFICATION
USING AN RDA APPLICATION:**

- \$150.00 + \$2.00 X _____ LF Wetland boundary \$ _____

**(E.) ABBREVIATED RESOURCE AREA DELINEATION VERIFICATION
(ANRAD)**

- \$150.00 + \$1.00 X _____ LF Resource Area boundary \$ _____

**(F.) RESOURCE BOUNDARY DELINEATION VERIFICATION CONDUCTED
DURING A NOTICE OF INTENT REVIEW**

- \$150.00 + \$3.00 X _____ LF Resource Area boundary \$ _____

(G.) DOCKS:

- \$100.00 + \$4.00 X _____ LF of dock \$ _____
- Add 150% to total fee if in significant shellfish habitat \$ _____

(H.) AFTER THE FACT FILING:

- All Total Fees are doubled \$ _____

(I.) RESTORATION PLAN FEE:

- (\$150.00 + _____ Alteration Fee) Multiplied by 2 \$ _____

(J.) LIFTING ON ENFORCEMENT ORDER:

- \$150.00 fee \$ _____

(K.) CERTIFICATE OF COMPLIANCE:

- refer to "K" of the Fee schedule \$ _____

(L.) PENALTIES:

- refer to "L" of the Fee schedule \$ _____

TOTAL AMOUNT DUE (including after-the-fact fee if applicable): \$ 265.50

Notes:

* Please refer to the Conservation Commission Fee Schedule - Revised April 2009

** This is not required, but available for anyone who would like to appear to discuss the need to Amend.

Please make check or Money Order payable to: THE CITY OF NEW BEDFORD.
Cash is not Accepted.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

New Bedford

City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

Sea Watch International Ltd.

Name

john@seaclam.com

E-Mail Address

8978 Glebe Park Drive

Mailing Address

Easton

City/Town

MD

State

21601-7004

Zip Code

(410) 822-7500

Phone Number

(410) 822-1266

Fax Number (if applicable)

2. Representative (if any):

AGM Marine Contractors, Inc.

Firm

Jonah Mikutowicz

Contact Name

jonah.mikutowicz@agmmarine.com

E-Mail Address

30 Echo Road

Mailing Address

Mashpee

City/Town

MA

State

02649

Zip Code

(508) 477-8801

Phone Number

(508) 477-8804

Fax Number (if applicable)

B. Determinations

1. I request the City of New Bedford make the following determination(s). Check any that apply:
Conservation Commission

- ☐ a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- ☐ b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- ☒ c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- ☒ d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

City of New Bedford

Name of Municipality

- ☐ e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



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New Bedford

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C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

"15", "SS" & "East End of" Antonio L Costa Blvd

Street Address

New Bedford

City/Town

66

125 & 128

Assessors Map/Plat Number

Parcel/Lot Number

- b. Area Description (use additional paper, if necessary):

Pier face of "15" Antonio L Costa Blvd (66 125), "SS" Antonio L Costa Blvd (66 128) and the East End of Antonio L Costa Blvd.

- c. Plan and/or Map Reference(s):

City of New Bedford | Map 066

Title

January 2016

Date

Title

Date

Title

Date

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

This project entails the repair of an existing deteriorated pier timber fender system. Existing, creosote treated deteriorated and broken timber fender piles, wale, block and chock timbers will be removed and legally disposed of off site. A new fender system shall be constructed utilizing pressure treated piles and timbers and galvanized hardware. The new fender system shall be constructed with the same details, in the same location as the existing fender system and shall be secured to the pier face as the existing fender system is. Sections of existing timber fender system that are loose shall be reattached to the timber piles for a secure and complete system. All work shall be completed with barge based equipment; a debris boom shall be utilized to enclose all demolition activities and capture any debris that may fall into the water and a vibratory hammer shall be utilized for all pile extraction and new pile installation activities.



Massachusetts Department of Environmental Protection

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C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

Work involves maintenance to an existing licensed structure

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

☐ Single family house on a lot recorded on or before 8/1/96

☐ Single family house on a lot recorded after 8/1/96

☐ Expansion of an existing structure on a lot recorded after 8/1/96

☐ Project, other than a single family house or public project, where the applicant owned the lot before 8/7/96

☐ New agriculture or aquaculture project

☐ Public project where funds were appropriated prior to 8/7/96

☐ Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision

☐ Residential subdivision; institutional, industrial, or commercial project

☐ Municipal project

☐ District, county, state, or federal government project

☐ Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

New Bedford
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

City of New Bedford | c/o Harbor Development Commission

Name

52 Fisherman's Wharf

Mailing Address

New Bedford

City/Town

MA

State

02740

Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant

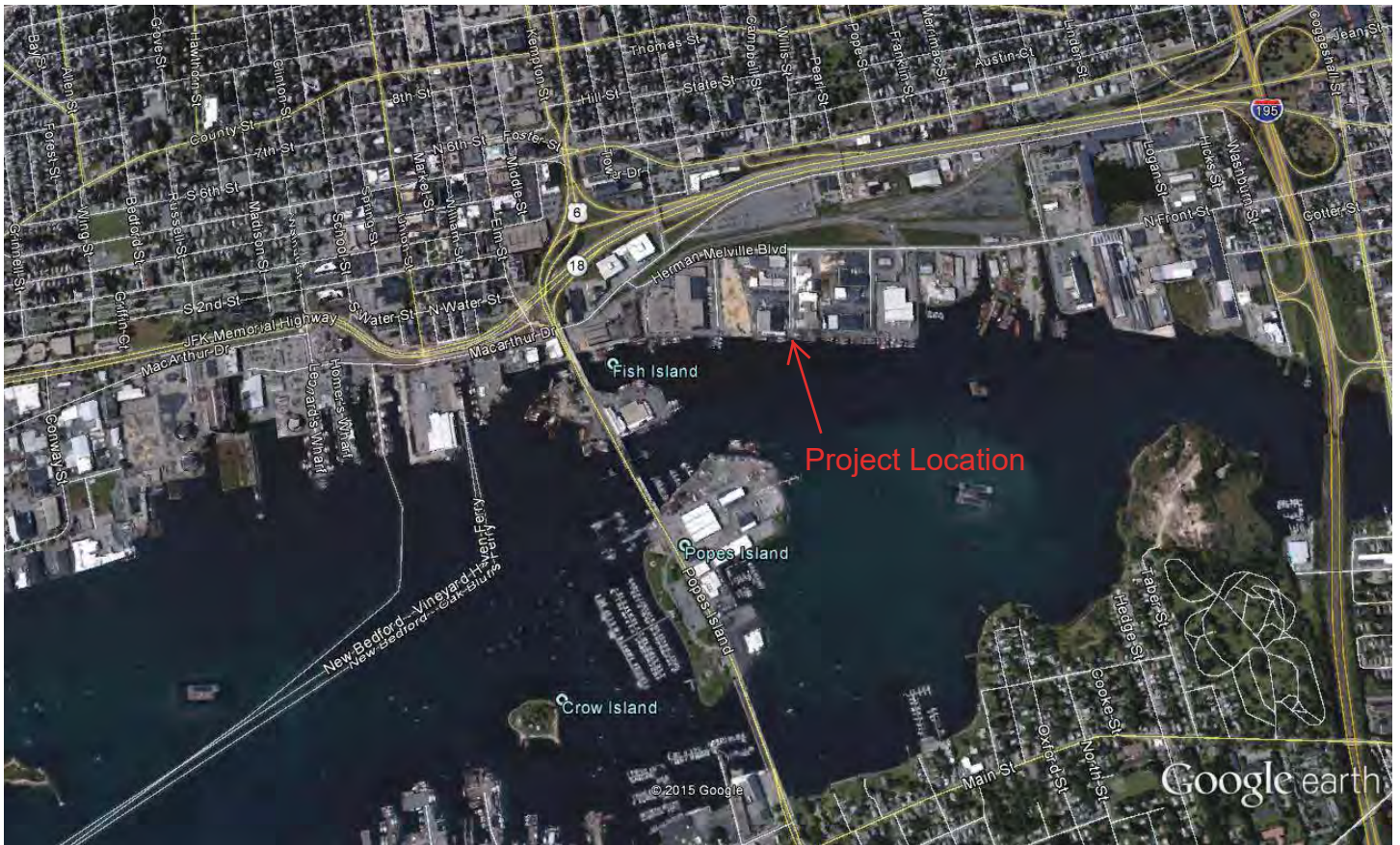
Date

4/5/16

Signature of Representative (if any)

Date

4/5/16



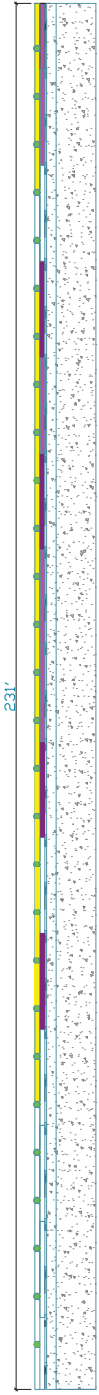
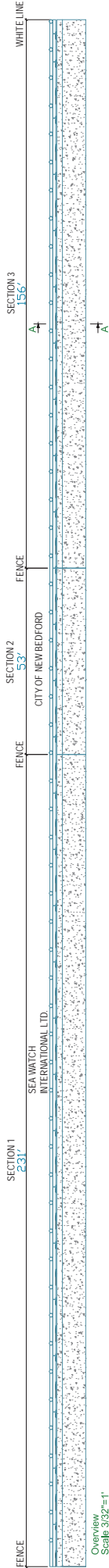
Google earth



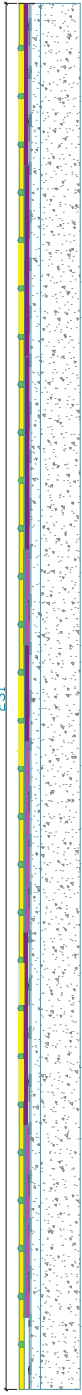


Google earth

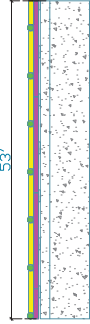




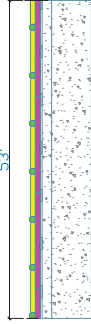
Section 1 Top Row Plan View
Scale 1/8"=1'



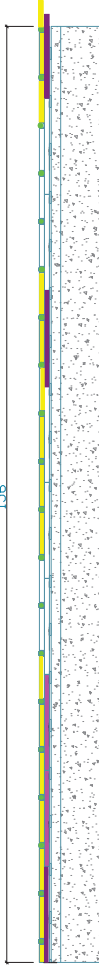
Section 1 Bottom Row Plan View
Scale 1/8"=1'



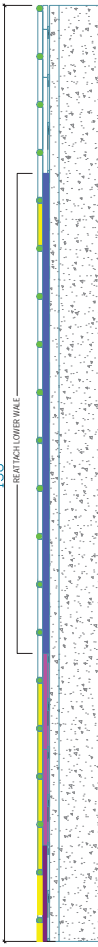
Section 2 Top Row Plan View
Scale 1/8"=1'



Section 2 Bottom Row Plan View
Scale 1/8"=1'

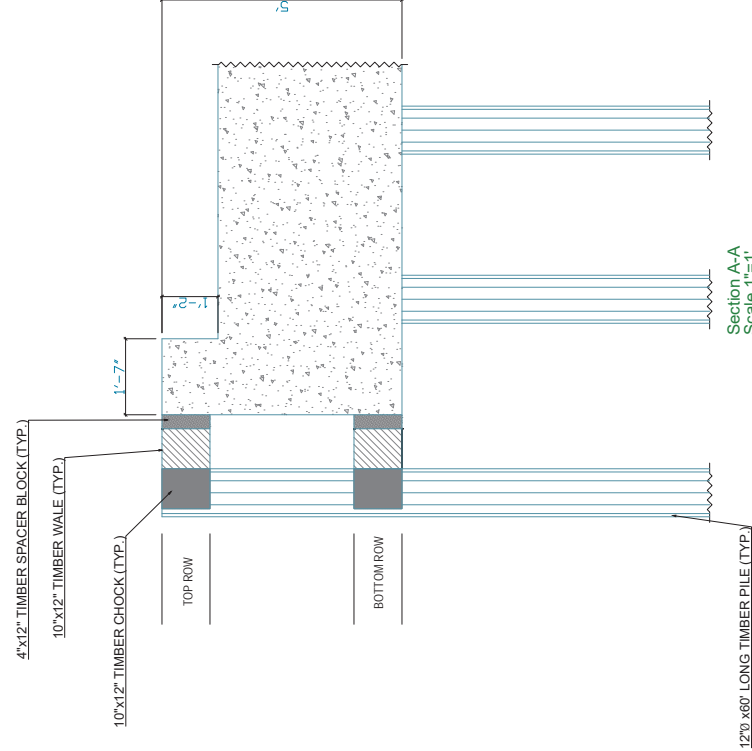


Section 3 Top Row Plan View
Scale 1/8"=1'



Section 3 Bottom Row Plan View
Scale 1/8"=1'

- NOTES:
- 1) TIMBER PILES SPACED 8' C-C
 - 2) TIMBER SPACER WALES ARE 2' IN LENGTH
 - 3) TIMBER WALES ARE 16' IN LENGTH
 - 4) TIMBER CHOCKS ARE 7' IN LENGTH
 - 5) SHADED SECTIONS TO BE REPLACED



Section A-A
Scale 1"=1'

AGM MARINE CONTRACTORS, INC.	DATE	6-08-15
	DRAWN BY	CJP
PROJECT SEA WATCH INTERNATIONAL LTD.		
DRAWING FENDER SYSTEM REPAIR DETAILS		



HARBOR DEVELOPMENT COMMISSION

52 Fisherman's Wharf TEL (508) 961-3000
New Bedford, MA 02740 FAX (508) 979-1517
WWW.PORTOFNEWBEDFORD.ORG

April 15, 2016

Sarah Porter
Conservation Commission
133 William Street
New Bedford, MA 02740

Re: Sea Watch Fender System Repairs

Dear Sir/Madam:

Please be advised that the New Bedford Harbor Development Commission through its Executive Director, Edward Anthes-Washburn hereby grants permission to AGM Marine Contractors, Inc. to conduct work on 15 Antonio Costa Boulevard as well as 22 Antonio Costa Boulevard on behalf of Sea Watch International, Inc.

Sincerely,

Edward Anthes-Washburn
Executive Director

CC: Pamela Lafreniere, HDC General Counsel

LEASE AGREEMENT

AGREEMENT made and entered into this 28th day of September 1982 by and between the CITY OF NEW BEDFORD, a municipal corporation established under the laws of the Commonwealth of Massachusetts, by and through its HARBOR DEVELOPMENT COMMISSION, hereinafter referred to as the "LESSOR", and GOLDEN EYE SEAFOODS, INC., a Massachusetts corporation having its usual place of business in Fairhaven, Massachusetts, hereinafter referred to as the "LESSEE".

WHEREAS, the LESSOR has available for occupancy and development a certain parcel of land in New Bedford, Massachusetts, commonly referred to as the North Terminal Bulkhead Area, and

WHEREAS, the LESSEE is desirous of leasing and developing a portion of said North Terminal Bulkhead Area, and

WHEREAS, the LESSOR is aware of the desire of the LESSEE to occupy and develop said portion of the North Terminal Bulkhead parcel for the primary purpose of unloading, processing and distributing products of the sea,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by each party hereto,

IT IS AGREED:

ARTICLE I

PREMISES

The LESSOR does hereby let, lease and demise unto the LESSEE for its exclusive use and that of its successors and assignees, a certain parcel of land as fully described in Schedule A attached hereto and hereby incorporated into this Agreement,

together with the exclusive right of the LESSEE to use that entire area along the easterly boundary of the Bulkhead referred to in Parcel C-1 and C as set forth on said Schedule A, as it borders the Acushnet River for the entire distance of ~~330~~ feet as shown on a plan referred to as "The City of New Bedford North Terminal Bulkhead Disposition Parcels "C", "C-1", "D", "F", "F-1", "F-2", "G", "G-1", "H", "J", Prepared by New Bedford Harbor Development Commission, New Bedford, Mass., dated March 1982".

ARTICLE II

TERM OF LEASE

To have and to hold the demised premises unto the LESSEE for the term of ninety-nine (99) years commencing on the first of the month next succeeding final approval by any governmental authority or any subdivision thereof of all permits or licenses required by any said authority for the commencement of construction or occupancy of the LESSEE'S building to be built on the demised premises and completion by the LESSOR of its responsibility under ARTICLE V, Section 1, subpart (c) of this Agreement. The term of this lease is subject to the right of the LESSEE to terminate this Agreement at the end of the first or any succeeding twenty-five (25) year term. In the event that the LESSEE elects to so terminate, it shall notify the LESSOR in writing at least twelve (12) months prior to the end of the respective term. In the event that the LESSEE does not notify the LESSOR of termination, the parties hereto shall be bound each to the other for the next succeeding term of twenty-five (25) years except for the last term which shall be twenty-four (24) years.

ARTICLE III

RENT

The LESSEE covenants and agrees to pay to the LESSOR at City Hall in New Bedford, Massachusetts or at such other place as the LESSOR shall designate in writing, rent as hereinafter set forth:

- a) For the first twenty (20) years of the term hereof Fourteen Thousand Thirty-five Dollars (\$14,035.00) per year in equal monthly installments of One Thousand One Hundred Sixty-nine and 58/100 Dollars (\$1,169.58);
- b) For the next succeeding five (5) years of the term hereof, the sum of Fourteen Thousand Thirty-five Dollars (\$14,035.00) per annum payable in equal monthly installments of One Thousand One Hundred Sixty-nine and 58/100 Dollars (\$1,169.58);
- c) For the succeeding fifteen (15) years of the term hereof, the parties shall use their best efforts to agree to the annual rental applicable thereto at least eighteen (18) months prior to the commencement of said term. In the event that the parties cannot agree to the rental, the LESSOR shall select one arbitrator and the LESSEE shall select one arbitrator at least seventeen (17) months prior to the commencement of the instant term and shall so notify the other of their respective choice. The two arbitrators so selected shall determine a third arbitrator within thirty (30) days of their selection. In the event that the arbitrators selected by the parties cannot agree to a third arbitrator, the arbitrators shall select a third arbitrator from a panel of three disinterested nominees to be selected by the American Arbitration Association. If at the end of one week after the designation of such panel there remains

disagreement as to which of said nominees shall serve, the LESSOR'S and LESSEE'S arbitrators, in that order, shall each strike the name of one of the nominees and the remaining nominee shall be the third arbitrator. The rental that shall be determined by a majority of the arbitrators in a decision of the arbitrators made at least fourteen (14) months prior to the commencement of the instant fifteen (15) year term shall be binding on all parties except that the rental so determined shall not exceed that of comparable land of the LESSOR leased for water-front purposes and in no event shall the rent for said term exceed Twenty-one Thousand Fifty-two and 50/100 Dollars (\$21,052.50) per annum. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.

- d) For the succeeding twenty (20) years of the term hereof, the parties shall use their best efforts to agree to the annual rental applicable thereto at least eighteen (18) months prior to the commencement of said term. In the event that the parties cannot agree to the rental, then the same procedure as set out in (c) of this ARTICLE III shall be applicable, except that in no event shall the rental for said term exceed Twenty-one Thousand Fifty-two and 50/100 Dollars (\$21,052.50) for the first ten (10) years of said twenty (20) year term.
- e) For the succeeding twenty (20) year and nineteen (19) year rental periods, the rental shall be determined in the same manner as set forth in paragraphs (c) and (d) of this ARTICLE III, except that the arbitrators shall not be limited to the maximum of Twenty-one Thousand Fifty-two and 50/100 Dollars (\$21,052.50) per annum set forth therein.

- f) It is specifically understood that said rental is exclusive of taxes on the structure or structures on the demised premises which shall be treated as realty for taxation purposes, which taxes shall be assessed by the City of New Bedford.

ARTICLE IV

LESSEE'S USE OF PREMISES

The LESSEE shall have unrestricted right to build and install on the demised premises such structures, improvements, machinery and equipment as it may desire, and use same for any purpose, in conformance with all zoning and building regulations applicable thereto, all of which shall at all times remain the property of the LESSEE. In the event that this Agreement is terminated for any reason, said structures, improvements, machinery and equipment may be removed by the LESSEE, provided the premises are put back in the same condition as they were at the time of the execution of this lease; and, provided further, that all taxes and monies due the City of New Bedford have been paid. .

ARTICLE V

LESSOR'S REPRESENTATION AS TO THE DEMISED PREMISES

Section 1. The LESSOR hereby jointly and severally warrants and represents that:

- a) It has a good, clear and merchantable title to the demised premises and has at the execution of this Agreement delivered to the LESSEE a complete physical property survey of the demised premises prepared and certified by a land surveyor registered by the Commonwealth of Massachusetts.
- b) The demised premises are free and clear of all encumbrances and liens

and that upon notice by the LESSEE at any time of any undisclosed liens or defects, the LESSOR will cause said liens or defects to be removed or cleared.

- c) It will obtain permission from all interested parties for the capping and/or removal, at LESSEE'S expense, of any water and/or gas lines located along Joaquim F. Pina Avenue within the demised premises. They will re-locate the water lines within an easement which the LESSOR hereby reserves within the leased premises, as described in Schedule B attached hereto, in a manner that will allow the LESSEE to obtain water from said relocation
- d) The LESSOR has been apprised that the LESSEE will commence construction of a building on the demised premises and represents and warrants that it has no knowledge of any circumstances which would prohibit such construction, support, or utilization of the demised premises. It is further agreed that there are no structural or engineering defects on or about the demised premises that would in any way interfere with the construction of or sustain said building, except that in the event that a structure is constructed on that portion of the demised premises generally referred to as the "apron" as shown on a plan referred to as "The City of New Bedford North Terminal Bulkhead Disposition Parcels "C", "C-1", "D", "F", "F-1", "F-2", "G", "G-1", "H", "J", Prepared by New Bedford Harbor Development Commission, New Bedford, Mass., dated March 1982", it shall be the responsibility of the LESSEE to construct or install whatever pilings are necessary to support said building or structure and prevent damage to the existing "apron".
- e) It has good and proper power and authority to enter into and perform its warranties, representations and undertakings, all as set forth in this Agreement and will execute and deliver to the LESSEE any further

written certificates and authorizations reasonably required by counsel for the LESSEE at any time so as to further evidence its power and authority.

ARTICLE VI

LESSEE'S RIGHT TO ASSIGN OR SUBLEASE

Section 1. Notwithstanding any provisions of this Agreement, the LESSEE shall at all times have the right, in its sole discretion and without any notice to the LESSOR to sublease the demised premises except that in the event of such sublease or assignment, the LESSEE shall at all times be responsible for the payment of the rentals due hereunder.

Section 2. In the event that the LESSEE does sublease all or any part of the demised premises, the LESSEE hereby represents and agrees that the rent to be received by it for the demised premises shall not exceed one hundred ten percent (110%) of the rental then being paid by the LESSEE to the LESSOR for that portion so subleased.

ARTICLE VII

INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. The LESSEE agrees to indemnify and hold harmless the LESSOR from and against all claims of whatever nature arising from any act, omission, or negligence of the LESSEE or LESSEE'S sublessee or their respective contractors, licensees, agents, or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the LESSEE'S demised premises or any improvements thereon except to the extent that such claim results from LESSOR'S negligence or fault.

Section 2. The LESSEE agrees to maintain in full force, during the term hereof, policies of public liability and property damage insurance under which the LESSOR (and such other persons as are in priority of estate with LESSOR as may be set out from time to time) and the LESSEE are named as assureds and under which the insurer agrees to indemnify and hold harmless the LESSOR from any liability arising out of or based upon any and all claims, accidents, injuries and damages set forth in Section 1 of this ARTICLE VII. Each such policy shall be non-cancellable with respect to the LESSOR and the LESSOR'S designees without ten (10) days prior notice to LESSOR, and a duplicate original or certificate thereof shall be delivered to LESSOR. The minimum limits shall be One Million Dollars (\$1,000,000.00) combined single limit, covering personal injury liability and property damage. Certificates of such insurance coverage shall be delivered to LESSOR not later than ten (10) days after LESSEE has first taken possession of demised premises.

ARTICLE VIII

ADDITIONAL RENTAL AND PURCHASE PROVISIONS

Notwithstanding anything contained herein, the LESSOR hereby agrees that in the event it leases any further portion of land in the "North Terminal Bulkhead Area" for a rental per square foot less than that which is being paid by the LESSEE hereunder, the LESSOR shall forthwith notify the LESSEE of said rental and the rent being paid by the LESSEE hereunder shall automatically be reduced to the same per square foot rental being required under the terms of said third party's lease agreement with the LESSOR.

In the event that the LESSOR sells any portion of the "North Terminal Bulkhead Area", it shall forthwith so notify the LESSEE of the terms and conditions of said

sale and such notice shall automatically grant the LESSEE the right to purchase the demised premises for the same cost per square foot as required of said third party purchaser. "North Terminal Bulkhead Area" for purposes of this paragraph shall mean that area of land of which the demised premises are part and commonly referred to as the "North Terminal Bulkhead Area". The LESSEE shall have thirty (30) days from the date of the receipt of said notice to so exercise its right to purchase by sending written notice to the LESSOR. In the event of the LESSEE'S decision to so purchase, the LESSOR and the LESSEE will use their best efforts to complete the sale and purchase in a proper and orderly fashion.

ARTICLE IX

DEFAULT

In the event of failure by the LESSEE to perform, fulfill, or observe any of the terms, covenants, agreements and conditions of this Agreement continuing for a period of 120 days after written notice from the LESSOR to the LESSEE specifying such failure, without such failure being waived, or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter, or in the event the LESSEE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged bankrupt, or if the interest of LESSEE under this lease shall be levied upon, or sold upon execution, or by operation of law become vested in another person, firm, or corporation because of insolvency of the LESSEE, or in the event that a receiver or trustee shall be appointed for LESSEE, or in the interest of LESSEE under this lease, the LESSOR may, by written notice to the LESSEE terminate this Agreement, whereupon all of the LESSEE'S obligations and liabilities under this Agreement shall cease except that the LESSEE shall continue to be liable to the LESSOR for the obligations of the LESSEE which arose prior to such termination.

Upon the occurrence of one or more of the defaults specified above, the LESSEE'S right to possession of the demised premises shall terminate and LESSEE shall surrender possession thereof immediately to the LESSOR, who shall have the right to possession of said premises.

PROVIDED, however, that the rights of the LESSOR under this article shall be subordinate and subject to:

- (1) any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage, or security agreement now or at any time hereafter granted by the LESSEE.
- (2) any rights of the holders of bonds or other obligations issued by the City of New Bedford, acting by and through its Industrial Development Financing Authority or otherwise, to finance facilities or equipment for use by the LESSEE on the demised premises.
- (3) the right of any such holders to cure any default by the LESSEE within thirty (30) days after the receipt by such holders of notice by the LESSOR of such default; and

PROVIDED, further, that the LESSOR will permit any purchaser at a foreclosure or other such sale or disposition of the demised premises or any of the facilities or equipment used or made a part of the demised premises by or on behalf of any such holders to fully perform, fulfill, and observe all of the terms, covenants, agreements, and conditions of the LESSEE under this Agreement and in such case such purchaser shall be entitled to all the rights of the LESSEE under this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. LESSEE, subject to the terms and provisions of this Agreement on payment of rent and keeping and performing all of the terms and provisions of this Agreement on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly hold occupancy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons or entities claiming under the LESSOR.

Section 2. LESSEE agrees to make every reasonable effort to discharge any mechanics, materialman or other liens against the demised premises and/or the LESSOR'S interest therein, which may arise out of any payment due for or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished for the LESSEE in, upon, or about the demised premises.

Section 3. The LESSEE hereby agrees that during the course of its occupancy hereunder, that it will maintain the "fendering" system located along the easterly boundary of the demised premises and LESSOR agrees to maintain the Bulkhead, except that the LESSEE shall be responsible for any damage caused by its negligence or that of its sublessees, agents, servants, employees or invitees.

Section 4. In addition to the rents and covenants contained herein to be paid and performed by the LESSEE, the LESSEE agrees to pay, when due, all real estate taxes on the demised premises and any improvements thereto and any utility charges pertaining thereto.

Section 5. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns respectively of the LESSOR and LESSEE.

Section 6. This Lease Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

Section 7. The parties hereto agree, upon request of the other, to execute a notice of lease or short form lease in recordable form and complying with applicable local laws.

Section 8. Whenever by the terms of this Agreement, notice shall or may be given whether to the LESSOR or LESSEE, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, and if to the LESSOR,

New Bedford Harbor Development Commission
1204 Purchase Street
New Bedford, Massachusetts 02740

and if to the LESSEE,

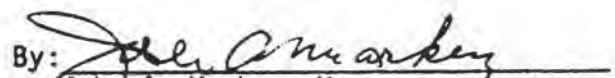
Golden Eye Seafoods, Inc.
P.O. Box 231
Fairhaven, Massachusetts 02742
ATTENTION: Steve Boggess

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their duly authorized officers, and their seals to be affixed, duly attested as of the day and year first above written, this Agreement and execution thereof being duly authorized by Order of the City Council of the City of New Bedford, Massachusetts and approval of the Mayor and Resolution of the Harbor Development Commission of the City of New Bedford, Massachusetts, certified copies of such Order of approval and Resolution being attached hereto and made a part hereof.

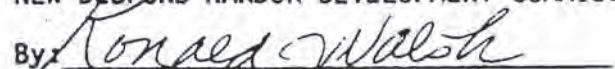
APPROVED as to form
& legality,


Assistant City Solicitor

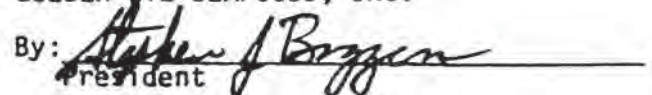
CITY OF NEW BEDFORD

By: 
John A. Markey, Mayor

NEW BEDFORD HARBOR DEVELOPMENT COMMISSION

By: 
Vice-Chairman

GOLDEN EYE SEAFOODS, INC.

By: 
President

SCHEDULE A

Boundary Description

Certain parcels of land situated in the City of New Bedford, the County of Bristol and the Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Parcel #C-1 (apron area)

Beginning at a point at the intersection of the combined pierhead and bulkhead line and the easterly extension of the northerly side line of Antonio L. Costa Avenue, said point being south $86^{\circ}13'10''$ east 719.35 feet from the northeasterly corner of Herman Melville Boulevard and said Antonio L. Costa Avenue;

Thence north $03^{\circ}46'50''$ east in the line of said combined pierhead and bulkhead line 230.00 feet to a point;

Thence north $86^{\circ}13'10''$ west in a line parallel to said Antonio L. Costa Avenue, 32.00 feet to a point;

Thence south $03^{\circ}46'50''$ west in a line parallel with said combined pierhead and bulkhead line, 230.00 feet to a point in the northerly line of said Antonio L. Costa Avenue;

Thence south $86^{\circ}13'10''$ east in the northerly line of said Antonio L. Costa Avenue, 32.00 feet to the point of beginning, containing 7,360 square feet. Said parcel is located on the relieving platform and is referred to as the "apron".

Parcel #C

Beginning at a point in the northerly line of Antonio L. Costa Avenue said point being 181.75 feet easterly of the northeasterly corner of Herman Melville Boulevard and said Antonio L. Costa Avenue;

Thence south $86^{\circ}13'10''$ east in the northerly line of said Antonio L. Costa Avenue, 505.60 feet to a point in the westerly line of Parcel C-1 mentioned hereinabove;

Thence north $03^{\circ}46'56''$ east in the westerly line of said Parcel C-1, 230.00 feet to a point

Thence north $86^{\circ}13'10''$ west in a line parallel to said Antonio L. Costa Avenue, 505.60 feet to a point;

SCHEDULE A (Continued)

Thence south $03^{\circ} 46' 50''$ west in a line parallel to the aforementioned combined pierhead and bulkhead line, 230.00 feet to the point of beginning, containing 116,288 square feet or 2.67 acres.

Said Parcels C-1 and C are described as shown on plan entitled: "The City of New Bedford North Terminal Bulkhead Disposition Parcels "C", "C-1", "D", "F", "F-1", "F-2", "G", "G-1", "H", "J", Prepared by New Bedford Harbor Development Commission, New Bedford, Mass., dated March 1982"

SCHEDULE B

Grant of Easements

Reserving from the leased premises a right of easement to the Lessors, the New Bedford Gas & Edison Light Company and the New England Telephone Company, to construct, locate, operate, maintain and remove water lines, sewer lines, storm drains, electric lines, gas lines and telephone lines and any other fixtures and appurtenances for the transmission of water, sewer, electric, gas and/or telephone over, under, across and upon the land bounded and described as follows:

Beginning at a point in the northerly line of Antonio L. Costa Avenue distant easterly therein, one hundred eighty-one and 75/100 (181.75) feet from the easterly line of Herman Melville Boulevard, being the southwest corner of the parcel to be conveyed;

Thence north $03^{\circ}41'50''$ east a distance of two hundred ~~(230)~~^{thirty} feet to a point;

Thence south $86^{\circ}13'10''$ east a distance of ten (10) feet to a point;

Thence south $03^{\circ}46'50''$ west in a line parallel to and ten (10) feet distant from the first described line, a distance of two hundred thirty (230) to a point in the northerly line of Antonio L. Costa Avenue;

Thence north $86^{\circ}13'10''$ west in said northerly line of Antonio L. Costa Avenue a distance of ten (10) feet to the point of beginning, containing 2,300 square feet more or less.

Easement B as

Said easement is described as/shown on plan entitled "City of New Bedford, North Terminal Bulkhead, Parcels A, B, C and C-1, as drawn by the New Bedford Harbor Development Commission, dated June, 1980."

SCHEDULE C

GRANT OF EASEMENTS

Reserving from the leased premises a right of easement to the Lessor, the New Bedford Gas & Edison Light Company and the New England Telephone Company, to construct, locate, operate, maintain and remove water lines, sewer lines, storm drains, electric lines, gas lines and telephone lines and any other fixtures and appurtenances for the transmission of water, sewer, electric, gas and/or telephone over, under, across and upon the land bounded and described as follows:

Beginning at a point in the northerly line of Antonio L. Costa Avenue distant easterly therein six hundred seventy-nine and 35/100 (679.35) feet from the easterly line of Herman Melville Boulevard, being the southeast corner of the parcel to be conveyed;

Thence north $03^{\circ} 46' 50''$ east a distance of two hundred thirty (230) feet to a point;

Thence north $86^{\circ} 13' 10''$ west a distance of twenty (20) feet to a point;

Thence south $03^{\circ} 46' 50''$ west in a line parallel to and twenty (20) feet distant from the first described line, a distance of two hundred thirty (230) feet to a point in the northerly line of Antonio L. Costa Avenue;

Thence south $86^{\circ} 13' 10''$ east in said northerly line of Antonio L. Costa Avenue, a distance of twenty (20) feet to the point of beginning, containing 4,600 square feet more or less.

Said easement is described as on plan entitled "The City of New Bedford North Terminal Bulkhead Disposition Parcels "C", "C-1", "D", "F", "F-1", "F-2", "G", "G-1", "H", "J", Prepared by New Bedford Harbor Development Commission, New Bedford, Mass., dated March 1982"

Subject also to Grant of Easement from the City of New Bedford to the New Bedford Gas and Edison Light Company dated July 29, 1980 and recorded with the Bristol County S.D. Registry of Deeds, Book 1807, Page 1046 and Plan Book 85, Page 55.

Orderd, that the Mayor of the City of New Bedford and the Vice-Chairman of the Harbor Development Commission be and hereby are authorized to enter into a lease agreement with GOLDEN EYE SEAFOODS, INC., for two (2) acres of land at the North Terminal Bulkhead, for a term of ninety-nine (99) years, a copy of which lease is attached hereto and made a part hereof.

IN CITY COUNCIL, June 26, 1980

Charter Rule Invoked

Janice A. Davidian, City Clerk

IN CITY COUNCIL, July 8, 1980

Adopted-Yeas 7, Nays 3

Janice A. Davidian, City Clerk

Presented to the Mayor for approval July 10, 1980

Janice A. Davidian, City Clerk

Approved by the Mayor July 10, 1980 John A. Markey, Mayor

A true copy, attest:

Janice A. Davidian

City Clerk

JUL 14 1980



CITY OF NEW BEDFORD

IN CITY COUNCIL

September 25, 1980

Ordered, that the Mayor of the City of New Bedford and the Vice-Chairman of the Harbor Development Commission be and hereby are authorized to amend a lease agreement with GOLDEN EYE SEAFOODS, INC., adopted by this City Council on July 8, 1980 and approved by the Mayor on July 17, 1980:

1. By changing the boundary descriptions in Schedule A; Grant of Easement in Schedule B; and Grant of Easement in Schedule C; thereby increasing the area of land granted in said lease agreement by thirty (30) feet on the north side and seventy (70) feet on the west side.

2. By striking out the words "Eleven Thousand Four Hundred (\$11,400.00) Dollars" and "Nine Hundred Fifty (\$950.00) Dollars" and inserting therefor "Fourteen Thousand Thirty-Five (\$14,035.00) Dollars" and "One Thousand One Hundred Sixty-nine and 58/100 (\$1,169.58) Dollars" in Paragraph A of Article III:

And in the same Article, Paragraph B, by striking out the same words and inserting the same words as in Paragraph A;

And in Paragraph C of the same Article, by striking out the words "Seventeen Thousand One Hundred (\$17,100.00) Dollars" and inserting therefor the words "Twenty-one Thousand Fifty-two and 50/100 (\$21,052.50) Dollars";

And in Paragraphs D & E, by striking out the same words and inserting the same words as in Paragraph C above; thereby reflecting the increase in rental as mutually agreed between the parties, a copy of which amended lease is attached hereto and made a part hereof.

IN CITY COUNCIL, September 25, 1980

Adopted-Yeas 10, Nays 0 (voice vote) Janice A. Davidian, City Clerk

Presented to the Mayor for approval September 29, 1980

Janice A. Davidian, City Clerk

Approved by the Mayor October 2, 1980 John A. Markey, Mayor

A true copy, attest:

Janice A. Davidian
City Clerk

BK3291PG0304

10727

2793-17

CONFIRMATORY LEASE TERMINATION AGREEMENT

THIS AGREEMENT is entered into as of the 2nd day of ^{May}~~April~~, 1994 by and among BLUE GOLD REALTY, INC., a Georgia corporation ("Blue Gold"); SEA WATCH INTERNATIONAL, LTD., a Delaware corporation ("Sea Watch"); and PROFICIENT CONSULTANTS, INC., a Massachusetts corporation ("Proficient Consultants"):

RECITALS

A. Blue Gold is the assignee of all of the leasehold rights arising from a certain Lease Agreement between the City of New Bedford, Massachusetts and Golden Eye Seafoods, Inc. dated September 28, 1982, which leasehold comprises a parcel of approximately 2.67 acres as depicted in that survey attached hereto as Exhibit A and by reference made a part hereof.

B. Proficient Consultants subleased a portion of the leasehold interests held by Blue Gold pursuant to the terms of a Ground Sublease Agreement dated February 26, 1992. The sub-leasehold interests of Proficient Consultants, however, automatically reverted to Blue Gold on November 15, 1993 upon the recording of an Affidavit of Default dated November 11, 1993 in the Bristol County Registry of Deeds, in Book 3180, page 264. On December 9, 1993 Proficient Consultants initially attempted to redeem its sub-leasehold interests through the filing of an Affidavit of Cure of Default. Since that date, however, Blue Gold has challenged the alleged cure of the default, threatening to litigate this matter and Proficient Consultants has now elected not to contest the reversion of the sub-leasehold interest to Blue Gold upon the filing of the Affidavit of Default on November 15, 1993.

C. Sea Watch has entered into an agreement with Blue Gold pursuant to which Blue Gold has agreed to assign all of its rights as assignee of the leasehold interest described in paragraph A above to Sea Watch, and Sea Watch has agreed to accept that assignment provided that Proficient Consultants confirms that all of its prior sub-leasehold interests have terminated and the sub-leased premises reverted back to Blue Gold and that Proficient Consultants no longer has any interest (leasehold or otherwise) in or entitlement to a portion of the 2.67 acre parcel depicted on Exhibit A.

NOW, THEREFORE, in consideration of the sum of \$10.00, and other valuable consideration the receipt and sufficiency of which is acknowledged, the parties confirm and agree as follows:

1. Proficient Consultants hereby acknowledges and confirms that all of its rights, entitlements and sublease interests under the terms of the Ground Sublease Agreement dated February 26, 1992 have terminated and reverted back to Blue Gold Realty, Inc. as of November 15, 1993 upon the recording of an Affidavit of Default as described in paragraph B above. Proficient Consultants confirms and agrees that it shall make no effort, at any time in the future, to contest or otherwise controvert the reversion of its sub-leasehold interests to Blue Gold, and further confirms that the Affidavit of Cure of Default, which it filed on December 9, 1993, is and has been ineffective to cause a redemption of the sub-leasehold interest previously held by Proficient Consultants.

BK3291PG0306

2. The parties agree to execute and deliver promptly all other instruments and documents which reasonably may be necessary to effectuate the consummation of the Agreement set forth herein.

BLUE GOLD REALTY, INC.

By: Rowland Cocks

SEA WATCH INTERNATIONAL, LTD.

By: Michael J. Burns
Michael J. Burns, President

PROFICIENT CONSULTANTS, INC.

By: Antonio A. Lufzianho, III
Antonio A. Lufzianho, III, President

STATE OF GEORGIA

Fulton ss.

^{May}
April 2, 1994

Then personally appeared the above-named Rowland Cocks and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Blue Gold Realty, Inc., before me

Rowland Cocks
My Commission Expires:



STATE OF MARYLAND

ss.

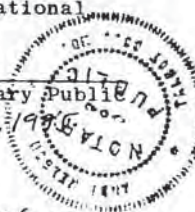
April 22, 1994

Then personally appeared the above-named **Michael J. Burns** and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of **Sea Watch International Ltd.**, before me

Gandi Nelson

My Commission Expires: **JULY 1995**

Notary Public



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

April 26, 1994

Then personally appeared the above named **Antonio A. Luizinho, III**, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of **Proficient Consultants, Inc.**

David B. Titus

David B. Titus, Notary Public
My Commission Expires: **November 9, 1995**

[illegible]

Received & Recorded *May 5 1994* at *1* hrs. *3* min. *P.M.*
ATTEST: *James L. Keery* REGISTER

CERTIFICATE OF VOTE

I, ISABEL MEDEIROS, hereby certify that I am Clerk of PROFICIENT CONSULTANTS, INC., a Corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a principal place of business in Dartmouth, Massachusetts, that as such I have custody of the minutes of the meetings of the Stockholders and of the Board of Directors of said Corporation and that by written consent dated April 21, 1994. Signed by all of the Stockholders and all of the Directors of said Corporation, the following Vote was unanimously adopted:

"VOTED: That this Corporation enter into a Confirmatory Lease Termination Agreement with Blue Gold Realty, Inc. and Sea Watch International, Ltd., confirming the previous termination of this Corporation's prior sub-leasehold interests in certain real property located in New Bedford, Bristol County, Massachusetts, pursuant to the terms of a Ground Sublease Agreement dated February 26, 1992, such Confirmatory Lease Termination Agreement to be substantially in the form attached to the minutes of this meeting; and that the President of this Corporation, Antonio A. Luizinho, III, be and he hereby is authorized and directed, in the name and on behalf of this Corporation, to sign, seal with the Corporate Seal, acknowledge and deliver said Confirmatory Lease Termination Agreement and such other documentation as shall be reasonably required to carry out the provisions of said Agreement, the execution and delivery thereof to be presumed to be authorized by this vote in all respects."

I further certify that at the time of the execution of this Certificate:

1. ANTONIO A. LUIZINHO, III is the duly elected and qualified President of said Corporation;
2. There is no provision of the By-Laws or of the Charter of said Corporation which is inconsistent with the foregoing Vote;
3. The foregoing Vote has neither been rescinded nor amended and is still in force and effect; and
4. There is no authorized, issued or outstanding nonvoting capital stock of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of PROFICIENT CONSULTANTS, INC. this 21st day of April, 1994.

Isabel Medeiros, Clerk
ISABEL MEDEIROS, Clerk

Received & Recorded May 6, 1994 at 1 hrs. 3 min. P.M.

ATTEST:

James L. King REGISTER

LEASE AGREEMENT

Roy ~~Enoch~~ ^{Enoch}

AGREEMENT entered into this 6th day of August, 1981, by and between the City of New Bedford, Massachusetts, the Harbor Development Commission of the City of New Bedford, Massachusetts, sometimes jointly referred to as the "LESSORS", and Sea-Lect Foods Ltd., having its usual place of business in New Bedford, Massachusetts, hereafter sometimes referred to as the "LESSEE".

WHEREAS, the LESSORS have available for occupancy and development a certain parcel of land in New Bedford, Massachusetts, commonly referred to as the North Terminal, and

WHEREAS, the LESSEE is desirous of leasing and developing a portion of said North Terminal, and

WHEREAS, the LESSORS are aware of the desire of the LESSEE to occupy and develop said portion of the North Terminal Bulkhead parcel for the primary purpose of unloading, processing and distributing products of the sea.

Therefore, in consideration of One ⁵¹ (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged by each party hereto,

IT IS AGREED:

ARTICLE I

PREMISES

The LESSORS do hereby let, lease and demise unto the LESSEE for its exclusive use and that of its successors and assigns a certain parcel of land as fully described in Schedule A attached hereto and hereby incorporated into this Agreement.

ARTICLE II

TERM OF LEASE

To have and to hold the demised premises unto the LESSEE for the term of Ninety-nine (99) years commencing on the first day of August, 1981. The term of this Lease is subject to the right of the LESSEE to terminate this Agreement at the end of the first or any succeeding Twenty-five (25) year term. In the event that the LESSEE elects to so terminate, it shall notify the LESSORS in writing at least twelve months prior to the end of the respective term. In the event that the LESSEE does not notify the LESSORS of termination, the parties hereto shall be bound each to the other for the next succeeding term of Twenty-five (25) years except for the last term which shall be Twenty-four (24) years.

ARTICLE III

RENT

The LESSEE covenants and agrees to pay to the LESSORS at City Hall in New Bedford, Massachusetts or at such other place as the LESSORS shall designate in writing, rent as hereinafter set forth:

a) For the first Twenty (20) years of the term hereof Fifteen Thousand Five Hundred Fifteen and no/100 (\$15,515.00) Dollars per year in equal monthly installments of One Thousand Two Hundred Ninety-three and no/100 (\$1,293.00) Dollars;

b) For the next succeeding Five (5) years of the term hereof, the sum of Fifteen Thousand Five Hundred Fifteen and no/100 (\$15,515.00) Dollars per annum payable in equal monthly installments of One Thousand Two Hundred Ninety-three and no/100 (\$1,293.00) Dollars;

c) For the succeeding Fifteen (15) years of the term hereof, the parties shall use their best efforts to agree to the annual rental applicable thereto at least eighteen (18) months prior to the commencement of said term. In the event that the parties cannot agree to the rental, the LESSORS shall select one arbitrator and the LESSEE shall select one arbitrator at least seventeen (17) months prior to the commencement of the instant term and shall so notify the other of their respective choice. The two arbitrators so selected shall determine a third arbitrator within thirty (30) days of their selection. In the event that the arbitrators selected by the parties cannot agree to a third arbitrator, the arbitrators shall select a third arbitrator from a panel of three disinterested nominees to be selected by the American Arbitration Association. If at the end of one week after the designation of such panel there remains disagreement as to which of said nominees shall serve, the LESSOR'S and LESSEE'S arbitrators, in that order, shall each strike the name of one of the nominees and the remaining nominee shall be the third arbitrator. The rental that shall be determined by a majority of the arbitrators in a decision of the arbitrators made at least fourteen (14) months prior to the commencement of the instant fifteen (15) year term shall be binding on all parties except that the rental so determined shall not exceed that of comparable land of the LESSORS leased for waterfront purposes at the North Terminal Bulkhead Area and in no event shall the rent for said term exceed Twenty-three Thousand Two Hundred Seventy-two and 50/100 (\$23,272.50) Dollars per annum. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

d) For the succeeding Twenty (20) years of the term hereof, the parties shall use their best efforts to agree to the annual rental applicable thereto at least Eighteen (18) months prior to the commencement of said term. In the event that the parties cannot agree to the rental,

then the same procedure as set out in (c) of this ARTICLE III shall be applicable, except that in no event shall the rental for said term exceed Twenty-three Thousand Two Hundred Seventy-two and 50/100 (\$23,272.50) Dollars, for the first ten (10) years of said twenty (20) year term.

e) For the succeeding twenty (20) year and nineteen (19) year rental periods, the rental shall be determined in the same manner as set forth in paragraphs (c) and (d) of this ARTICLE III, except that the arbitrators shall not be limited to the maximum of Twenty-three Thousand Two Hundred Seventy-two and 50/100 (\$23,272.50) Dollars per annum set forth therein.

f) It is specifically understood that said rental is exclusive of taxes on the structure on the demised premises which shall be treated as realty for taxation purposes, which taxes shall be assessed by the City of New Bedford.

ARTICLE IV

LESSEE'S USE OF PREMISES

The LESSEE shall have unrestricted right to build and install on the demised premises such structures, improvements, machinery and equipment as it may desire, and use same for any purpose in conformance with all zoning and building regulations applicable thereto, all of which shall at all times remain the property of the LESSEE. In the event that this Agreement is terminated for any reason, said structures, improvements, machinery and equipment may be removed by the LESSEE, provided the premises are put back in the same condition as they were at the time of the execution of the Lease and provided all taxes and monies due the City of New Bedford, the LESSOR, have been paid.

ARTICLE V

LESSORS' REPRESENTATION AS TO THE DEMISED PREMISES

Section 1. The LESSORS hereby jointly and severally warrant and represent that:

a) They have a good, clear and merchantable title to the demised premises and have at the execution of this Agreement delivered to the LESSEE a complete physical property survey of the demised premises prepared and certified by a land surveyor registered by the Commonwealth of Massachusetts.

b) The demised premises are free and clear of all encumbrances and liens and that upon notice by the LESSEE at any time of any undisclosed liens or defects the LESSORS will cause said liens or defects to be removed or cleared.

c) They have been apprised that the LESSEE will commence construction of a building on the demised premises within six months from the date of this lease and represent and warrant that they have no knowledge of any circumstances which would prohibit such construction, support, or utilization of the demised premises or any portion thereof, and that there are no structural or engineering defects on or about the demised premises that would in any way interfere with the construction of or sustain said building.

d) They have good and proper power and authority to enter into and perform their warranties, representations and undertakings, all as set forth in this Agreement and will execute and deliver to the LESSEE any further written certificates and authorizations reasonably required by counsel for the LESSEE at any time so as to further evidence their power and authority.

ARTICLE VI

LESSEE'S RIGHT TO ASSIGN OR SUBLEASE

Section 1. Notwithstanding any provisions of this Agreement, the LESSEE shall at all times have the right, in its sole discretion, to sublease the demised premises except that in the event of such sublease or assignment, the LESSEE shall at all times be responsible for the payment of the rentals due hereunder.

the rent to be received by it for the demised premises, shall not exceed one hundred ten (110%) percent of the rental then being paid by the LESSEE to the LESSORS for that portion so subleased.

ARTICLE VII

INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. The LESSEE agrees to indemnify and hold harmless the LESSORS from and against all claims of whatever nature arising from any act, omission, or negligence of the LESSEE or LESSEE'S sublessee or sublessee's contractors, licensees, agents or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the LESSEE'S demised premises or any improvements thereon except to the extent that such claim results from LESSORS' negligence or fault. In the event that a final adjudication of any such legal proceeding of such claim shall establish that the LESSEE or sublessee was not liable, the LESSEE shall not be required to indemnify LESSORS for any such loss, cost or judgment.

Section 2. The LESSEE agrees to maintain in full force, during the term hereof, policies of public liability and property damage insurance under which the LESSORS (and such other persons are in priority of estate with LESSORS as may be set out from time to time) and the LESSEE are named as assureds and under which the insurer agrees to indemnify and hold harmless the LESSORS from any liability arising out of or based upon any and all claims, accidents, injuries and damages set forth in Section 1 of this ARTICLE VII. Each such policy shall be non-cancelable with respect to the LESSORS and the LESSORS' designees without ten (10) days prior notice to LESSORS, and a duplicate original or certificate thereof

- 7 -

shall be delivered to LESSORS. The minimum limits shall be One Million (\$1,000,000.00) Dollars combined single limit covering personal injury liability and property damage. Certificates of such insurance coverage shall be delivered to LESSORS not later than ten (10) days after LESSEE has first taken possession of demised premises.

ARTICLE VIII

ADDITIONAL RENTAL AND PURCHASE PROVISIONS

Notwithstanding anything contained herein, the LESSORS hereby agree that in the event they lease any further portion of land in the "North Terminal Bulkhead Area" for a rental per square foot less than that which is being paid by the LESSEE hereunder, the LESSORS shall forthwith notify the LESSEE of said rental and the rent being paid by the LESSEE hereunder shall automatically be reduced to the same per square foot rental being required under the terms of said third party's lease agreement with the LESSORS.

In the event that the LESSORS sell any portion of the "North Terminal Bulkhead Area", they shall forthwith so notify the LESSEE of the terms and conditions of said sale and such notice shall automatically grant the LESSEE the right to purchase the demised premises for the same cost per square foot as required of said third party purchaser. "North Terminal Bulkhead Area" for purposes of this paragraph shall mean that area of land of which the demised premises are part and commonly referred to as the "North Terminal Bulkhead". The LESSEE shall have thirty (30) days from the date of the receipt of said notice to so exercise its right to purchase by sending written notice to the LESSORS. In the event of the LESSEE'S decision to so purchase, the LESSORS and the LESSEE will use their best efforts to complete the sale and purchase in a proper and orderly fashion.

ARTICLE IX

DEFAULT

In the event of failure by the LESSEE to perform, fulfill or observe any of the terms, covenants, agreements and conditions of this Agreement continuing for a period of 120 days after written notice from the LESSORS to the LESSEE specifying such failure without such failure being waived or its effect cured or the cure thereof commenced and diligently prosecuted thereafter, the LESSORS may by written notice to the LESSEE terminate this Agreement whereupon all of the LESSEE'S obligations and liabilities under this Agreement shall cease except that the LESSEE shall continue to be liable to the LESSORS for the obligations of the LESSEE which arose prior to such termination; provided, however, that the rights of the LESSORS under this article shall be subordinate and subject to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage or security agreement, now or at any time hereafter granted by the LESSEE, including any rights of the holders of bonds or other obligations issued by the City of New Bedford, acting by and through its Industrial Development Financing Authority or otherwise, to finance facilities or equipment for use by the LESSEE on the demised premises, including the right of any such holders to cure any default by the LESSEE within 30 days after the receipt by such holders of notice by the LESSORS of such default; and provided further that the LESSORS will permit any purchaser at a foreclosure or other sale or disposition of the demised premises or any of the facilities or equipment used or made a part of the demised premises by or on behalf of any such holders to fully perform, fulfill, and observe all of the terms, covenants, agreements and conditions of the LESSEE under this Agreement and in such case such purchaser shall be entitled to all the rights of the LESSEE under this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. LESSEE, subject to the terms and provisions of this Agreement on payment of rent and keeping and performing all of the terms and provisions of this Agreement on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly hold occupancy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons or entities claiming under the LESSORS.

Section 2. LESSEE agrees to make every reasonable effort to discharge any mechanics, materialman or other liens against the demised premises and/or the LESSORS' interest therein, which may arise out of any payment due for or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished for the LESSEE in, upon, or about the demised premises.

Section 3. The LESSEE hereby agrees that during the course of its occupancy hereunder, that it will maintain the "fendering" system located along the easterly boundary of the demised premises and LESSORS agree to maintain the bulkhead, except that the LESSEE shall be responsible for any damage to the bulkhead caused by the LESSEE'S negligence or that of its agents, servants, employees or invitees.

Section 4. In addition to the rents and covenants contained herein to be paid and performed by the LESSEE, the LESSEE agrees to pay, when due, all real estate taxes on the demised premises and any improvements thereto and any utility charges pertaining thereto.

Section 5. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns respectively of the LESSORS and LESSEE.

Section 6. This Lease Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

complying with applicable local laws.

Section 8. Whenever the terms of this Agreement, notice shall or may be given whether to the LESSORS or LESSEE, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, and if to the LESSORS,

Harbor Development Commission of New Bedford
1204 Purchase Street
New Bedford, MA 02740

and if to the LESSEE,

Sea-Lect Foods Ltd.
414 County Street
New Bedford, MA 02740

ARTICLE XI

CONSTRUCTION

The LESSEE agrees that in the event that construction of building for the principal purpose stated in this Lease is not commenced within 180-days from the date of the execution of this Lease, LESSORS may forthwith terminate this Lease, and have the right to reenter and repossess the premises and to dispossess or remove therefrom any and all occupants and their effects, without being liable to any prosecution therefor, and to hold premises as if this Lease had not been made. LESSEE expressly waives, in behalf of itself and all persons claiming under it, all rights of notice to quit or intention to reenter under provisions of any statute or of this Lease, in case of such failure to commence construction.

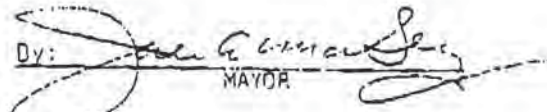
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their duly authorized officers and their seals to be affixed, duly attested as of the day and year first above written, this Agreement and execution thereof being duly authorized by order of City

Council of the City of New Bedford, Massachusetts and approval of the Mayor and resolution of the Harbor Development Commission of the City of New Bedford, Massachusetts, certified copies of such order of approval and resolution being attached hereto and made a part hereof.

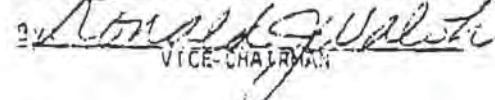
APPROVED as to form
& legality


Asst. City Solicitor

CITY OF NEW BEDFORD,
MASSACHUSETTS

By: 
MAYOR

HARBOR DEVELOPMENT COMMISSION OF
CITY OF NEW BEDFORD, MASSACHUSETTS

By: 
VICE-CHAIRMAN

SEA-LECT FOODS LTD.

By: 

... was recorded in Book 1831, Page 115 and as affected by Estoppel Certificate and Agreement dated September 1, 1981 and recorded in Book 1831, Page 117.

6. Terms and provisions of License No. 4699 issued by the Commonwealth of Massachusetts to the City of New Bedford by its Harbor Development Commission dated June 11, 1963 and recorded in Book 1426, Page 191.

7. Terms and provisions of License No. 5129 issued by the Commonwealth of Massachusetts to the City of New Bedford by its Harbor Development Commission dated September 21, 1966 and recorded in Book 1542, Page 626.

8. Title of and rights of the United States of America and the Commonwealth of Massachusetts into those portions of the premises above described, if any, lying below the mean high water mark of Acushnet River.

C:\...\Frianor\Frianor1se.RTB

Received & Recorded *May 20, 1991* at *12* hrs. *38* min. *P.* M.

Attest: *John Jones* Register

LEASEHOLD ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASEHOLD ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") dated as of June 22, 2005 by and between ATLANTIC COAST FISHERIES CORPORATION, formally named ACF Acquisition Corp., a Massachusetts corporation, having an office in care of Bingham McCutchen LLP, 150 Federal Street, Boston, Massachusetts 02110 ("Assignor"), and M.A.E. REALTY, LLC, a Massachusetts limited liability company, having its principal offices at 14 Hervey Tichon Avenue, New Bedford, Massachusetts 02740 ("Assignee"),

WITNESSETH:

WHEREAS, THE CITY OF NEW BEDFORD, and THE HARBOR DEVELOPMENT COMMISSION OF THE CITY OF NEW BEDFORD, Massachusetts (collectively, the "Lessor", and SEAOCT FOODS, LTD (later known as SAFE HARBOR SEAFOOD, LTD) entered into an Agreement of Lease dated as of August 6, 1981 (the "Lease") Notice of which is dated August 6, 1981 and recorded in the Bristol County (Southern District) Registry of Deeds in Book 1827, Page 742; which Lease was assigned to THE TOWER REAL ESTATE TRUST by a certain Leasehold Assignment and Assumption Agreement dated as of the 16th day of May, 1991 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 2640, Page 0011; and which Lease as so assigned was further assigned by Harvey B. Mickelson and Jay L. Horowitz, Trustees of TOWER REAL ESTATE TRUST to ACF ACQUISITION CORP. by a certain Leasehold Assignment and Assumption Agreement dated as of March 18, 1998 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 4067, Page 316, pursuant to which Assignor became the holder of the lessee's interest under the Lease. The Lease concerns the property commonly known as and located at 200 R Herman Melville Boulevard, New Bedford, Massachusetts (the "Premises") and is for a term (the "Lease Term") as more particularly defined and set forth in the Lease; and

WHEREAS, attached hereto and made a part hereof and marked Exhibit A is a synopsis, ~~transcript~~ ^{transcript} of said Lease, including all amendments thereof to date; and

WHEREAS, Assignor and Nordic Fisheries, Inc., a Massachusetts corporation ("Nordic"), entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of April 13, 2005 whereby Assignor agreed to convey, and Nordic agreed to acquire, all of Assignor's leasehold interest (the "Leasehold") under the Lease in and to the Premises together with all right, title and interest Assignor may have in any property, equipment, structures, improvements and fixtures appurtenant to the Premises and owned by Assignor (the "Property") subject to the conditions and limitations set forth in the Lease and in the Purchase and Sale Agreement; and

WHEREAS, Nordic has assigned its rights as buyer under the Purchase and Sale Agreement to Assignee; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, all the Assignor's rates and interest in, to and under the Lease and the Property in accordance with the provisions of this Assignment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and in other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, and intending to be legally bound the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, as of the date hereof, all Assignor's right, title and interest in, to and under the Lease and the Property, in fee subject to the following:

- (a) all of the terms and conditions of the Lease and any and all amendments thereto (Assignor represents and warrants that it has previously provided true and complete copies of such instruments to Assignee);
- (b) the execution by Assignee of this Leasehold Assignment and Assumption Agreement;
- (c) any and all consents in connection with the Assignment of Leasehold that may be required by the City of New Bedford, Massachusetts or by the Harbor Development Commission of the City of New Bedford, Massachusetts, or any mortgagee;
- (d) such exceptions to title of record (the "Permitted Exceptions") as more specifically set forth on Exhibit B attached hereto and made a part hereof;
- (e) provision of existing building and zoning laws;
- (f) such taxes for the current year as are not due and payable on the date of delivery of this Assignment; and
- (g) any liens for municipal betterments assessed after April 13, 2005.

2. Acceptance and Assumption. Assignee accepts the assignment made in Paragraph 1 of this Agreement, assumes and agrees to pay, satisfy, discharge and perform all the duties, liabilities and obligations of the lessee under the Lease first arising on and after the date hereof.

3. Representations, Warranties, Covenants and Indemnity of Assignor. Assignor represents, warrants and covenants as follows:

- (a) Assignor is a corporation duly incorporated and validly existing under the laws of the Commonwealth of Massachusetts.
- (b) Assignor has full power, authority and legal right to execute, deliver and perform this Assignment and other documents which may be executed and delivered by Assignor in connection with this Assignment.
- (c) This Assignment has been duly authorized, executed and delivered by Assignor and constitutes a legal, valid and binding obligation of

Assignor enforceable against Assignor in accordance with its terms.

- (d) The Lease is in full force and effect and there are no uncured defaults now outstanding upon the terms of the Lease.
- (e) Assignor agrees that at any time and from time to time, upon request of Assignee or Lessor, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee or Lessor may reasonable request in order to obtain the full benefits of this Assignment and that rights granted herein.
- (f) Assignor agrees to indemnify and hold Assignee harmless for any rent or additional rent (as such terms are used in the Lease), and any other obligation or liability under the Lease allocable to or first arising before the date hereof.
- (g) Assignor is the owner of good and marketable title to the Property and good and marketable leasehold title to the Premises.

4. Representations, Warranties, Covenants and Indemnities of Assignee.
Assignee represents, warrants and covenants as follows:

- (a) Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.
- (b) Assignee has full power, authority and legal right to execute, deliver and perform this Assignment and other documents which may be executed and delivered by Assignee in connection with this Assignment.
- (c) This Assignment has been duly authorized, executed and delivered by Assignee and constitutes a legal, valid and binding obligation of Assignee enforceable against Assignee in accordance with its terms.
- (d) Assignee agrees that at any time and from time to time, upon request of Assignor or Lessor, Assignee will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignor or Lessor may reasonable request in order to obtain the full benefits of this Assignment and the rates herein granted.
- (e) Assignee agrees to indemnify and hold Assignor harmless for any rent or additional rent (as such terms are used in the Lease), and any other obligation or liability under the Lease allocable to or first arising on or after the date hereof.

- (f) Assignee agrees to accept the Leasehold and Property in "AS IS" condition.

5. Severability. In case any one or more of the provisions contained in this Assignment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any event be effected or impaired thereby.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Headings. The headings used in this Assignment are inserted for reference only and shall not affect the interpretation or construction of this Assignment.

[Remainder of Page Left Intentionally Blank]

REG OF DEEDS
REG #
BRISTOL S

06/28/05 12:48PM 01
000000 #3932

FEE \$12768.00

CASH \$12768.00

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as a sealed instrument as of the date first above written.

ASSIGNOR:

ATLANTIC COAST FISHERIES CORPORATION

By: *Bjorgdur Johannsson*

Bjorgdur Johannsson, President and Treasurer

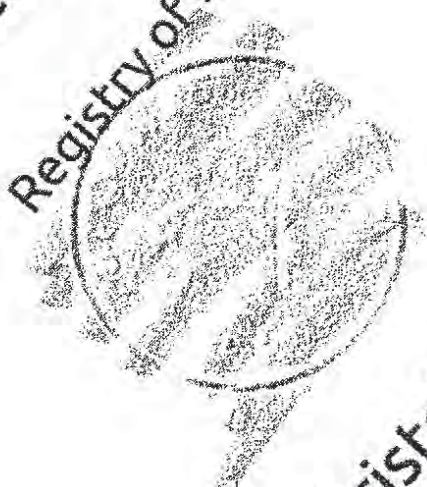
ASSIGNEE:

M.A.E. REALTY, LLC

By: *Ronald Erickson*

Name:

Title: *Manager*




Bristol South
Registry of Deeds

BK 762 PG 132

ACKNOWLEDGEMENT

On this 21 day of June, 2005, before me, the undersigned notary public, personally appeared Bjorgolfur Johansson, the President and Treasurer of Atlantic Coast Fisheries Corporation, a Massachusetts corporation, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in such capacity.

Bristol South
Registry of Deeds



Notary Public

Not for Official Use

Bristol South
Registry of Deeds



Bristol South
Registry of Deeds

Not for Official Use

Not for

South
Deeds

Not for
Official Use

BK 7626 PG 133

COMMONWEALTH OF MASSACHUSETTS

Bristol, ©.

June 28, 2005.

On this 28 day of June, 2005, before me, the undersigned notary public, personally appeared Ronald Enokse, the Manager of M.A.E. Realty, LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in such capacity.

Notary Public

My Commission Expires:

12/11/09



Bristol South
Registry of Deeds

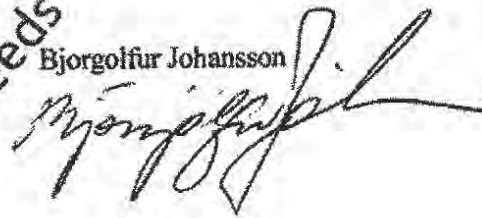
BK 2006 PG 134

June 22 2005

This confirms that Sildarvinnslan hf has acquired the use of equipment known as a Fish Oil Platform located on the property of Atlantic Coast Fisheries Corporation at 200R Herman Melville Boulevard in New Bedford, Massachusetts, and arranged for the equipment to be removed from the property and shipped to Iceland before June 28, 2005 [or other date shipment is arranged]

Bristol South
Registry of Deeds

Bjorgolfur Johansson



Bristol South
Registry of Deeds



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Not for Official Use

Not for

South
Registry of Deeds

Not for
Official Use

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country : Iceland
- This public document
2. has been signed by Inger L. Jónsdóttir
3. acting in the capacity of The District Commissioner in Eskifjörður
4. bears the seal/stamp of Notarius Publicus in Eskifjörður

Certified

5. at... The Ministry for Foreign Affairs 6. the 22.06.2005

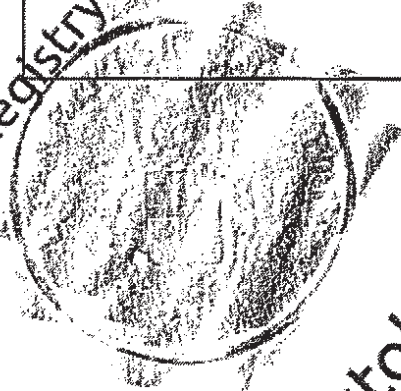
7. by Olóf Hrefna Kristjánsdóttir

8. N° 741

9. Seal/stamp

10. Signature

Olóf Hrefna Kristjánsdóttir



Bristol South
Registry of Deeds

Exhibit "B"

BK 826 PG 136

Subject to and with the benefit of all easements, restrictions, licenses, rights, and rights of way, if any, insofar same may be in force and applicable.

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Registry of Deeds

Not for

Bristol South
Registry of Deeds

Not for Official Use

Bristol South
Registry of Deeds

Not for

South
Deeds

Official Use

Exhibit "A"

BK 7626 PG 137

Lease by and between the City of New Bedford and the Harbor Development Commission of the City of New Bedford, as Lessor and Sea-Lect Foods Ltd., as Lessee, dated August 6, 1981 and recorded with the Bristol County (SD) Registry of Deeds in Book 827, Page 742, as affected by Confirmatory Notice of Lease by said parties, acknowledged October 13, 1981 and recorded with said Registry in Book 1831, Page 115, which Lessee's interest is assigned by Assignment of Lease dated as of December 29, 1989 from Safe Harbor Seafood, Ltd., formerly known as Sea-Lect Foods, Ltd., to Frionor U.S.A., Inc., recorded with said Registry in Book 2475, Page 176, as further assigned by Leasehold Assignment and Assumption Agreement from Frionor U.S.A., Inc. to Harvey B. Mickelson and Jay L. Horowitz, Trustees of the Two Tower Real Estate Trust, dated as of May 16, 1991 and recorded with said Registry of Deeds in Book 2640, Page 11, as further assigned by Leasehold Assignment and Assumption Agreement from Harvey B. Mickelson and Jay L. Horowitz, Trustees of Two Tower Real Estate Trust, to ACF Acquisition Corp., to ACF Acquisition Corp., now known as Atlantic Coast Fisheries Corporation dated March 18, 1998 and recorded with said Registry of Deeds in Book 4067, Page 316.



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 #	66
LOT(S)#	125 & 128
ADDRESS: "15", "55" 1/2 "East End of" Antonio L. Costa Blvd,	
OWNER INFORMATION	
NAME: City of New Bedford c/o Harbor Development Commission	
MAILING ADDRESS: 52 Fisherman's Wharf, New Bedford, MA 02740	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): AGM Marine Contractors, Inc.	
MAILING ADDRESS (IF DIFFERENT): 30 Echo Road, Mashpee, MA 02649	
TELEPHONE #	(508) 776-9759
EMAIL ADDRESS:	jonah.mikutowicz@agmmarine.com
REASON FOR THIS REQUEST: Check appropriate	
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION
<input type="checkbox"/>	PLANNING BOARD APPLICATION
<input checked="" type="checkbox"/>	CONSERVATION COMMISSION APPLICATION
<input type="checkbox"/>	LICENSING BOARD APPLICATION
<input type="checkbox"/>	OTHER (Please explain):

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

This sheet is NOT part of your ZBA application but you will need to 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 Annado

Printed Name

Judith M. Merdahl

Signature

3/29/2016

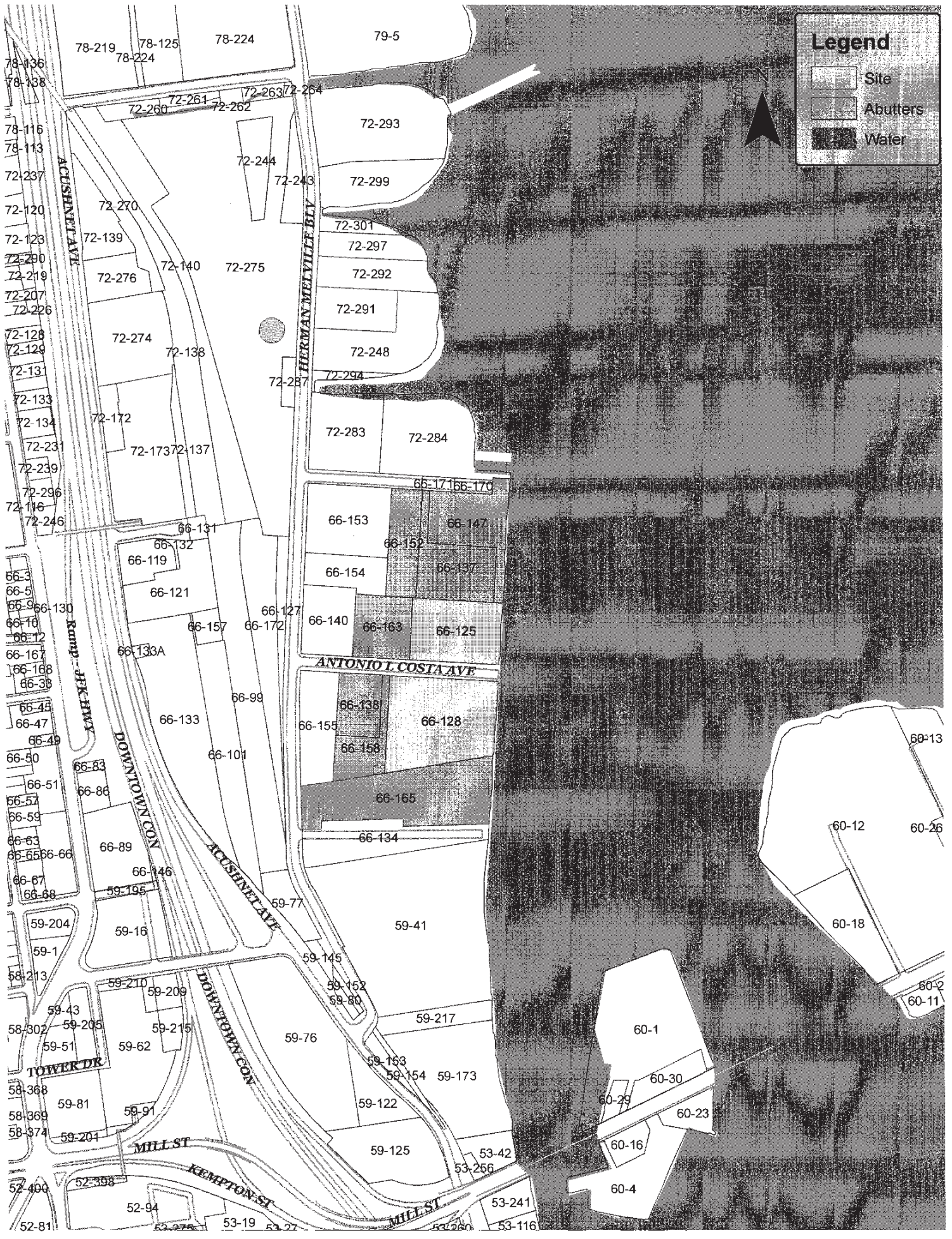
Date

March 28, 2016
Dear Applicant,

Please find below the List of Abutters within 100 feet of the property known as 15, SS and East End of Antonio L. Costa Blvd (66-125&128). 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
66-138 SS	48 ANTONIO L COSTA BLVD	NB PROPERTIES LLC, C/O MARDER NORTH REALTY LLC City of New Bedford 22 SOUTH WATER STREET 131 William St. NEW BEDFORD, MA 02740
66-137 SS	HERVEY TICHON AVE	WHALER REALTY CO INC, LESSEE City of New Bedford Harbor Development 14 HERVEY TICHON AVE 131 William St. NEW BEDFORD, MA 02740
66-152 SS	38 HERVEY TICHON AVE	WHALER REALTY CO INC, LESSEE City of New Bedford 14 HERVEY TICHON AVE 131 William St. NEW BEDFORD, MA 02740
66-165 ES	HERMAN MELVILLE BLVD	NEW BEDFORD LAND COMPANY INC, ONE INDIA STREET PROVIDENCE, RI 02903
66-158 SS	ANTONIO L COSTA BLVD	LOPES MARIA G, New Bedford Redevelopment Authority 15 FRANCIS STREET 700 Pleasant St. NO DARTMOUTH, MA 02747 New Bedford, MA 02740
66-163 NS	ANTONIO L COSTA BLVD	SEA WATCH INTERNATIONAL, LTD, City of New Bedford Harbor Dev. 8978 GLEBE PARK DRIVE 131 William St. EASTON, MD 21601 New Bedford, MA 02740
66-128 SS	ANTONIO L COSTA BLVD	M A F REALTY LLC, City of New Bedford Harbor Dev. 14 HERVEY TICHON AVENUE, 131 William St. NEW BEDFORD, MA 02740
66-125 NS	15 ANTONIO L COSTA BLVD	SEA WATCH INTERNATIONAL, LTD, City of New Bedford Har. Dev. 8978 GLEBE PARK DRIVE 131 William St. EASTON, MD 21601 New Bedford, MA 02740
66-147 SS	14 HERVEY TICHON AVE	WHALER REALTY CO INC, LESSEE 14 HERVEY TICHON AVE NEW BEDFORD, MA 02740 Same ↑



Notification to Abutters under the City of New Bedford Wetlands Ordinance

In Accordance with the City of New Bedford Wetlands Ordinance (New Bedford Code of Ordinances Sections 15-101 through 15-112) you are hereby notified of the following.

- A. The name of the applicant is: Sea Watch International Ltd.
- B. The applicant has filed a Request for Determination of Applicability for the municipality of New Bedford, Massachusetts seeking permission to remove, fill, dredge or alter an area subject to protection under the City of New Bedford Wetlands Ordinance (New Bedford Code of Ordinances Sections 15-101 through 15-112).
- C. The address of the lot where the activity is proposed is: "15", "SS" & "East End of" Antonio L. Costa Blvd.
Assessor's Map 66 : Lot 125 & 128
- D. Copies of the Request for Determination of Applicability may be examined at the New Bedford Conservation Commission, City Hall, 133 William St. Room 304 New Bedford, MA 02740 between the hours of 8:00 AM and 4:00 PM, Monday through Friday. For more information call (508) 991-6188.
- E. Copies of the Request for Determination of Applicability may be obtained from either (check one) the applicant _____ or the applicant's representative X by calling this telephone number (508) 477-8801 between the hours of 8:00 AM and 4:00 PM on the following days of the week: Monday through Friday.
- F. Information regarding the date, time and place of the public hearing may be obtained from New Bedford Conservation Commission by calling 508-991-6188 between the hours of 8:00 AM and 4:00 PM Monday through Friday.

Note: Notice of the Public hearing, including its date, time and place, will be posted in the City Hall not less than forty eight (48) hours in advance of the meeting.

Note: Notice of the Public Hearing including its date, time and place, will be published at least five (5) days in advance in the Standard Times.

Note: You may also contact the New Bedford Conservation Commission at 508-991-6188 for more information about this publication or the City of New Bedford Wetlands Ordinance

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

New Bedford Redevelopment Authority
700 Pleasant St.
New Bedford, MA 02740



9590 9403 0777 5215 6785 58

2. Article Number (Transfer from service label)

7015 3430 0000 6775 1203

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Diana L. Ruy*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4/8/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail Restricted Delivery (\$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

New Bedford Land Company, Inc.
One India Street
Providence, RI 02903



G

2. Article

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Steve Taylor*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery

Receipt for
indiscreet
Confirmation™
Confirmation
Restricted Delivery

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PROVIDENCE, RI 02903

Certified Mail Fee \$3.45

\$2.80

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Required \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.49

Total Postage and Fees \$6.74

\$

Sent To

New Bedford Land Company, Inc.

Street and Apt. No., or PO Box No.

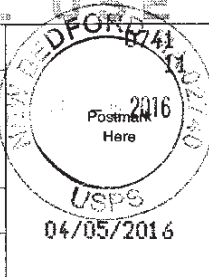
One India Street

City, State, ZIP+4®

Providence, RI 02903

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW BEDFORD, MA 02740

Certified Mail Fee \$3.45

\$2.80

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Required \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.49

Total Postage and Fees \$6.74

\$

Sent To

New Bedford Redevelopment Authority

Street and Apt. No., or PO Box No.

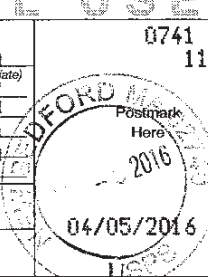
700 Pleasant St.

City, State, ZIP+4®

New Bedford, MA 02740

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7015 3430 0000 6775 1197

7015 3430 0000 6775 1203