

**REQUEST FOR PROPOSALS – SPLP 157  
SALE OF EXCESS LAND AND IMPROVEMENTS  
PROPERTY IDENTIFIED AS FORMER RHODE ISLAND TRAINING  
SCHOOL PROPERTY, CRANSTON, RI  
13.06 ACRES, MORE OR LESS  
ASSESSOR'S PLAT: 14, LOT 15**



The State of Rhode Island, acting through its Department of Administration's Division of Purchases, invites proposals from the general public for the purchase of certain real property deemed to be excess by the Department of Children, Youth and Families. The property comprises approximately 13.06 acres or 568,893 square feet of land, which is improved with several buildings. A more detailed property description and instructions to offerors are contained in the attached prospectus.

Richard A. Licht, Director  
Rhode Island Department of Administration

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**ADDENDA**

- Exhibit 1: Easement Agreement by and between Rhode Island Refunding Bond Authority and Department of Children, Youth and Families and 100 Sockanosset, LLC (Easement "E") (2/16/1998)
- Exhibit 2: R.I.D.O.T. Condemnation Plat 2733 (Plat Map & Description)
- Exhibit 3: Aerial Photograph (Identifying Existing Buildings)
- Exhibit 4: Aerial Photograph: Showing Development In Surrounding Area
- Exhibit 5: Administrative Subdivision Plan (AP 14 Lot 15)
- Exhibit 6: 10/12/2011 "DECISION" Fire Safety Code - Board of Appeal and Review
- Exhibit 7: Commitment For Title Insurance (Commonwealth Land Title Insurance Company)
- Exhibit 8: Deed Description For The Property (Based On Survey Completed By Garofalo & Associates, Inc.)
- Exhibit 9: Draft Purchase and Sale Agreement
- Exhibit 10: Assessor's Plat Map (Lot 15 of Assessor's Plat 14)

**PART I**  
**DESCRIPTION OF OFFERING, PARCEL CHARACTERISTICS, CONSIDERATION AND**  
**TERMS/CONDITIONS OF SALE**

**OVERVIEW**

The State of Rhode Island, acting through its Department of Administration's Division of Purchases, offers for sale approximately 13.06 acres or 568,893 square feet of land with improvements located on Power Road, Cranston, Rhode Island (the "Property"). The Property comprises that certain parcel identified in the City of Cranston's Tax Assessor's Records as Plat 14 Lot 15. A plan and aerial photograph of the Property to be conveyed and its environs are attached. See **EXHIBITS 3 AND 5.**

**AREA/NEIGHBORHOOD DESCRIPTION**

The Property is within the extended Cranston/Warwick Route 2 commercial area that contains over 4,000,000 square feet of national, regional, and local retailers. Within a five-mile radius of the Property, there is a population of approximately 200,000 people found in 80,500 households, with an average annual household income of approximately \$66,500.00. These statistics make the area surrounding the Property one of the more densely populated and affluent commercial areas in Rhode Island.

The Property is located opposite the Garden City Shopping Center, which is Rhode Island's leading open air retail village and home to over seventy (70) retail tenants. Garden City is reported to be currently undergoing substantial renovation. The Property also is situated close to a 22.5+/- acre development known as "Chapel View, a/k/a Sockanosset Crossings Park," a mixed-use planned development that consists of upwards of 344,280 square feet of office, retail, residential, and restaurant space.

The primary commercial arteries in close proximity to the Property are: New London Turnpike (Route 2); Pontiac Avenue; and Rhode Island Route 37, which connects to both I-95 and I-295. These arteries provide a combined daily traffic count of approximately 76,000 vehicles, with 24,000 vehicles passing through the intersection of Reservoir Avenue and New London Turnpike, while 18,000 vehicles travel Sockanosset Cross Road.

In addition to being situated within a pre-eminent and highly successful mixed-use area, the Property is adjacent to the Citizens Bank/Davol Office Building with its approximately 1,400 employees. The Property is approximately fifteen minutes from the capitol city of Providence and is only minutes away from the T.F. Green Airport.

Commercial and retail uses predominate in the area serving, in part, nearby upscale residential enclaves as typified by Dean Estates and the Oaklawn section of Cranston.

This vibrant commercial/retail community also serves the extended neighborhood just south of Route 37 which is home to significant institutional and industrial facilities located within the Pastore Government Center and the Howard Industrial Park. The Pastore Government Center embodies the consolidation of State offices leading to an exponential growth in the number of government employees and potential customers in the area. For example, the Rhode Island judiciary built a new Traffic Tribunal facility at Pastore and the Division of Motor Vehicles relocated its headquarters to a newly renovated building on the campus. Other State agencies, such as the Department of Business Regulation and Department of Labor, have likewise relocated to Pastore.

The nearby Howard Industrial Park is one of the premier industrial parks in Rhode Island. Developed in the early 1980's, the park comprises approximately 190 acres, of which 165 acres have been made available for Class "A" industrial development. It is now essentially fully developed and occupied. Howard Industrial Park hosts a variety of tenants such as: Tasca Automotive Group; RJ Carbone Co.; Masello Brothers; Airborne Express; Swarovski North America, LTD; WJAR Prata; Pepsi Cola; McClaughlin & Moran Distributors; Wayne Distributors; and, the M. Solomon Casket Company.

An aerial photograph showing development in the area surrounding the Property is attached. See **EXHIBIT 4**

## **SITE/IMPROVEMENTS DESCRIPTION**

### **SITE**

The Property encompasses approximately 13.06 acres or 568,893 square feet of land with improvements located on Power Road just off of Sockanosset Crossroad, Cranston, RI. It is adjacent to Rhode Island Route 37 to the south, the Chapel View development to the west, and Citizens Bank/Davol Office Building to the east. The Property lies just east of the New London Avenue and Sockanosset Cross Road intersection, which also places it diagonally opposite the Garden City Shopping Center. It should be noted that the owners of the Garden City Shopping Center recently announced a multi-phase, multi-million dollar renovation project for that complex.

The Property has approximately 1,090 linear feet of road frontage on Power Road, which is accessed from a controlled intersection with Sockanosset Cross Road. Located between Sockanosset Crossroad and the Property east of Power Road is a municipal fire station and the Cranston Public Library. While the Property lacks frontage on Sockanosset Crossroad, its elevated topography provides it with

excellent street visibility. Also, the Property possesses visibility from Rhode Island Route 37.

The Property is essentially void of trees, its landscaping consisting of open grassy areas enclosed by a 12' high, stainless steel security perimeter fence, evidencing the use of the site as the former Rhode Island Training School. The fence is approximately 3,355 linear feet long.

Site topography gently declines in a south to north and east to west direction, but overall the site is fairly level and any redevelopment efforts should not be constrained or lessened due to the topographical characteristics.

Soil/subsoil conditions, classified by the Soil Survey of Rhode Island as PD-Paxton-Urban Land Complex should also prove to be conducive to commercial/mixed-use development activity based on the substantial commercial development already in place along Sockanosset Crossroad and New London Avenue.

The Property is serviced by a variety of public utilities: electric, water, sewer, telephone, and fiber-optic cable. While the Property does not have natural gas service, there is a natural gas line(s) along nearby Sockanosset Crossroad.

The Property has an irregular, oblong shape with extensive frontage on Power Road. Thus, it possesses good functional commercial utility conducive to either a "big box" user or a mixed-use development.

#### **IMPROVEMENTS**

The ten (10) buildings that comprise the former Rhode Island Training School complex on the Property are all vacant, decommissioned and secured pursuant to an October 12, 2011 "Decision" of the Fire Safety Code Board of Appeal and Review. See **EXHIBIT 6**

The buildings were constructed between 1960 and 1990. The Administration (Bldg. #, Programs (Bldg. #158), and School buildings are two-story, walk-up construction, while the remaining seven buildings are of one-story height.

The residential buildings (formerly identified as Bldgs. #18, #19, #22, #156, #157) were constructed directly over underground steam heating pipes which caused floors to buckle and flooring covers to dislodge. All buildings at the Property were steam heated via the central generation plant located in the nearby Pastore Government Center. The buildings are of pre-fab construction with concrete slab foundations and flat tar/gravel composition roofing systems. The buildings lack fire suppression systems and, therefore, do not meet current requirements of the State Fire Code. With the exception of the Administration and School buildings, the buildings lack central

air-conditioning.

Given the overall poor to fair condition of the buildings and the significant amount of accrued depreciation, any contemplated re-use of the buildings will require substantial rehabilitation. Therefore, the improvements are offered "where is, as is" without any representations as to their structural integrity, utility, or functionality, or as to constituent HVAC, electrical, sewer, or plumbing systems, and/or other utilities.

**UTILITIES**

The following public utilities are available and presently connected to the subject property:

- Water
- Sewer
- Electric
- Telephone
- Fiber Optic Cable

It should be noted that the steam lines that service and heat the buildings on the Property from the Pastore Government Center will be severed at the property line by the State of Rhode Island once title to the Property is transferred to the successful offeror.

**TAX AND ASSESSMENT DATA**

As of December 31, 2008, the Property was assessed by the City of Cranston as follows:

Land	\$ 3,792,700.00
Building/Improvements	<u>\$131,899,600.00</u>
Total Assessment	\$135,692,300.00

**Tax Exempt**

The City of Cranston completed its last full tax revaluation on December 31, 2005, with a statistical tax revaluation update on December 31, 2008. Cranston is currently undergoing a statistical tax revaluation as of December 31, 2011. Assessments are based upon 100% of market value as estimated by the City for each respective tax assessment year.

The Tax Assessor's assessed value of \$3,792,700.00 is calculated upon the approximate 13.06 acres or 568,893 square feet of land area which translates to an assessment of \$290,405.82 per acre, or \$6.67 per square foot.

The ten (10) buildings on the Property reflect a total assessment of \$131,899,600.00. The Tax Assessor estimated total building area to be 108,490 square feet.

**EASEMENTS**

All easements of record are identified in the attached title commitment report. See **EXHIBIT 7**

**Subdivision**

The City of Cranston approved an administrative subdivision for the Property in 2010, subsequent to the Department of Transportation's condemnation of Power Road as a "public" highway. See **Exhibit 5**.

**ZONING**

Although the Property is currently zoned Open Space S-1, the Future Land Use Map of Cranston's 2010 Comprehensive Plan has designated a future land use for the subject site as Highway Commercial/Services. Under said designation, the site would be entitled to a Commercial C-3, C-4, C-5 or Mixed Planned Development zoning classification.

**FLOOD ZONE DATA**

The Property is not located in a designated flood zone hazard area as depicted on the FEMA National Flood Insurance Rate Map entitled Community Panel #44007C0314G and dated March 2, 2009. According to the flood hazard map, the Property is situated within a Zone "X" non-flood hazard area.

**PROJECT SCHEDULE**

The following is the timetable for submission. Any step and all subsequent steps in this timetable may be adjusted at the discretion of the Director of Administration, for any or no reason, in his sole discretion.

<b><u>ACTION</u></b>	<b><u>DATE &amp; TIME</u></b>
RFP Advertisement:	5/9/2012; 5/16/2012; 5/20/2012
Pre-Proposal Informational Conference: Dept. of Administration- One Capitol Hill, Providence (2 <sup>nd</sup> Floor / Conference Room "C")	5/23/2012 (10:30 a.m.)
Questions Submitted By Proposers:	5/30/2012
Responses Forwarded To Proposers:	6/1/2012
Proposals Due:	7/30/2012 (10:00 a.m.)
Date of Award:	TBD

### TERMS AND CONDITIONS OF SALE

1. All right, title and interest conveyed by the State will be sold subject to the terms and conditions in the published notice of sale and those hereinafter set.
2. Proposals must include a refundable bid surety deposit in the amount of five (5%) of the total gross sum bid by the offeror. Surety shall be in the form of a certified or cashier's check made payable to the "General Treasurer - State of Rhode Island." The surety deposit of the successful offeror shall be retained by the State and applied to the purchase price of the Property at closing. All other surety deposits shall be returned to unsuccessful offerors after approval of a Purchase and Sales Contract by the State Properties Committee.
3. The purchase price shall be paid to the State by bank or certified check or wire transfer payable to the "General Treasurer - State of Rhode Island" within forty-five (45) days of the municipal approval of the successful offeror/buyer's application for zone change for the Property, or on a date that is mutually agreed upon by the successful offeror/buyer and the State of Rhode Island.
4. Sale of the Property shall be contingent upon the following special conditions:
  - a) The buyer shall sign a purchase and sale contract with the State in the form attached hereto as Exhibit 9, within 15 days of receiving notice that its proposal has been selected by the State. Said Purchase and Sale Contract shall be subject to approval by the State Properties Committee.
  - b) The buyer shall apply to the City of Cranston for municipal zoning approval or other relief, as necessary, at its sole cost and expense within 90 days of State Properties Committee approval of the Purchase and Sale Contract.
  - c) The buyer shall close on the purchase of the Property within 45 days of municipal approval of its zone change application; provided, however, that in the event that an appeal is taken from municipal approval of buyer's zone change application, then closing may be delayed for a period of not more than one year.

d) The buyer must commence construction of the approved project within one (1) year from the "Closing". The buyer must complete construction of the approved project within two (2) years thereafter. Completion shall be determined by issuance of a "certificate of occupancy" by the City of Cranston for the entirety of the approved project. The State shall retain a reversionary interest in the Property such that if the buyer fails to commence construction of the approved project one (1) year from the Closing or fails to complete construction within two (2) years thereafter, then the State may exercise its option and title to the Property shall revert back to the State.

e) A reverter clause, as follows, will be included in both the purchase and sale contract and the bargain and sale deed utilized for this transaction:

The Grantee, or any successor or assign, shall commence construction of the approved project within one (1) year from the execution of this deed and shall complete the construction of the approved project, by issuance of a certificate of occupancy for the entirety of the approved project from the building officials of the City of Cranston, within two (2) years of the commencement of construction. If the Grantee defaults on its obligation to commence construction within the time frame as set forth herein, or fails to obtain a certificate of occupancy on the entirety of the approved project within two (2) years after construction commencement, then the Grantor shall have the right, at its sole discretion, to have title to the within described property conveyed back to Grantor by Grantee, or its successors or assigns.

If Grantee defaults on its obligation to commence construction of the approved project or fails to complete construction of the entirety of the approved project, not having obtained a certificate of occupancy from the City of Cranston's building officials, and the Grantor determines to exercise its option, then, Grantor shall notify the Grantee in writing, by registered mail return receipt requested, of Grantee's failure to comply

with the above-referenced obligations and that Grantor is exercising its right of reversion of title to the property. Provided, however, that Grantor may, at its sole discretion, offer the Grantee a reasonable period of time, not to exceed one hundred and twenty (120) days from the date of said notice, to cure such default. Grantor's right of reverter shall be enforceable by petition by Grantor to the Providence Superior Court, and shall be in addition to any other rights of Grantor in law or in equity for any default by Grantee.

f)The buyer shall have sixty(60) days from the effective date of the purchase and sale contract (the "Inspection Period") to satisfy itself as to the acceptability and suitability of the Property for purchase, including making the inspections set forth in Sub-section (1), below. In the event that buyer is not be satisfied with the results of either the "Phase I" hazardous waste site assessment or condition of the seller's title to the Property, then buyer shall notify seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the purchase and sale contract shall be considered null and void and of no further force and effect and the deposit and any interest earned thereon shall be promptly returned to buyer.

1)During the Inspection Period, buyer shall have the right to examine title to the Property and to conduct a "Phase I" hazardous waste site assessment and such other non-invasive analyses, tests and engineering studies as buyer may deem desirable. If: (a) buyer notifies seller by the expiration of the Inspection Period, that buyer is not in its sole discretion, satisfied with seller's title to the Property not being able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of buyer's title commitment, or the results of any "Phase I hazardous waste site assessment", then Buyer may terminate the purchase and sale contract by written notice to seller, in which event the

deposit and any interest earned thereon shall be returned to buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that buyer shall give seller timely notice of any title defects and the results of any "Phase I" hazardous waste site assessment, and, further, shall give seller, at seller's sole discretion, a reasonable opportunity to cure any such title defect or to address any condition on the Property discovered as a result of the aforementioned "Phase I" environmental site assessment.

g.) This Section \_\_\_ shall survive Closing and be binding upon the parties.

5. At the time of Closing, a bargain and sale deed, in a form acceptable to the State Properties Committee, without covenants of warranty, will be delivered to the successful offeror on receipt of the full balance of the purchase price. If the successful offeror shall fail to tender the balance of said purchase price on the closing date, the State of Rhode Island, at its option, may resell the property to the next highest offeror who responded to this RFP who shall be able to comply with the terms of the sale without notice to the defaulting offeror and without previously tendering a deed to the defaulting offeror. Such resale shall not, however, release the defaulting offeror from liability for breach of contract, and in case of such default the State of Rhode Island shall retain the deposit posted by the defaulting offeror, together with any interest thereon, whether or not the Property is resold, without prejudice to any right which the State may have to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.

At the time of Closing, the steam heat lines serving the subject Property from the Pastore Government Center will be severed at the property line by the State of Rhode Island.

6. The Property will be sold "where is, as is" by bargain and sale deed in accordance with statutory requirements. The purchase and sale contract between the State and the successful offeror shall be subject to approval by the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids for any or no reason(s). Any subdivision and deed filing requirements of the City of Cranston will be at the successful offeror's sole expense.

7. The successful offeror shall be responsible at its sole cost for the documentary deed stamps that are required to be affixed to the deed upon recordation.
8. The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding this RFP or the sale of the Property.
9. Interested parties may conduct a non-invasive ground and structural inspection of the Property prior to the proposal due date. The Property will be available for inspection immediately following the Information Conference to be held on May 22, 2012 at 11:00 a.m.
10. No representations will or have been made by the State that the Property meets local, state or federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise. All permits, empowerments, permissions and grants necessary for the Property's sale and development are at the successful offeror's cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the successful offeror's risk, cost and expense.
11. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.
13. Sale of the Property to the successful offeror is contingent upon the City of Cranston's statutory, pre-emptive right to purchase the Property pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended.
14. Any use of the Property must be in compliance with "Appendix C," Title VI of the Federal Civil Rights Act of 1964, as amended, i.e., without discrimination as to race, color, or national origin, and the bargain and sale deed of conveyance shall contain such condition of sale.
15. No billboard, sign, or other outdoor advertising devices shall be erected upon the Property other than those indicating ownership or on-premise advertising and shall be subject to reasonable restrictions with respect to number, size, location, and design by regulation of the RIDOT and/or the Federal Highway Administration and subject to local zoning ordinances, and the bargain and sale deed of conveyance shall contain such condition of sale.
16. Any public utilities or municipalities having facilities under, over, or through the Property as of the date of its conveyance to the successful offeror shall have the right and easement to

continue to maintain, operate, and renew their facilities within the Property, and the bargain and sale deed shall contain such condition of sale.

17. All costs associated with responding to this Request for Proposals and/or producing written and oral clarifications of its contents will be the responsibility of the offeror. The State will assume no responsibility or liability for any costs incurred by any offeror under any and all circumstances.
18. No environmental analysis of the Property has been conducted by the State. The Property is being sold "as is, where is" without warranty or representation regarding either the presence or absence of environmental liabilities and the successful offeror by accepting title to the Property shall assume all such liabilities, if any, without recourse against the State. The successful offeror shall be required to agree to indemnify, hold harmless, and defend the State of Rhode Island and its departments, agencies and employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule, or regulation, including but without limitation, the Rhode Island Hazardous Waste Management Act, Rhode Island General Laws Section 23-19.1-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Management (2002), the Oil Pollution Control Act, Rhode Island General Laws Section 46-12.5.1-1 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or arising under the Rhode Island General Laws, Sections 23-19.1-1 et seq., as amended or otherwise and Rhode Island General Laws, Section 46-12.5.1-1 et seq., as amended or otherwise which are discovered by the successful offeror subsequent to the date the Property is conveyed to the selected offeror.

**PART II**  
**INSTRUCTIONS TO OFFERORS**

All offerors are instructed to review all parts of this Request for Proposals and to follow its directions carefully. Proposals, which are incomplete, obscure, conditional, irregular, or lacking in necessary detail, or containing additions not called for, may be rejected by the State.

**Affidavits and Disclosures**

Offerors that are foreign corporations, meaning corporations not chartered in Rhode Island but licensed to do business in Rhode Island, are required to submit with their proposals an affidavit duly executed by their president, vice president, or general manager and stating that the corporation has, in accordance with the provisions of the Rhode Island General Laws, obtained a certificate authorizing it to do business in Rhode Island. These certificates or certified copies are obtained from the Rhode Island Secretary of State's Office.

Corporations and partnerships are required to submit with their proposals a Certificate of Disclosure of Corporation or Partnership (Forms 1 and 2, attached to Part IV hereof) listing the name and address of principal officers.

**No Withdrawal of Proposals**

No proposal will be allowed to be withdrawn after it has been received by the Rhode Island Department of Administration.

**Rejection or Acceptance of Proposals**

The State reserves the right to unconditionally accept or reject any and all proposals for any and/or no reason(s).

**Unacceptable Proposals**

No proposal will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the State of Rhode Island upon any debt, tax, or contract, or that is a defaulter in surety or otherwise upon any obligation to the State of Rhode Island, or that has failed to perform faithfully any previous contract with the State of Rhode Island. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form (Part IV hereof) and/or this Request for Proposals.

**Explanations Written and Oral**

The state reserves the right to make additions, deletions, changes or modifications to this Request for Proposals at any time prior to the opening date. Any additions, deletions, changes, or modifications to this Request for Proposals shall be posted to the State Property Committee's web site. The State shall make a reasonable effort to mail or email same directly to all known potential offerors; provided, however, that the State shall not be responsible for any potential offeror's failure to receive notice of additions, deletions, changes or modifications to this Request for Proposals. Further, the State will not be responsible for any oral instructions understood to be received by any offeror.

### **Signature of Bidder**

Proposals must be completed and signed in blue ink by the offeror or his/her/its duly authorized representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf are duly empowered to do so.

### **Proposal Surety**

Individual proposals must be bound or contained in a single volume. Proposals must be organized in the exact order in which the Request for Proposals' requirements are presented with page numbers in consecutive order. Respondent must include a "Table of Contents" that cross-references each Request for Proposals' requirements to specific pages in the proposal.

Disadvantaged Business Enterprise (DBE) participation in proposal preparation and proposal implementation is encouraged.

The State is soliciting competitive proposals pursuant to its determination that such a process best serves the interest of the State and the general public and not because of any legal requirement to do so. The offeror acknowledges that it is the State's right to accept any proposal, or number of proposals, even if from different proposers; or to unconditionally reject any and all proposals; or to amend with the consent of the successful offeror any proposal prior to acceptance; or to waive any formality and otherwise effect the State's intent under this Request for Proposals all as the State in its sole judgment may deem to be in its best interest. The State reserves the right to interview any and all offerors to fully understand their proposals as well as inquire as their individual or corporate experience to meet the terms of their proposals.

The State will not be responsible in any manner for any costs associated with any proposal submission by an offeror. The submitted

proposals, including all drawings, plans, photos, and narrative material shall become the property of the State upon receipt. The State shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any manner that it selects. Furthermore, the State shall be free to use or to adopt as its own, without liability or payment or compensation, any idea, scheme, technique, layout, or plan received as part of this Request for Proposals.

**Pre-proposal Conference:**

There will be a pre-proposal informational conference held on May 23, 2012 at 10:30 a.m. at:

RI Department of Administration  
One Capitol Hill (2<sup>nd</sup> Floor - Conference Room "C")  
Providence, RI 02908

**Questions:**

All questions regarding this Request for Proposals must be submitted in writing by 4:00 p.m. on May 30, 2012 and submitted to:

Mr. John P. Ryan  
Department of Administration  
Division of Capital Projects & Property Management  
One Capitol Hill  
Providence, RI 02908  
E-mail: [John.Ryan@doa.ri.gov](mailto:John.Ryan@doa.ri.gov)

Questions received, if any, will be answered and posted on the State Properties Committee web site as an addendum to this solicitation by the close of business on June 1, 2012. It is the responsibility of all interested parties to download this information. The State will make reasonable efforts to mail or email written addendums to potential offeror who attend the pre-proposal conference and who provide a legible mailing or email address.

### **PART III – PROPOSAL FORM**

**State of Rhode Island, By and Through The  
Department of Administration,  
Division of Purchases**

The deadline for receipt of proposals is **10:00 A.M., July 30, 2012** at which time the timely submitted proposals will be publicly opened and acknowledged only. The "official" time clock is located at the reception desk area for the Division of Purchases. The proposals must be submitted according to the requirements detailed in this document. Any and all submissions received after such date and time shall not be accepted. Proposals must be delivered to the following address.

**State of Rhode Island  
Department of Administration  
Division of Purchases - Second Floor  
One Capitol Hill  
Providence, RI 02908**

Please note that one (1) original and five (5) copies of the submission must be received in a sealed envelope that is clearly marked on the outside in the following manner:

**REQUEST FOR PROPOSALS - SPLP 157  
SALE OF EXCESS LAND AND IMPROVEMENTS THEREON  
ASSESSOR'S PLAT 14. Lot 15 CRANSTON, RHODE ISLAND**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

## PROPOSAL CONTENTS

Offerors must include the following information, divided into clearly marked sections, in the submitted proposal:

### Letter of Transmittal

Letters of Transmittal must accompany each proposal (six (6) originals) signed in blue ink by the proposer or a duly authorized representative.

### General Information

Name of offeror:

Address of offeror:

Description of offeror: (Individual, corporation, partnership, association, etc.)

E-Mail Address:

Telephone Number:

Name and Address of any other person/parties collaborating in the submission of the Proposal.

### Financial Information

Credit: Please provide offeror's present credit rating information. Specify if other than Dunn & Bradstreet.

Financial: Briefly describe the offeror's financial status. Include bank and/or insurance references. Include a current statement of financial condition attested to by a Certified Public Accountant. If to be held as "Confidential," please so mark the financials to be so regarded.

### Price Offered

The price offered must be for the entire Property as described. No bids for portions or subparts of the Property will be considered.

### Development Plan and Experience

Offerors must submit a detailed development plan describing the proposed re-use and development of the Property, identifying technical and administrative issues that will be encountered at each stage of development.

Development plans must include:

- a) A creative, scaled site layout that minimizes adverse impact to and fits in with the character of the Property's environ. Include any related architectural drawings, maps and renderings.

- b) Proposed improvements by land use type (retail, office, residential), size and construction, exterior elevations and proposed changes to the property. Include scaled plans showing improvement footprints and schematic elevation drawings, parking, landscaping, site improvements, access, egress, illumination patterns, etc.
- c) A clear indication of the anticipated zone changes that would be required to support the proposed development.
- d) An outline of the major economic/public benefits that will be enjoyed by the City of Cranston and State of Rhode Island upon the successful completion of the proposed development project.
- e) The proposed amenities planned for the site.
- f) An explanation of how the development incorporates "energy star" and "green building" standards and building techniques.
- g) A detailed development schedule defining a list of tasks, construction activities and/or milestones that will be utilized in achieving the proposed development project. Indicate intended completion date.
- h) The capacity of the offeror to undertake and complete the proposed development project in a timely manner.
- i) A marketing and absorption plan including goals forecasting unit absorption rates and sellout period.
- j) An implementation plan for moving from project design to financing and construction.
- k) Offerors are to include an overview of experienced personnel presently on staff, prior experience and/or qualifications of key personnel to be assigned to the proposed development project. Staff assignments and concentrations of effort for each staff member are to be set forth.
- l) Offerors are to include a listing of any similar projects and/or clients served similarly in concept to their development plan.
- m) Offerors are to demonstrate management experience with regard to real estate and property development as it relates to commercial and/or residential ventures. Name, address and telephone number of previous clients who are familiar with services provided by a offeror must be included. By so listing said previous clients, specific permission is granted to the State by the offeror to contact these clients to verify the quality of performance of services provided.
- n) Offerors are to include a current listing of all other major projects they are currently undertaking. They must also demonstrate knowledge and

understanding of the type of activities proposed for the development of the property.

- o) As applicable, disclosure of any sub-contracted entity's organizational structure and business background as well as the type of work they will perform must be documented in the development plan. Include a full disclosure of the proposed team to be assigned to the development.
- p) Offerors are to describe in detail their financial qualifications and capacity to implement their proposal. In addition to the financial information requested previously herein, offerors are to explain the offeror's credit rating, assets, sources of funding for the proposal, likelihood of loan/mortgage approval, name of proposed lenders, any letters of credit, any promissory notes, and gross financing obligation for the proposal in relation to proposer's assets. The State may require copies of the offeror's most recent federal and state income tax filings

#### **Supplemental Information**

Offerors are encouraged to submit any other information deemed useful to aid the State in evaluating a proposal.

#### **Proposal Presentation**

As part of the proposal review process, the Rhode Island Department of Administration (RIDOA) may request all or selected offerors to formally present and explain their proposal to the "RIDOA Review Committee." The RIDOA Review committee will formally notify any offeror so requested of the proposed date and time. All and any such presentations will take place at the RI Department of Administration, One Capitol Hill, Providence, Rhode Island and will be limited to an hour in length. Such offerors must be prepared to answer any questions relative to their proposal.

Following the opening and acknowledgement only of proposals at 10:00 AM, on July 30, 2012 the State will require a review period of approximately thirty (30) days. During this review period, offeror interviews (see above) may be scheduled. The State anticipates a proposal award within thirty (30) days of the receipt of the proposals and a Closing on the property approximately sixty (60) days thereafter. The State reserves the right to modify this schedule as it may suit the State's interests.

**Proposal Evaluation, Selection and Award Schedule**

Proposals will be evaluated and scored by the RIDOA Review Committee. This committee will forward its recommendation to the Director, RI Department of Administration, who will, in turn, recommend a proposal award to the State Properties Committee. No proposal award will be in force or binding without the prior approval of the State Properties Committee.

**EVALUATION CRITERIA**

**Experience and financial capacity of the developer: 10 POINTS**

Offerors shall provide a summary of past commercial development and/or redevelopment proposals, with an emphasis on projects that demonstrate design and implementation experience in commercial projects, with an emphasis on projects that incorporate smart growth and mixed use principles. Offeror shall also demonstrate that he/she has the financial capacity to undertake the projects in a timely manner.

**Economic Benefit to the City of Cranston: 10 POINTS**

Offerors shall estimate the proposed economic benefit to the City of Cranston, including but not limited to, projected property tax revenue to be derived by the City of Cranston.

**Economic Benefit to the State of Rhode Island: 10 points**

Offerors shall include an analysis of the proposal's long-term economic benefit to the State of Rhode Island, including but not limited to, projected increases in sales and/or payroll taxes to the State.

**Quality of Development Proposal: 20 POINTS**

Proposals will be evaluated in terms of overall building and site design quality, to include the proposed mitigation of traffic patterns, incorporation of mixed uses and/or smart growth principles, provision of public amenities, incorporation of transit friendly design, energy efficiency and/or generation, and water conservation.

**Price to the State: 50 POINTS**

Offerors shall include an offer price to the State for the property.

**Maximum Score (Total Points): 100  
POINTS**



**AFFIDAVIT OF NON-CONVICTION** (Form 2)

SPLP \_\_\_\_\_  
Sale of \_\_\_\_\_  
\_\_\_\_\_, Cranston, R.I.

**I HEREBY AFFIRM THAT:**

I am the \_\_\_\_\_ and the duly authorized representative of  
*(Title)*

\_\_\_\_\_  
*(Business, Organization, or Corporation)*

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**I FURTHER AFFIRM THAT:** Neither I, nor, to the best of my knowledge, information and belief, the above business as above-described in this bid, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, have been convicted of, or has had probation before judgment, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Rhode Island State Law or the law of any other state or the Federal government. (Indicate below the reason(s) why affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, sentence or disposition, name(s) of person(s) involved, and their current positions and responsibilities with the business.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I FURTHER AFFIRM THAT:** Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any current violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C., 1961, et seq., or the Mail Fraud Act, 18 U.S.C., 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

- (d) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (e) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Proposer: \_\_\_\_\_

Signed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_  
*(typed or printed)*

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix seal



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Department of Administration

STATE PROPERTIES COMMITTEE  
One Capitol Hill  
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, under oath make affidavit  
(state full name of corporation)

and say that the following, the officers and directors of said \_\_\_\_\_ corporation,  
(identify as business, non-business, professional)

having been duly elected and/or appointed to:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principle Place of Business \_\_\_\_\_

DIRECTORS

Name \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STOCKHOLDERS

Name \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: \_\_\_\_\_

State Offices Occupying Property (if any): \_\_\_\_\_

In witness whereof I have hereunto set my hand and the seal of the said \_\_\_\_\_,  
(hereunto duly authorized) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_, its Secretary.

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Department of Administration**

STATE PROPERTIES COMMITTEE  
One Capitol Hill  
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF LIMITED LIABILITY COMPANY

I, \_\_\_\_\_, Member of \_\_\_\_\_ LLC,  
under oath, make affidavit and say that the following are all the members of said limited liability  
company:

Member \_\_\_\_\_ Address \_\_\_\_\_

Member \_\_\_\_\_ Address \_\_\_\_\_

Member \_\_\_\_\_ Address \_\_\_\_\_

State of Limited Liability Company \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Agent for Service \_\_\_\_\_

Property under lease to/from the State of Rhode Island covered by this Certificate:

Location: \_\_\_\_\_

State Offices Occupying Property (if any): \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said \_\_\_\_\_  
\_\_\_\_\_, LLC (hereunto duly authorized) this \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_, LLC

By: \_\_\_\_\_ Member

STATE OF RHODE ISLAND, COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally appeared \_\_\_\_\_ Member of \_\_\_\_\_, LLC,  
to me known and known by me to be the party executing the foregoing instrument on behalf of said  
limited liability company, and he acknowledged said instrument and the execution thereof, to be his free  
act and deed individually and in his said capacity, and the free act and deed of said limited liability  
company.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

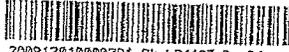
I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that \_\_\_\_\_ who executed said instrument as \_\_\_\_\_ of said corporation was then \_\_\_\_\_ of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said \_\_\_\_\_; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Secretary

# **EXHIBIT 1**



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EASEMENT AGREEMENT

BY AND BETWEEN

RHODE ISLAND REFUNDING BOND AUTHORITY

AND

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

AND

100 SOCKANOSSET, L.L.C.

DATED

FEBRUARY 16, 1998

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of the 16<sup>th</sup> day of February, 1998, among Rhode Island Refunding Bond Authority, a public corporation of the State of Rhode Island created pursuant to Title 35, Chapter 8.1 of the General Laws of Rhode Island, in 1956, as amended with a principal office located at offices of the General Treasurer for Finance, 40 Fountain Street, 8<sup>th</sup> Floor, Providence, Rhode Island 02903 (hereinafter referred to as the "Bond Authority"), the State of Rhode Island acting by and through the Department of Children, Youth and Families (the "State") and 100 Sockanosset, LLC, a Rhode Island Limited Liability Company with an address of 1414 Atwood Avenue, Johnston, Rhode Island 02919 ("Sockanosset").

WITNESSETH

WHEREAS, the Bond Authority as successor in interest to the Rhode Island Public Building's Authority is the owner of a certain tract of land described in "Exhibit A" attached hereto as the ("Bond Authority Tract") and identified as such on "Exhibit X" (the "Site Plan") attached hereto; and

WHEREAS, the State is the owner of a certain tract of land described in "Exhibit B" attached hereto as the ("State Tract") and identified as such on the Site Plan; and

WHEREAS, Sockanosset is the owner of a certain tract of land described in "Exhibit C" attached hereto as the ("Developer Tract") identified as such on the Site Plan; and

WHEREAS, the Bond Authority Tract, the State Tract and Developer Tract are contiguous and adjacent as shown on the Site Plan; and

WHEREAS, Bond Authority and the State are desirous of granting to Sockanosset an Easement which will benefit the Developer Tract and encumber the Bond Authority Tract and the State Tract as hereinafter provided and which easement area in "Exhibit B" attached hereto as the

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("Easement Area") and identified as such on the Site Plan; and

WHEREAS, the Bond Authority and the State desire to further define the grant of the foregoing easement to Sockanosset as more fully provided herein and the parties herein desire to memorialize the understanding relative to the rights of the parties with regard to the Easement Area and the obligations of the parties with regard to the Easement Area.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Ingress and Egress. During the term of this Agreement, the Bond Authority and the State, as grantor as to their tracts, hereby grant and convey to Sockanosset and its successors and assigns for its use and for the use of its permittees, licensees, invitees and tenants together with their invitees and permittees in common with the Bond Authority and the State and others entitled hereunder to use the same, a non-exclusive, perpetual right, license and easement in, to, over, under, along and across the Easement Area for the use of roadways and walkways from time to time located thereon and for pedestrian and vehicular ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the business purposes of such permittees. All such easements, rights and licences shall be subject to the following reservations as well as all other provisions contained in this Agreement:

2. Except as herein expressly or otherwise provided, no fence or obstruction or change of grade or other barrier shall be erected or permitted, nor shall any act be committed, which would prevent, obstruct or interfere with the passage of pedestrians or vehicles for the purposes herein permitted within or across the easement areas; provided, however, that this sentence shall not prohibit the installation of convenience utilities (such as mailboxes, public telephones and benches

which do not unreasonably interfere with or obstruct access to said tract), nor landscaping, berms or planters, nor of limited curbing, bumper guards or other forms of traffic controls nor of light standards and directional signs. Notwithstanding the foregoing, Sockanosset shall have the right to install retaining walls, embankments and such landscaping as Sockanosset deems reasonably necessary to install and operate any roads to be located in the Easement Area.

3. The Bond Authority and State, as grantors, as to the Easement Area hereby grant and convey to Sockanosset and its successors and assigns a non-exclusive, perpetual easement in, to, over, under, along and across the easement area for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of lines and systems for utilities serving the Developer Tract, including without limitation, sanitary sewers, storm drains and water (fire and domestic), gas, electrical, telephone and communication lines and systems and for the flow of surface storm water. Except as may be necessary during periods of construction, repair of temporary service, and except for telephone and electrical lines and systems, all utilities shall be underground unless required to be above ground by the utility company providing such service. Either party installing utilities pursuant to the provisions of this section shall, after the completion of initial construction thereof pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including without limitation, general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Easement Area.

4. Sockanosset covenants and agrees that it shall, at all times, maintain or cause to be maintained the Easement Area in good order, repair and condition, reasonably free of snow, ice and refuse and in the event that Sockanosset defaults with respect to any of its obligations hereunder,

then in that event, Sockanosset agrees to indemnify, defend and hold harmless the State and the Bonding Authority from and against all claims, demands, expenses, damages, etc. which arise or result from the default by Sockanosset of its obligations hereunder.

5. Sockanosset covenants and agrees with the Bond Authority and the State to be solely responsible for the removal of trees and other site improvements deemed necessary for the construction of any road in the Easement Area and also covenants and agrees to do landscaping work as identified in "Exhibit L" in the area so designated on the Site Plan. With respect to the foregoing, Sockanosset agrees to indemnify, defend and hold harmless the Bond Authority and the State with respect to any claims, demands, damages, losses, etc., which arise or result from Sockanosset's work hereunder.

6. Sockanosset shall indemnify, defend and hold harmless the other Parties hereto from any claims, demands, losses, damages, etc. for bodily injuries, including death, and/or property damage arising out of Sockanosset's use in, on, or about the Easement Area. In addition thereto, Sockanosset further agrees to provide insurance coverage, naming the Parties hereto, as additional insureds with the same limits and upon the same terms and conditions as provided in that certain Construction, Operation and Reciprocal Easement Agreement entered into by and among Chapel Associates, Inc., the Rhode Island Refunding Bond Authority and the State of Rhode Island dated as of \_\_\_\_\_

7. Notices. All notices, demands, statements, consents, approvals and requests and any submittal of plans and/or request for approval ("notice") required or permitted to be given under this Agreement must be in writing and given, delivered or served, either by prepaid express mail carrier with receipt, or by prepaid registered or certified mail, return receipt requested, or by prepaid private

courier such as Federal Express, Purolator, Emery or other recognized national or regional courier service which delivers only upon signed receipt of the addressee, and shall be deemed given only when received unless a contrary intent is expressed herein or unless refused by the Party to whom the notice is being sent. The address of the signatories to this Agreement is set forth below. In the event a party shall encumber its Tract by a mortgage and notice of such fact has been received by the other Party from the mortgaging party issuing such notice, demand, statement, or request, then a copy of any notice of amounts due or notice of default directed to such mortgaging Party shall also be sent to its mortgagee:

100 Sockanosset, LLC  
1414 Atwood Avenue  
Johnston, Rhode Island 02919

With a copy to:  
Angelo R. Marocco, Esq.  
1200 Reservoir Avenue  
Cranston, RI 02920

Rhode Island Refunding Bond Authority  
c/o Rhode Island General Treasurer's Office  
40 Fountain Street, 8<sup>th</sup> Floor  
Providence, RI 02903  
ATTN: Deputy General Treasurer for Finance

State of Rhode Island  
c/o Rhode Island Department of Transportation  
1 Capitol Hill  
Providence, RI 02903  
ATTN: Director

With a copy to:  
Rhode Island Department of Children, Youth and Families  
610 Mount Pleasant Avenue  
Providence, RI 02908  
ATTN: Legal Counsel

Any Party shall have the right, from time to time, and at any time, upon at least ten (10) days prior written notice thereof in accordance with the provisions hereof, to change its respective address and/or addressee and to specify another address and/or addressee within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for such notice of change to be effective, it must actually be received unless refused by the Party to whom notice is sent; and further provided such address may not be only a post office box.

8. Binding Effect. The terms of this Agreement and all easements granted by this Agreement shall constitute covenants running with, and be appurtenant to and run with, the land affected. All terms and easements shall enure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties to this Agreement to the extent they have an interest in the benefitted or burdened land. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

9. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

10. Amendments. This Agreement may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the Recorder of Deeds Office in the City of Cranston, State of Rhode Island and executed and acknowledged by the Parties then owning the Tracts. No consent to the amendment of this Agreement shall ever be required of any occupant, permittee or person or any person other than the Parties, nor shall any occupant, permittee or person

other than the Parties have any right to enforce any of the provision hereof.

11. Captions and Capitalized Terms. The captions preceding the text of each Article and Section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement. Capitalized terms are also selected only for convenience of reference and so not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

12. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any such breach.

13. Non-Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. No Third Party Rights. It is specifically understood and agreed that the only parties who may enforce the terms and conditions of this instrument are the Parties hereto and their respective successors and assigns.

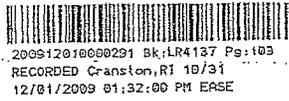
15. Term of this Agreement. This Agreement shall be effective as of the date first above written and shall continue in full force and effect for a period of ninety-nine (99) years from the date hereof subject to extension by Sockanosset and its successors and assigns for one or more additional term of fifty (50) years each, by notice and recording of such extensions with the land records of the City or County where the Tracts are located. Upon termination of this Agreement, all rights and

privileges derived from, and all duties and obligations created and imposed by, the provisions of this Agreement, except as contained or to be contained within the Sections referred to above, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity of any Party against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

16. Estoppel Certificate, Subordination and Non-Disturbance Agreement. Each party hereto agrees, at any time, and from time to time, within thirty (30) days following written notice to it by any other party hereto, or any other party's mortgagee, to execute, acknowledge and deliver to the party or mortgagee who gave such notice a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), and the date to which any charges payable hereunder have been paid in advance, if any, and stating whether or not to the best of the knowledge of the signer of such certificate any other party hereto is in default in performance of any covenant, agreement or condition contained in this agreement, and, if so, specifying each such default of which the signer may have knowledge. In addition to the foregoing, the Bond Authority and the State hereby agree, at any time, and from time to time, within thirty (30) days following written notice to them by Sockanosset, or its successor in interest, to execute, acknowledge and deliver upon terms which are mutually acceptable such subordination and non-disturbance agreements as may be reasonably required by any lending institution lending funds to Sockanosset in connection with the development of the Developer Tract and/or the Easement Area.

17. The agreement shall be interpreted, construed and governed with respect to all matters

in accordance with the laws of the State of Rhode Island.



WITNESSES:

Rhode Island Refunding Bond Authority

Janet Roberts

By: Donna J. Hager  
Its: Chairperson

State of Rhode Island acting by and through its:  
Department of Children, Youth and Families

Kelli O'Keefe

By: Thomas M. Bolin  
Its: Exec. Dir.

100 Sockanosset, LLC

Kelli M. O'Keefe

By: Alfred Caputo  
Its: Member

Approval as to form

Richard M. Lynch  
Chairman, State Properties Committee

Richard B. Worley Asst. A.G.  
for Attorney General

Approval as to Substance

Thomas M. Bolin  
Public Member, State Properties Committee

Richard B. Worley  
Director of Administration

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STATE OF RHODE ISLAND

*Providence* SC

In *Providence*, Rhode Island, on this *30<sup>th</sup>* day of *April*, 1998, before me personally appeared *Ray J. Maza, Chair* of Rhode Island Refunding Bond Authority, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of said Rhode Island Refunding Bond Authority.

*[Signature]*  
Notary Public

STATE OF RHODE ISLAND

*Providence* SC

In *Providence*, Rhode Island, on this *17<sup>th</sup>* day of *February*, 1998, before me personally appeared *Shirley M. Maza* of Department of Children, Youth and Families, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of said Department of Children, Youth and Families.

*[Signature]*  
Notary Public

STATE OF RHODE ISLAND

SC

In *Wanwoick*, Rhode Island, on this *16<sup>th</sup>* Day of *February*, 1998, before me personally appeared Alfred Carpiolato of 100 Sockanosset, LLC, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of said 100 Sockanosset, LLC.

*[Signature]*  
Notary Public

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EXHIBIT A

EASEMENT AGREEMENT

LEGAL DESCRIPTION FOR THE BOND AUTHORITY TRACT

That certain tract or parcel of land situated on the southwesterly side of Sockanosett Cross Road in the City of Cranston, County of Providence and State of Rhode Island and Providence Plantations being a portion of the lot recorded in the City of Cranston as Assessor's Plat 14, Assessor's Lot 15 bounded and described as follow;

Beginning at a point in the southeasterly street line of said Sockanosett Cross Road, said point being the northwesterly corner of land of the City of Cranston, R.I. identified as Assessor's Plat 14 Lot 12 (Fire Station) and the northeasterly corner of the parcel herein described. Said point is also located a distance of 788.50' southeasterly as measured along the said southwesterly street line of Sockanosett Cross Road from a Rhode Island Highway bound at its intersection with New London Avenue (R.I. RT 2) at station PI+488 Lt. 290';

thence proceeding northwesterly along the said southwesterly street line of Sockanosett Cross Road a distance of 100.00' to the northwesterly corner of the premises herein described and the easterly corner of land of Chapel Associates, Inc. said land recorded in the City of Cranston as Assessor's Plat 14 Lot 1;

thence turning an interior angle of 90°-00'-00" and proceeding westerly a distance of 31.87' to a point of curvature;

thence proceeding westerly and southwesterly along the arc of a curve deflecting to the left and tangent to the previous course, having a central angle of 25°-31'-18" and a radius of 557.37' a distance of 248.27' to a point of tangency;

thence proceeding southeasterly tangent to the previous course a distance of 305.46' to corner;

thence turning an interior angle of 245°-01'-54" and proceeding westerly a distance of 234.22' to a corner. The last four herein described courses are bounded northwesterly by the said land of Chapel Associates, Inc.;

thence turning an interior angle of 90°-00'-00" and proceeding southerly, bounded westerly in part by the said land of Chapel Associates, Inc. and in part by land of the State of Rhode Island a distance of 175.00' to the southwesterly corner of the parcel herein described;

thence turning an interior angle of 90°-00'-00" and proceeding easterly a distance of 325.00' bounded southerly by said State land to a corner;



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thence turning an interior angle of  $270^{\circ}-00'-00''$  and proceeding southerly a distance of 345.00' - bounded westerly by said State land to a corner;

thence turning an interior angle of  $107^{\circ}-33'-51''$  and proceeding easterly a distance of 138.51' bounded southerly by said State land to a corner;

thence turning an interior angle of  $90^{\circ}-00'-00''$  and proceeding northerly 468.64' bounded easterly by said State land to a corner, said point being a point in the easterly boundary of land of the City of Cranston recorded as Assessor's Plat 14 Lot 13 (Library land);

thence turning an interior angle of  $118^{\circ}-09'-58''$  and proceeding westerly a distance of 23.15' to a point;

thence turning an interior angle of  $184^{\circ}-45'-32''$  and proceeding westerly a distance of 284.91' to a corner, the last two herein described courses are bounded northeasterly by the said Library Land;

thence turning an interior angle of  $244^{\circ}-28'-45''$  and running northerly and northeasterly bounded easterly by said Library Land a distance of 125.00' to a point of tangency;

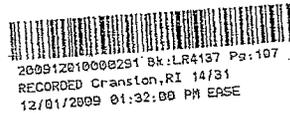
thence proceeding northerly and northeasterly along the arc of a curve deflecting to the right having a central angle of  $25^{\circ}-31'-18''$  and a radius of 457.37 and tangent to the previous course, having a distance of 203.73' to a point of tangency;

thence proceeding northeasterly, tangent to the previous course a distance of 31.87' to the point and place of beginning, the last two herein described courses are bounded easterly by said Fire Station Land.

The first and last herein described courses form an interior angle of  $90^{\circ}-00'-00''$ .

Said parcel contains 233,954 square feet (5.371 acres) of land.

EXHIBIT B  
to  
EASEMENT AGREEMENT



LEGAL DESCRIPTION FOR THE STATE TRACT

That certain tract or parcel of land situated on the northeasterly side of R.I. RT 37 in the City of Cranston, County of Providence and State of Rhode Island and Providence Plantations being recorded in the City of Cranston as a portion of Assessor's Plat 14, Assessor's Lot 15 bounded and described as follows;

Beginning at a point in the southwesterly freeway line of R.I. RT 37 said point being the southwesterly corner of Chapel Associates Inc. being recorded in the City of Cranston as Assessor's Plat 14 Lot 1, and the northwesterly corner of the parcel herein described. Said point is located a distance of 343.40' southeasterly from a Rhode Island highway bound at the intersection of Rhode Island highway plats No. 1361 & 201, also being the intersection of the said freeway line of R.I. RT 37 with the easterly highway line of New London Avenue (R.I. RT 2) as measured along the said freeway line;

thence proceeding southeasterly along the said freeway line of R.I. RT 37 a distance of 271.19' to a Rhode Island Highway Bound at station 161+75 Lt. 570';

thence turning an interior angle of 188°-59'-30" and proceeding southerly along the said freeway line a distance of 533.37' to a Rhode Island Highway Bound at station 165+50 Lt.150' and the southeasterly corner of the parcel herein described;

thence proceeding easterly along the arc of a curve deflecting to the left and non-tangent to the previous course having a central angle of 02°-23'-49" and a radius of 2850.00' a distance of 119.23' to a point of tangency said point being a Rhode Island Highway Bound at station PT-166+75.49 Lt.150';

thence proceeding easterly tangent to the previous course a distance of 633.94' to a point being the southeasterly corner of the parcel herein described;

thence turning an interior angle of 92°-26'-17" and running northerly a distance of 898.51' bounded easterly, by land of 100 Sockanosset LLC being recorded in the City of Cranston as Assessor's Plat 14 Lot 11 to a corner, said corner being the northeasterly corner of the parcel herein described;

thence turning an interior angle of 118°-09'-58" and running northwesterly a distance of 204.18' bounded northerly by land of the City of Cranston, (Library), Rhode Island Refunding Bond Authority (hereinafter "Bond Authority") to a corner;

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thence turning an interior of  $61^{\circ}-50'-02''$  and running southerly a distance of 468.64' bounded westerly by land of the Rhode Island Refunding Bond Authority (hereinafter "Bond Authority") to a corner;

thence turning an interior of  $270^{\circ}-00'-00''$  and running southerly a distance of 138.51' bounded northerly by land of the Bond Authority to a corner;

thence turning an interior of  $252^{\circ}-26'-09''$  and running northwesterly a distance of 345.00' bounded easterly by land of the Bond Authority to a corner;

thence turning an interior of  $90^{\circ}-00'-00''$  and running westerly a distance of 325.00' bounded northerly by land of the Bond Authority to a corner;

thence turning an interior of  $270^{\circ}-00'-00''$  and running northwesterly a distance of 90.41' bounded easterly by land of the Bond Authority to a corner;

thence turning an interior of  $81^{\circ}-21'-34''$  and running westerly a distance of 538.63 feet bounded northerly by the said land of Chapel Associates, Inc. to the point and place of beginning.

The first and last herein described courses form an interior angle of  $72^{\circ}-33'-31''$ .

Said parcel containing seven hundred ninety-six thousand three hundred two (796,302) +/- square feet of land, more or less, (17.280 acres).

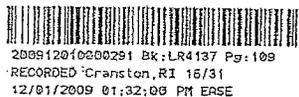


EXHIBIT C  
to  
EASEMENT AGREEMENT

LEGAL DESCRIPTION FOR THE DEVELOPER TRACT

That certain tract or parcel of land situated in the City of Cranston, County of Providence, State of Rhode Island, and more particularly bounded and described as follows:

Beginning at the northeast corner of said parcel at an iron rod set at a point 32.40 right of, and opposite, center line station 86+51.04 of the monumented railroad baseline. Said railroad being now or formerly the property of the Providence and Worcester railroad;

Thence running southwesterly for a distance of forty-nine and sixty-two hundredths (49.62) feet to a point 32.4 feet right of, and opposite centerline station 87+00;

Thence continuing southwesterly for a distance of one hundred one and eleven hundredths (101.11) feet to a point 31.3 feet right of, and opposite, centerline station 88+00;

Thence continuing southwesterly for a distance of one hundred one and eleven hundredths (101.11) feet to a point 32.2 feet right of, and opposite, centerline station 89+00;

Thence continuing southwesterly for a distance of one hundred one and thirteen hundredths (101.13) feet to a point 32.7 feet right of, and opposite, centerline station 90+00;

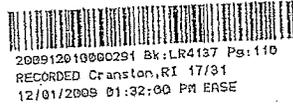
Thence continuing southwesterly for a distance of one hundred one and fourteen hundredths (101.14) feet to a point 32.7 feet right of, and opposite, centerline station 91+00;

Thence continuing southwesterly for a distance of eight-four and sixty-five hundredths (84.65) feet to a point 32.8 feet right of, and opposite centerline station 91+83.7;

Thence continuing southwesterly for a distance of sixteen and thirty hundredths (16.30) feet to a point 32.6 feet right of, and opposite, centerline station 92+00;

Thence continuing southwesterly for a distance of one hundred and no hundredths (100.00) feet to a point 33.0 feet right of, and opposite centerline station 93+00;

Thence continuing southwesterly for a distance of one hundred and no hundredths (100.00) feet to a point 32.9 feet right of and opposite, centerline station 94+00;



Thence continuing southwesterly for a distance of sixty-eight and no hundredths (68.00) feet to a point 32.9 feet right of, and opposite, centerline station 94+68;

Thence running northeasterly for a distance of nine and ten hundredths (9.10) feet to a point 25.3 feet right of, and opposite, centerline station 94+63;

Thence running southwesterly for a distance of thirty-seven and no hundredths (37.00) feet to a point 25.3 feet right of, and opposite, centerline station 95+00;

Thence running southwesterly for a distance of fifty-two and fourteen hundredths (52.14) feet to a point 25.18 feet right of, and opposite centerline station 95+52.14, for a corner, said point being marked by a Rhode Island Highway Bound; on the northeasterly highway line of Route 37, for a corner; said last thirteen courses bounded southeasterly by land now or formerly of the Providence and Worcester Railroad;

Thence turning an interior angle of  $100^{\circ}-02'-37''$  and running northwesterly along the northeasterly highway line of Route 37 for a distance of eight hundred seventy-three and no hundredths feet to a corner;

Thence turning an interior angle of  $87^{\circ}-28'-42''$  and running northeasterly, bounded northwesterly by land now or formerly of the State of Rhode Island for a distance of eight hundred ninety-nine and forty-four hundredths (899.44) feet to a corner;

Thence turning an interior angle of  $58^{\circ}-32'-11''$  and running southeasterly bounded northeasterly by land now or formerly of the City of Cranston, for a distance of one hundred eighty and fifty-four hundredths (180.54) feet to a corner;

Thence turning an interior angle of  $290^{\circ}-38'-13''$  and running northeasterly bounded northwesterly by land now or formerly of the City of Cranston, for a distance of four hundred and no hundredths (400.00) feet, to an iron rod on the northwesterly street line of Sockanosset Cross Road for a corner;

Thence turning an interior angle of  $82^{\circ}-20'-50''$  and running southeasterly along the northwesterly line of Sockanosset Cross Road for a distance of eight hundred forty-nine and fifty-eight hundredths (849.58) feet to the point and place of beginning, said last described course forming an angle of  $90^{\circ}-39'-51''$  with the first described course.

EXHIBIT D  
to

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EASEMENT AGREEMENT

LEGAL DESCRIPTION FOR THE EASEMENT AREA

**Easement 'E'**

That certain tract or parcel of land situated southwesterly of the City of Cranston Public Library located on the southeasterly side of Sockanosset Cross Road in the City of Cranston, County of Providence and state of Rhode Island and Providence Plantations being a portion of the tract of land owned by the Rhode Island Refunding Bond Authority (hereinafter "Bond Authority Tract) and being a portion of the tract of land owned by the State of Rhode Island (hereinafter "State Tract") which together comprise the lot recorded in the City of Cranston as Assessor's Plat 14, Lot 15 bounded and described as follows;

Beginning at the southwest corner of the easement herein described. Said point is also the northwest corner of land of 100 Sockanosset LLC being recorded in the City of Cranston as Assessor's Plat 14, Assessor's Lot 11. Said point being is also in the southwesterly line of land of the City of Cranston, being recorded in the City of Cranston as Assessor's Plat 14, Lot 13 (hereinafter the "Library Land"). Said point also being the northeasterly corner of said State Tract;

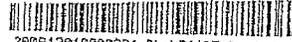
thence running in a northwesterly direction a distance of 204.18' to a point, said point being the easterly boundary of the Bond Authority Tract;

thence proceeding westerly a distance of 23.15' to a point, the last two herein described courses being bounded northeasterly by the said Library Land;

thence turning an interior angle of  $184^{\circ}-45'-32''$  and proceeding northwesterly bounded northeasterly by the said Library Land and by a portion of the Bond Authority Tract designated as "Easement A," a distance of 395.72' to a corner; said corner also being the easterly line of land of Chapel Associates, Inc. being recorded in the City of Cranston as Assessor's Plat 14, lot 1; said corner also being the northwest corner of the herein described easement;

thence turning an interior angle of  $64^{\circ}-28'-45''$  and running southwesterly bounded northwesterly by said Chapel Associates, Inc. land for a distance of 55.41' to a corner, said corner also being the southwest corner of the herein described easement;

thence turning an interior angle of  $115^{\circ}-31'-15''$  and running southeasterly bounded southwesterly by said Easement A and said Bond Authority Tract for a distance of 373.93 to a point;



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Thence turning an interior angle of  $175^{\circ}-14'-28''$  and running southeasterly bounded southwesterly by said Bond Authority Tract and said State Tract for a distance of 256.05' to a corner, said corner also being the southeast corner of the herein described easement, said point also being in the westerly line of said 100 Sockanosset LLC land;

Thence turning an interior angle of  $61^{\circ}-56'-55''$  and running northeasterly bounded southeasterly by said 100 Sockanosset LLC land for a distance of 56.66' to the point and place of beginning.

The first and last herein described courses form an interior angle of  $118^{\circ}-03'-05''$ .

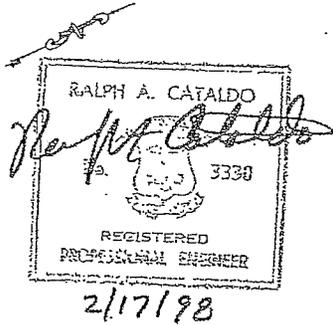
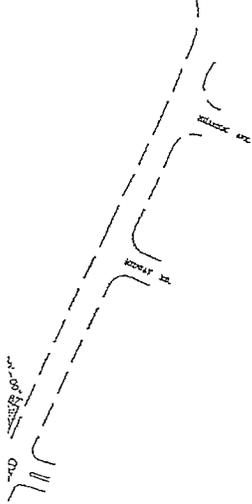
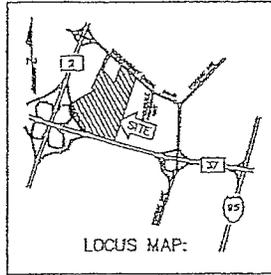
Meaning and intending to convey an easement across a strip of land fifty feet wide and parallel to the southwesterly boundary line of said Library Land from said land of 100 Sockanosset LLC to land of Chapel Associates, Inc.

Said easement containing thirty-one thousand three hundred twenty-five and 80/100's (31,325.8) +/- square feet of land, more or less, (0.719 acres).



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EASEMENT AGREEMENT BY AND BETWEEN  
 THE RHODE ISLAND REFUNDING BOND AUTHORITY  
 THE STATE OF RHODE ISLAND AND 100 SOCKANOSSET  
 LLC. DATED FEBRUARY, \_\_\_\_ 1998.

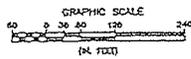


**REFERENCE PLANS:**

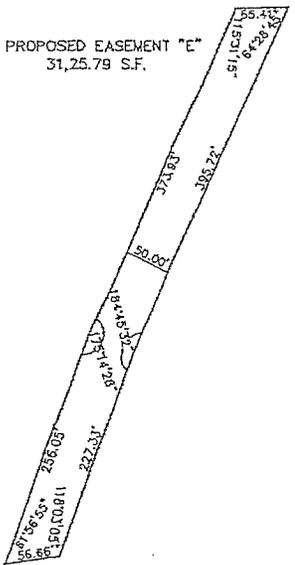
1. "SURVEY PLAN OF A.P. 14 LOT 1 SITUATED IN CRANSTON, RHODE ISLAND" PREPARED FOR THE STATE OF RHODE ISLAND PUBLIC FINANCING AUTHORITY, PREPARED BY CATALDO & ASSOCIATES, INC., WARWICK, RHODE ISLAND, JOB NO. C-3734, BKG. NO. 3740-1 SCALE 1" = 100' DATE MAY 10, 1990 SHEET 1 OF 2.
2. "CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, CRANSTON, RHODE ISLAND" PREPARED BY R.A. CATALDO ENGINEERING, PAWTUCKET, RI, PROJECT NO. 812251, SCALE 1"=85', DATE 11/30/94 SHEET 1 OF 1
3. "PROPOSED EASEMENT 'E', PREPARED BY NORTHEAST ENGINEERS AND CONSULTANTS, INC.
4. PLAN OF LAND PLAT 14, LOT 2 PREPARED BY NORTHEAST ENGINEERS AND CONSULTANTS, INC.
5. "CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, CRANSTON, RHODE ISLAND" PREPARED BY R.A. CATALDO ENGINEERING, JOHNSTON, RI, PROJECT NO. ETR-X-D4, DATE 2-12-98, SHEET 1 THROUGH 3

**NOTE:**

- 1.) BOND AUTHORITY TRACT & STATE TRACT ARE COLLECTIVELY PLAT 14 LOT 15
- 2.) EASEMENTS A,B,C, & D ARE GRANTED BY THE RHODE ISLAND REFUNDING BOND AUTHORITY AND THE STATE OF RHODE ISLAND IN FAVOR OF ASSESSOR'S PLAT 14 LOT 1



PROPOSED EASEMENT "E"  
 31,25.79 S.F.

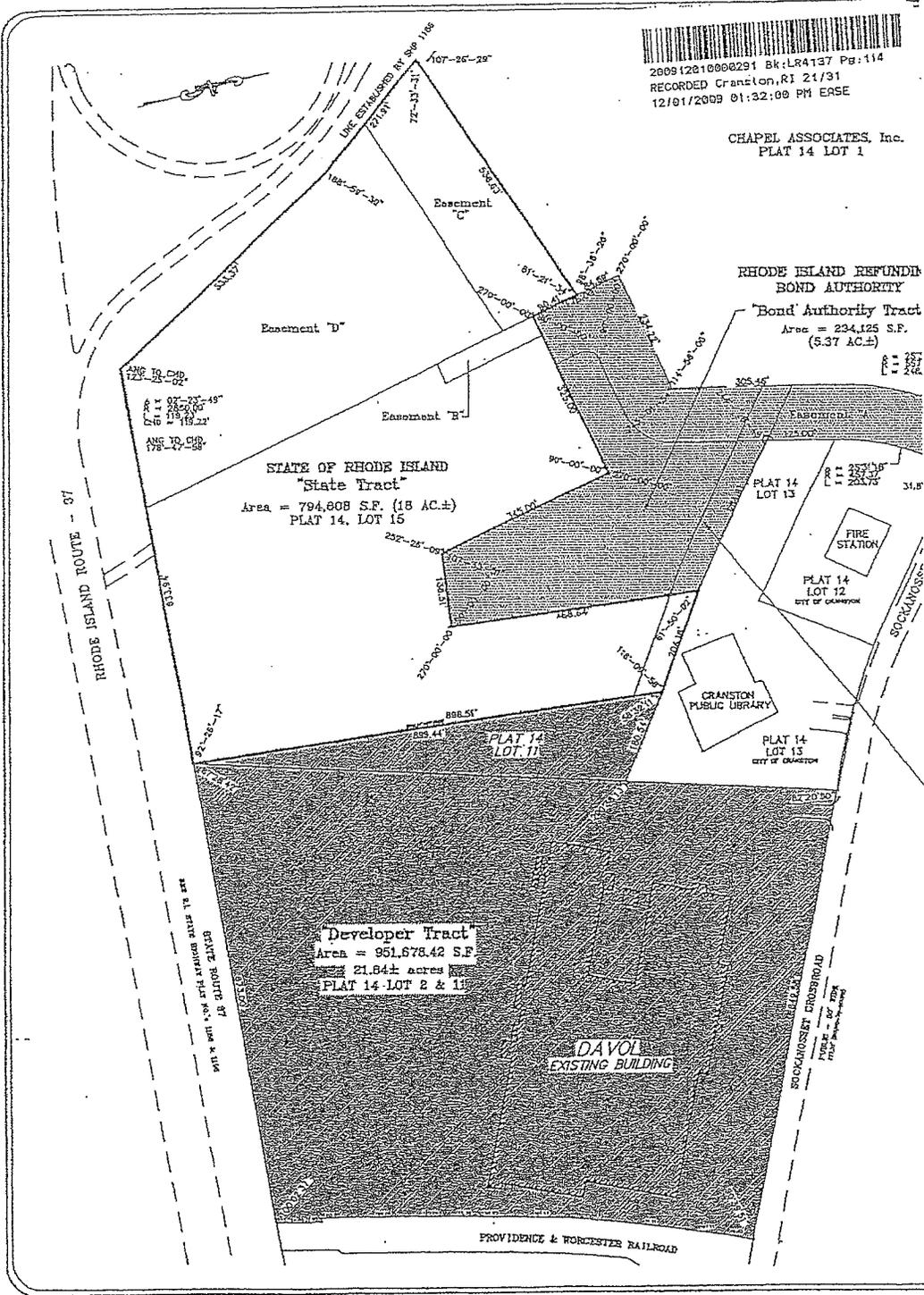


DETAIL (NTS)

REVISED	DATE	BY
CATALDO ASSOCIATES CONSULTING ENGINEERS ONE COMMERCE WAY JOHNSTON, RHODE ISLAND (+01) 400-3000 FAX (+01) 400-4117		
EASEMENT AGREEMENT EXHIBIT X - "SITE PLAN" <small>CRANSTON RHODE ISLAND</small>		
PROJECT ID: CR-X-D4 DATE: 2/12/98 SCALE: NTS REVISIONS: DRAWN: CHECKED: DRAWING NUMBER: <div style="text-align: center; font-size: 2em; font-weight: bold;">1</div>		
SHEET 1 OF 2		

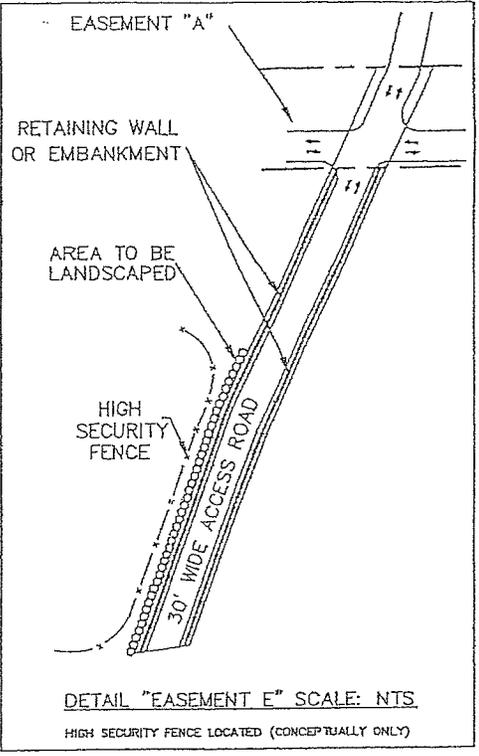
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CHAPEL ASSOCIATES, Inc.  
PLAT 14 LOT 1

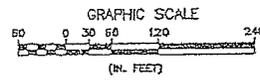


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sociates, Inc.



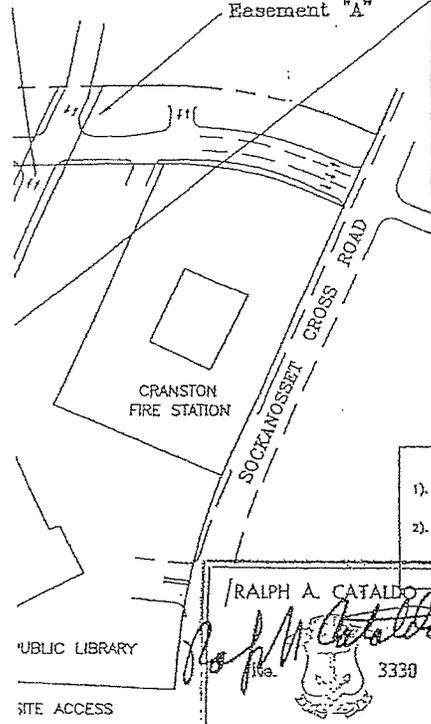
DETAIL "EASEMENT E" SCALE: NTS  
 HIGH SECURITY FENCE LOCATED (CONCEPTUALLY ONLY)



- NOTES:**
- 1). BOND AUTHORITY TRACT & STATE TRACT ARE COLLECTIVELY PLAT 14 LOT 15
  - 2). EASEMENTS A, B, C & D ARE GRANTED BY THE RHODE ISLAND REFUNDING BOND AUTHORITY AND THE STATE OF RHODE ISLAND IN FAVOR OF ASSESSOR'S PLAT 14, LOT 1

- REFERENCE PLANS:**
- 1). "PRELIMINARY BENCHMARK BASH" PREPARED BY R.A. CATALDO ENGINEERING, PANTUCKET, RHODE ISLAND, DATE: DECEMBER 5, 1994, SCALE 1"=40'
  - 2). "CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, CRANSTON, RHODE ISLAND" PREPARED BY R.A. CATALDO ENGINEERING, PANTUCKET, RI, PROJECT NO. R122.071, SCALE 1"=80', DATE 11/30/94, SHEET 2 OF 2

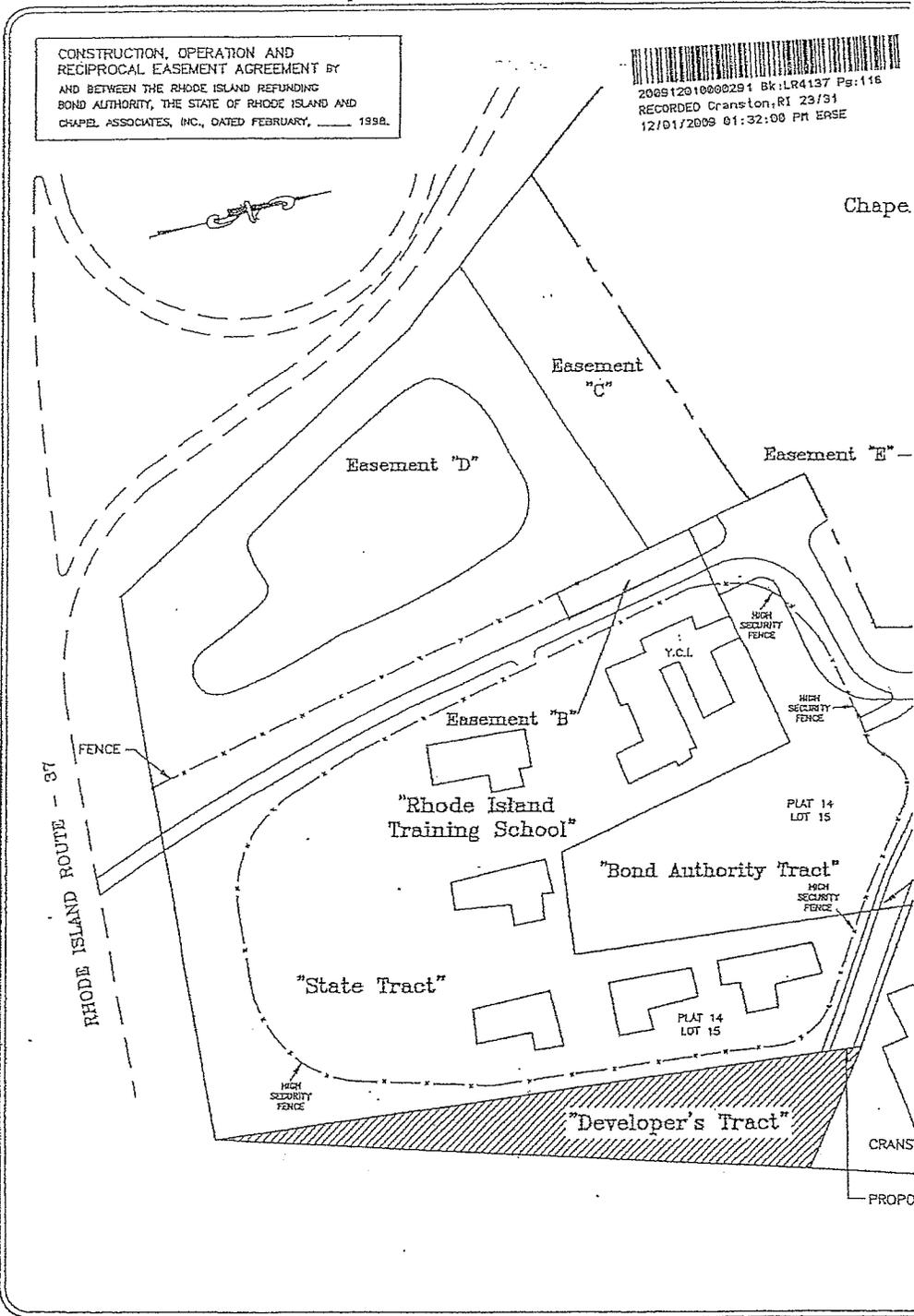
RALPH A. CATALDO  
 No. 3330  
 REGISTERED PROFESSIONAL ENGINEER  
 2/17/98



NO.	DATE	REVISIONS
1.	12/07/98	
<b>CATALDO ASSOCIATES</b> <b>CONSULTING ENGINEERS</b> ONE COMMERCE WAY JOHNSTON, RHODE ISLAND (401) 400-6000 FAX (401) 400-1117		
<b>SOCKANOSSET SITE IMPROVEMENTS</b> EXHIBIT X - 1 "SITE PLAN" CRANSTON RHODE ISLAND		
PROJECT NO. ENGINEER N122 2/16/98 SCALE: NTS REDLINED DRAWN CHECKED DRAWING NUMBER 		
SHEET 2 OF 2		

CONSTRUCTION, OPERATION AND  
RECIPROCAL EASEMENT AGREEMENT BY  
AND BETWEEN THE RHODE ISLAND REFUNDING  
BOND AUTHORITY, THE STATE OF RHODE ISLAND AND  
CHAPEL ASSOCIATES, INC., DATED FEBRUARY, \_\_\_\_\_ 1998.

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EXHIBIT Y

"SOCKANOSSET'S CONSTRUCTION WORK"

In this Exhibit Y, "Sockanosset's Construction Work" is all improvements, labor and materials to be performed on the Easement Area of the State Tract and Bond Authority Tract pursuant to the REA to which this Exhibit Y is attached and the requirements set forth in this Exhibit Y. All defined terms in this Exhibit "Y" shall refer to those definitions in the REA.

A. Drawings And Specifications

Sockanosset will cause to be prepared all plans and specifications, the ("Drawings and Specifications"), required for the construction and development of any proposed improvements to the Easement Areas, all at Sockanosset's sole cost and expense.

Sockanosset agrees that before Sockanosset commences Sockanosset's Construction Work, Sockanosset shall submit to the State and the Bond Authority, for their approval, the Drawings and Specifications in duplicate. If, within thirty (30) business days after the State and the Bond Authority shall have received a complete set thereof, the State and the Bond Authority shall not give notice of any comments thereon, then such complete set of plans and specifications shall be deemed approved by the State and the Bond Authority. If, within after thirty (30) business days the State and the Bond Authority shall have received such complete Drawings and Specifications, the State and the Bond Authority shall give Sockanosset notice of comments thereon, Sockanosset shall revise such submittal in accordance with said comments to the extent that said comments shall be in conformity with this Exhibit Y and the REA and are reasonable and meet generally accepted engineering standards, and resubmit such submittal, as so revised, to the State and the Bond Authority for approval. The procedure for approval and/or comments by the State and Bond Authority above set forth shall be employed until such Drawings and Specifications shall be finally approved by the State and the Bond Authority.

B. Permits

Sockanosset will apply for all required permits and approvals, the ("Permits and Approvals") from the State Building Inspector and any other State, Federal, or other Municipal body or agency necessary to complete Sockanosset's Construction Work. The State and the Bond Authority agree to cooperate with Sockanosset to obtain the Permits and Approvals including signing such applications as "Owner" and cooperating as reasonably required to obtain the Permits and Approvals all at Sockanosset's sole cost and expense

**C. Schedule & Notification**

Prior to the commencement of Sockanosset's Construction Work, Sockanosset shall submit to the State and Bond Authority the construction schedule and on the first day of each quarter during Sockanosset's Construction Work, Sockanosset shall submit to the State and the Bond Authority a revised construction schedule.

Sockanosset shall perform and complete all such work and materials and equipment as shall be required to construct the Easement Area as provided for on the Drawings and Specifications. "Utilities" means utilities, sanitary sewage, and storm water drainage, surface detention/storage, sediment control and outlet control structures; and "Access Drives" means driveways, curb cuts, road entrances and exits, traffic controls, and service areas.

Upon completion of the Sockanosset's Construction Work, Sockanosset shall furnish to the State and the Bond Authority "as-built" drawings of Sockanosset's Construction Work.

**D. Outline Specifications.**

Attached hereto are Outline Specifications for any work to be performed on the Easement Area. If site conditions, the Permits and Approvals from time-to-time issued for the Development (as defined in the REA) or Sockanosset's Construction Work, local codes or other requirements of local authorities, or insurance requirements, require differences in construction, said Drawings and Specifications shall be further modified and supplemented to reflect such differences.

**E. Construction Work by the State**

In the event that either the State wishes to make any improvements or alterations to the Easement Area such Party shall follow the same procedures outlined above for Sockanosset and Sockanosset's Construction Work.

OUTLINE SPECIFICATIONS  
TO EXHIBIT Y

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12/01/2009 01:32:00 PM EASE

Work to Be Performed On The Easement Area

A. General

1. Perform grading to allow a thirty (30) foot wide driveway on the entire length of Easement "E" to accommodate two driving lanes as shown on the Site Plan and in accordance with General Engineering Standards.
2. Sockanosset shall have a professional surveyor install control stakes and outline the location of the Tracts, prior to commencement of construction.
3. Any retaining walls shall be in accordance with plans reviewed and stamped by a registered professional soils engineer. Sockanosset shall provide protection via the use of a steel guard capable of preventing vehicles from crossing through or over the top of wall or guard in accordance with any and all applicable safety standards and code requirements. This wall shall be monitored during a period of time to be specified by a soils engineer.
4. Design, construction, certification (by a registered professional engineer), and the maintenance of any and all retaining walls and slopes necessary to achieve the site grading as shown on the Drawings and Specifications are the responsibility of Sockanosset.

B. Soils And Grading

1. A soils report regarding the Easement Area will be prepared by a professional soils engineer at Sockanosset's expense and delivered to the other parties prior to commencement of construction.
2. The fill shall not contain particles greater than 6" above 2 foot of finished grade.
3. If, in the opinion of the soils engineer, any of the following conditions could exist at the site, then specific construction recommendations shall be included in the soils report.
  - a. Shallow Rock
  - b. Boulder Fill
  - c. Uncontrolled Fill
  - d. Organic Material
  - e. Shallow Ground Water or Perched Water
  - f. Below Surface Voids and/or Caverns

4. Earthwork, including stripping and grubbing, proofrolling, placement and compaction of fill, stabilization and erosion protection of slopes and exposed areas, and construction of storm water detention structures, shall be monitored by a soils engineer at Sockanosset's expense, such monitoring shall occur no less frequently than monthly.
5. Sockanosset shall slope and compact the subgrade to the grade and cross section shown on the Plans and Specifications.
6. Sockanosset will provide and install all slope rip-rap, rock face and other materials (including landscaping) required between the High Security Fence and the roadway to built along the length of the easement.

### C. Utilities

#### 1. Storm Water

a. Storm water shall be effectively collected in an underground collection system which shall discharge via conveyances constructed by Sockanosset. Sockanosset shall provide a storm water management system- Storm water Management System Analysis, including all design, construction, and maintenance, of water storage, sedimentation control and outlet control, devices for any improvements including the design, installation, and maintenance of catch basins, manholes, and piping necessary to convey surface runoff from the surfaces located within Development to the drainage facilities constructed by Sockanosset on the Easement Area. Authority Tracts.

Sockanosset shall provide all design, construction, and maintenance of the physical means for conveyance of runoff so as to integrate all storm water flow into the overall approved storm water runoff in compliance with all applicable permits/approvals.

b. Sockanosset is to construct all storm sewers on the Development and off of the Development required by permit agencies.

c. During site construction, Sockanosset shall provide and maintain soil erosion, sediment control and temporary storm water management systems and facilities for the Developer Tract and the Easement Area as required by all applicable permits and approvals.

#### 2. Installation of New Utility Lines

a. Sockanosset may run water, sewer, gas lines, and any other utility lines under all portion of the Easement Area provided same meet generally accepted engineering practices.



b. Sockanosset may run electric lines, cable television lines, fire alarm lines, and any other utility lines under or above all portion of the Easement Area provided same meet generally accepted engineering practices.

3. Relocation of Existing Utility Lines

a. Sockanosset may relocate any water, sewer, gas lines, and any other utility lines under all or a portion of the Easement Area provided same meet generally accepted engineering practices in accordance with the Drawings and Specifications.

b. Sockanosset may relocate water, sewer, gas lines, and any other utility lines under or above all portion of the Easement Area provided same meet generally accepted engineering practices.

4. Sockanosset shall pay all tap fees and construction fees related to bringing utilities to the boundary of the Development Tract as shown on the Grading and Utility Plan, whether such fees be paid to an independent contractor or the utility company.

5. An as-built survey verifying utility location and elevations shall be provided to the State and Bond Authority.

D. Access Drive

The Access Drive, with associated lighting, curbs, berms, dividers (if any), sidewalks, drainage and striping, shall designed and construction of the Access Drives shall be at least to the standards required by all applicable Permits and applicable to the Development's anticipated traffic volume and vehicle mix (i.e., automobiles, single-axle trucks and double-axle trucks).

E. Off Site Work: Compliances and Mitigation Work

In the event Sockanosset is required to perform improvements by regulatory agencies as a condition to the construction, use or operation of the Development, including without limitation, traffic lights, road improvements, utility work and road widening.

0100  
GENERAL REQUIREMENTS

1.01

COMPLIANCE WITH LAWS AND REGULATIONS

In performing all engineering and construction obligations of Sockanosset under the Agreement, Sockanosset and all of Sockanosset's agents, employees, engineers and supervisors shall comply with all required

building and zoning codes, the Federal Occupational Safety and Health Administration (OSHA) Requirements, and other laws of all public authorities having jurisdiction. Sockanosset shall be responsible for all permits and licenses required by law for all such site construction.

1.02 WORKMANSHIP AND MATERIALS

All workmanship shall be of high quality and performed in a good, workmanlike manner. All materials shall be first class and of high quality.

1.03 UTILITIES

If Stand-by supervision and service is required for any utility due to incomplete construction by Sockanosset, then the costs of such stand-by supervision and service will be paid by Sockanosset.

1.04 INSURANCE AND INDEMNIFICATION

Sockanosset shall procure and maintain, at its own expense, the following forms of insurance, which insurance shall remain in full force and effect during performance of work or any supplementary work relating thereto, and until such time as the work is satisfactorily completed and accepted by Company.

a. WORKMEN'S COMPENSATION

Sockanosset's General Contractor shall maintain in force until the work is fully completed Workmen's compensation and Employer's Liability Insurance, in accordance with the requirements of the Workmen's Compensation and "occupational disease" laws of the state(s) having jurisdiction over the work.

b. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Comprehensive general liability insurance, including the products, completed operations, broad form property damage and contractual liability, with limits of not less than:

\$1,000,000 per occurrence and aggregate for Bodily Injury including death and \$1,000,000 per occurrence and aggregate for property Damage.

c. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Comprehensive Automobile Liability Insurance, including Employers non-ownership and Hired Car coverage, protecting against automobile claims whether on or off the Developer Tract, with Bodily Injury of not less than:

\$500,00 per person      bodily injury (including death)  
\$1,000,000 per person      bodily injury (including death)  
\$250,000 per person      property damage

SECTION 0200  
SITE SPECIFICATIONS AND CRITERIA

PART II  
1.01

PROTECT:

All necessary precautions to adequately protect personnel, public and private property, in the area of work.

PART III  
3.01

SURVEY:

Employ a competent Engineer or Land Surveyor, properly registered or licensed to practice in the political subdivision in which this project is located, to lay out the building and required 20' construction offsets, large retaining walls, drainage utilities, limits of perimeter slopes, access drive centerlines, and property bounds (corners).

3.02

Provide an "as-built" survey upon completion of Sockanosset's Construction Work depicting the location and elevation of all structures installed by the Sockanosset, as well as topographic site information sufficient in detail to determine compliance with the Site Drawings.

PART IV  
4.01

EARTHWORK

PROVISIONS FOR TRAFFIC

During the course of the work, make adequate provisions for both vehicular and foot traffic on all public and private roads and streets wherein the project is located. Gutters and waterways shall be kept open or other provisions made for the removal of storm water and for erosion control.

4.02

OBSTRUCTIONS

Drilling and blasting shall be done with all possible care. Blast shall be covered to prevent flying materials. Charges will not be so large so as to endanger or shake adjoining structures, or their occupants or contents.

PART V  
5.01

SITE DRAINAGE

WORK INCLUDED: Provided all labor, equipment, and materials necessary to construct the site drainage work depicted on the Plans and Specifications.

This work includes but is not limited to culverts, channels, piping, inlets,

outlets, etc., and their appurtenances. Furnish all the necessary equipment, labor, and materials and take all necessary actions and precautions for handling and continuously disposing of all sewage, seepage, subsurface and surface storm water runoff during and after completion of construction.

Sockanosset's site work shall not cause drainage problems so as to cause damage to the State Tract of the Bond Authority Tract nor impact the use of the State Tract and the Bond Authority Tract for any period of time.

PART VI  
6.01

**BLACKTOP PAVING FOR MODERATE AND TRUCK TRAFFIC AREAS:** Paving shall consist of one and one-half inches (1-1/2 ") of approved wearing surface, on top of one and one-half inches (1-1/2") of approved Binder Course. Blacktop shall be rolled to a minimum depth. Edges of paving shall be formed straight and uniform. Make certain before paving is begun that all surfaces are in satisfactory condition for applying the bituminous paving.

6.02

**PAINTED TRAFFIC MARKINGS:** Provide complete installation of painted traffic markings as required by reviewing agencies and the standards of the Federal Highway Administration Manual of Uniform Traffic Control Devices.

6.03

**GUARANTEE:** Any settling, heaving, buckling, or other defects including general base failure, shall be repaired in a commercially reasonable manner.

# **EXHIBIT 2**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF TRANSPORTATION

HIGHWAY

PLAT NO. 2733

2733

CITY OF: CRANSTON ROAD: POWER ROAD (A/K/A Howard Service Road)

FROM: STATION 0+00±at Sockanosset Cross Road TO: STATION 16+59±at Route 37

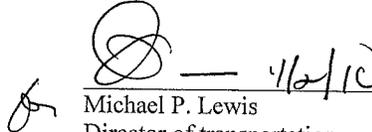
DESCRIPTION AND STATEMENT OF LAND, AND OTHER REAL PROPERTY, SITUATED IN THE CITY OF CRANSTON, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, AS SHOWN ON THE ACCOMPANYING PLAT NO. 2733 TAKEN FOR STATE HIGHWAY PURPOSES ON BEHALF OF THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS BY THE DIRECTOR OF TRANSPORTATION, PURSUANT TO THE PROVISIONS OF TITLE 37, CHAPTER 6 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED, TITLE 24, CHAPTER 10 ET. SEQ. OF THE GENERAL LAWS OF RHODE ISLAND, 1956 AMENDED AND PURSUANT TO THE PROVISIONS OF CHAPTER 111 OF THE PUBLIC LAWS OF RHODE ISLAND, 1970, ACQUISITION BY CONDEMNATION AUTHORIZED BY THE STATE PROPERTIES COMMITTEE ON THE **30th DAY OF MARCH, 2010.**

WHEREAS, under the provisions of Title 37, Chapter 6 of the General Laws of Rhode Island, 1956, as amended; and pursuant to the Provisions of Chapter 111 of the Public Laws of Rhode Island, 1970, provides that within six months after the State Properties Committee has authorized condemnation proceedings, the acquiring authority shall file in the office of the recorder of deeds or city/town clerk in the city or town where the land or other real property to be acquired is situated, a description of such land or other real property and also a plat thereof and statement that such land or other real property is taken pursuant to the provisions of Title 37, Chapter 6, of the General Laws of Rhode Island, 1956, as amended, Title 24, Chapter 10, Et. Seq. of the General Laws of Rhode Island, 1956, and pursuant to the provisions of Chapter 111 of the Public Laws of Rhode Island, 1970, and the nature of the Title to be acquired, which description, plat and statement shall be signed by the head of the acquiring authority, and upon the filing of such description, plat and statement the title of such land or other real property as set forth in such statement shall vest in the State of Rhode Island.

Now, THEREFORE, I, Michael P. Lewis, Director of Transportation, as head of the acquiring authority, pursuant to and in conformity with the provisions of Title 37, Chapter 6 of the General Laws of Rhode Island, 1956, as amended; Title 24, Chapter 10, Et. Seq. of the General Laws of Rhode Island, 1956, as amended; and Chapter 111 of the Public Laws of Rhode Island, 1970, do hereby within six months after the acquisition by condemnation proceedings of the hereinafter described land situated in the City of Cranston, County of Providence was authorized by the State Properties Committee, file this description of said land and also a plat thereof and this statement, which description, plat and statement are signed by me, that the title to said land and

other real property is on this 5th day of April, 2010, is taken pursuant to the provisions of Title 37, Chapter 6 of the General Laws of Rhode Island, 1956, as amended; Title 24, Chapter 10, Et. Seq. of the General Laws of Rhode Island, 1956, and pursuant to the provisions of Chapter 111 of the Public Laws of Rhode Island, 1970.

By this taking, the State of Rhode Island and Providence Plantations, acting by and through its Director of Transportation hereby obligated itself to construction or improvement of a Public Highway within the right-of-way shown upon the accompanying Plat No. 2733 incorporated herein by reference, and all owners of real estate abutting the State Highway Lines as therein described, as distinguished from Freeway Lines, if any, as therein described, their heirs, assigns and successors in title shall have rights of access to and from the public highway to be constructed or improved as part of this project, to and from their lands abutting the said State Highway Lines as herein described.

  
Michael P. Lewis  
Director of transportation

**HIGHWAY**

**PLAT NO. 2733**

Description of land taken for State Highway Purposes:

That certain land together with all buildings and improvements thereon, situated in the City of Cranston, County of Providence, State of Rhode Island and Providence Plantations, and delineated on Plat No. 2733 by the Rhode Island Department of Transportation, said land being further described as follows:

All that land lying within the following described State Highway Lines and all as defined on the above mentioned Rhode Island Highway Plat No. 2733 by the Rhode Island Department of Transportation, entitled Plat Showing Land in Cranston, County of Providence, Rhode Island, Taken for State Highway Purposes on Behalf of the State of Rhode Island and Providence Plantations.

**HIGHWAY**

**PLAT NO. 2733**

**PARCEL NUMBERS 1A, 2A & 3A**

In the City of Cranston, beginning at a point in the existing southerly State Highway Line of Sockanosset Cross Road as established by Rhode Island Highway Plat No. 2587-A, said point being forty seven and 22/100 (47.22') feet westerly from and opposite to Station 0+12.52 on the baseline of Power Road as shown on this Rhode Island Highway Plat No. 2733, said point being also at the beginning of a new State Highway Line as established by this Rhode Island Highway Plat No. 2733;

Thence proceeding south 39°13'40" east along the southerly State Highway Line as established by State Highway Plat No. 2587-A a distance of ninety four and 43/100 (94.43') to a point, said point being forty seven and 22/100 (47.22') feet easterly from and opposite to Station 0+12.52 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding southeasterly in a counter clock wise direction along the arc of a curve along the new State Highway Line, and bounded easterly by said City land, with a delta angle of 24°29'31" and a radius of four hundred eighteen and 00/100 (418.00') feet a distance of one hundred seventy eight and 68/100 (178.68') feet to a point being forty and 49/100 (40.49') feet

easterly from and opposite Station 2+07.55 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $27^{\circ}45'57''$  west along the new State Highway Line, and bounded easterly by said City land, a distance of seventeen and  $03/100$  ( $17.03'$ ) feet to a point, said point being forty and  $52/100$  ( $40.52'$ ) feet easterly from and opposite to Station 2+26.09, on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $27^{\circ}45'57''$  west along the new State Highway Line, and bounded easterly by said City land, a distance of fifteen and  $30/100$  ( $15.30'$ ) feet to a point being forty and  $01/100$  ( $40.01'$ ) feet easterly from and opposite to Station 2+42.46 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $25^{\circ}14'43''$  west along the new State Highway Line, and bounded easterly by said City land, a distance of one hundred nine and  $41/100$  ( $109.41'$ ) feet to a point being forty and  $03/100$  ( $40.03'$ ) feet easterly from and opposite to Station 3+51.87 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $39^{\circ}25'51''$  west along the new State Highway Line, and bounded easterly by land now or formerly of the State of Rhode Island (Department of Children, Youth and Families), a distance of eighty one and  $94/100$  ( $81.94'$ ) feet to a point being twenty five and  $84/100$  ( $25.84'$ ) feet easterly from and opposite to Station 4+25.13 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $25^{\circ}15'55''$  west along the new State Highway Line, and bounded easterly by said State land, a distance of ninety one and  $43/100$  ( $91.43'$ ) feet to a point being fifty one and  $36/100$  ( $51.36'$ ) feet easterly from and opposite to Station 5+06.58 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding southwesterly in a clock wise direction along the arc of a curve along the new State Highway Line, and bounded easterly by said State land, with a delta angle of  $65^{\circ}01'54''$  and a radius of one hundred and  $00/100$  ( $100.00'$ ) feet a distance of one hundred thirteen and  $50/100$  ( $113.50'$ ) feet to a point being sixty five and  $17/100$  ( $65.17'$ ) feet easterly from and opposite Station 5+80.42 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north  $89^{\circ}42'11''$  west along the new State Highway Line, and bounded southerly by said State land, a distance of one hundred nine and  $22/100$  ( $109.22'$ ) feet to a point being thirty nine and  $35/100$  ( $39.35'$ ) feet southerly from and opposite to Station 7+09.03 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding southerly in a counter clock wise direction along the arc of a curve along the new State Highway Line, and bounded easterly by said State land, with a delta angle of  $90^{\circ}00'00''$  and a radius of twenty five and  $00/100$  ( $25.00'$ ) feet a distance of thirty nine and  $27/100$  ( $39.27'$ ) feet to a point being forty and  $67/100$  ( $40.67'$ ) feet easterly from and opposite Station 7+55.38 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $00^{\circ}17'49''$  west along the new State Highway Line, and bounded easterly by said State land, a distance of fifty and  $00/100$  ( $50.00'$ ) feet to a point being sixty four and  $97/100$  ( $64.97'$ ) feet easterly from and opposite to Station 8+19.50 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north  $89^{\circ}42'11''$  west along the new State Highway Line, and bounded southerly by said State land, a distance of forty and  $00/100$  ( $40.00'$ ) feet to a point being twenty six and  $35/100$  ( $26.35'$ ) feet easterly from and opposite to Station 8+33.91 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south  $00^{\circ}17'49''$  west along the new State Highway Line, and bounded

easterly by said State land a distance of sixty three and 20/100 (63.20') feet to a point being thirty and 00/100 (30.00') feet easterly and opposite to station 9+01.40 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south 03°54'05" west along the new State Highway Line, and bounded easterly by said State land, a distance of one hundred eighty nine and 12/100 (189.12') feet to a point being thirty and 00/100 (30.00') feet easterly and opposite to station 10+90.53 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south 02°47'28" east along the new State Highway Line, and bounded easterly by said State land, a distance of five hundred eighty six and 27/100 (586.27') feet to a point being thirty and 00/100 (30.00') feet easterly and opposite to station 16+80.30 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 74°34'37" west along the State Freeway Line as established by State Freeway Plat 1186 a distance of sixty three and 16/100 (63.16') feet to a point being thirty and 00/100 (30.00') feet westerly from and opposite to station 16+60.56 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 02°47'28" west along the new State Highway Line, and bounded westerly by said State land, a distance of five hundred seventy and 04/100 (570.04') feet to a point being thirty and 05/100 (30.05') feet westerly from and opposite to Station 10+92.28 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 03°54'05" east along the new State Highway Line, and bounded westerly by said State land, a distance of one hundred ninety and 74/100 (190.74') feet to a point being thirty and 00/100 (30.00') feet westerly from and opposite to Station 9+03.29 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 00°17'49" east along the new State Highway Line, and bounded westerly by land now or formerly of Chapel Associates, LLC, a distance of thirty two and 00/100 (32.00') feet to a point being thirty and 08/100 (30.08') feet westerly from and opposite to station 8+69.79 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 00°17'49" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of one hundred nineteen and 72/100 (119.72') feet to a point being sixty four and 50/100 (64.50') feet westerly from and opposite to Station 7+78.72 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 63°04'29" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of one hundred sixty three and 20/100 (163.20') feet to a point being thirty four and 52/100 (34.52') feet westerly from and opposite to station 6+51.22 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south 89°42'11" east along the new State Highway Line, and bounded northerly by said Chapel land, a distance of ninety five and 44/100 (95.44') feet to a point being twenty one and 09/100 (21.09') feet westerly from and opposite to station 5+56.66 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 41°05'02" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of one hundred ten and 27/100 (110.27') feet to a point being thirty four and 25/100 (34.25') feet westerly from and opposite to station 4+32.69 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 25°15'55" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of nineteen and 83/100 (19.83') feet to a point being thirty eight and 74/100 (38.74') feet westerly from and opposite to station 4+09.12 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 25°15'55" east along the new State Highway Line, and bounded westerly by land now or formerly of Chapel Associates, LLC, Chapel Associates II, LLC, and land now or formerly of Residences One Thousand, LLC a distance of eighty eight and 80/100 (88.80') feet to a point being forty and 02/100 (40.02') feet westerly from and opposite to station 3+14.34 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 25°15'55" east along the new State Highway Line, and bounded westerly by land now or formerly of Residences One Thousand, LLC, a distance of ninety seven and 06/100 (97.06') feet to a point being forty and 46/100 (40.46') feet westerly from and opposite to station 2+18.92 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

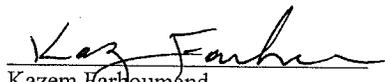
Thence proceeding northeasterly along the new State Highway Line in a clock wise direction along the arc of a curve along the new State Highway Line, and bounded westerly by said Residences land, with a delta angle of 24°51'01" and a radius of five hundred seventeen and 37/100 (517.37') feet a distance of two hundred twenty four and 39/100 (224.39') feet to the point and place of beginning;

The herein described tract is delineated as Parcels 1A, 2A, & 3A on this Rhode Island Highway Plat No. 2733 and contains one hundred nineteen thousand nine hundred nine (119,909±) square feet of land, more or less.

Provided however those certain parcels delineated and shown on State Highway Plat 2733 as "Remaining Portion of Easement-A - 7857 sq.ft." (abutting AP 14/Lot1-2) and "Remaining Portion of Easement-A 6684 sq.ft." (abutting AP 14/Lot 1-1) are hereby acquired subject to the terms, conditions, easements, rights and obligations as set forth in that certain document entitled "Construction Operation Reciprocal Easement Agreement by and between Rhode Island Refunding Bond Authority, Rhode Island Department of Children, Youth and Families and Chapel Associates, Inc." dated February 1998 and recorded in the Land Evidence Records of the City of Cranston at Book 1721, Page 144 on May 3, 2002. Said parcels are more particularly described in Exhibit A (2 pages) attached hereto.

  
Michel P. Lewis  
Director of Transportation

A true copy  
Attest:

  
Kazem Farhoumand  
Chief Engineer

The foregoing description and statement, together with Rhode Island Highway Plat No. 2733 were filed in the Office of the City Clerk in the City of Cranston on the 5<sup>th</sup> day of April, 2010

RI Department of Transportation  
REAL ESTATE  
Two Capitol Hill, Room 317  
Providence, RI 02903-1124



**EXHIBIT "A"**

**DESCRIPTION OF  
"REMAINING PORTION(S) OF EASEMENT AREA-A"  
AS SHOWN ON STATE HIGHWAY PLAT 2733**

**7.857 SQ. FT. of LAND ABUTTING ASSESSORS PLAT 14 LOT 1-2**

In the City of Cranston, beginning at a point, said point being thirty eight and 74/100 (38.74') feet westerly from and opposite to Station 4+09.12 on the baseline of Power Road as shown on this Rhode Island Highway Plat No. 2733, said point being bounded easterly by land now or formerly belonging to The State of Rhode Island (Department of Children Youth and Families), said point being also at the beginning of a new State Highway Line as established by this Rhode Island Highway Plat No. 2733;

Thence proceeding southwesterly in a clock wise direction along the arc of a curve bounded westerly by said State land with a delta angle of 21°50'46" and a radius of sixty three and 50/100 (63.50') feet a distance of twenty four and 21/100 (24.21') feet to a point;

Thence proceeding south 15°21'48" west a distance of nineteen and 77/100 (19.77') feet to a point;

Thence proceeding southerly in a clock wise direction along the arc of a curve bounded easterly by said State land with a delta angle of 26°14'22" and a radius of thirty two and 50/100 (32.50') a distance of fourteen and 88/100 (14.88') feet to a point;

Thence proceeding south 41°36'10" west a distance of thirty one and 72/100 (31.72') feet to a point;

Thence proceeding southwesterly in a clock wise direction along the arc of a curve with a delta angle of 49°42'44" and a radius of one hundred and 00/100 (100.00') a distance of eighty six and 76/100 (86.76') feet to a point;

Thence proceeding north 88°41'05" west bounded southerly by said State land a distance of eight and 41/100 (8.41') feet to a point;

Thence proceeding southwesterly in a counter clock wise direction along the arc of a curve with a delta angle of 86°25'05" and a radius of one hundred ninety eight and 00/100 (198.00') a distance of two hundred ninety eight and 64/100 (298.64') feet to a point being thirty and 08/100 (30.08') feet westerly from and opposite to Station 8+69.79 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 00°17'49" east along the new State Highway Line, and bounded westerly by land now or formerly of Chapel Associates, LLC, a distance of one hundred nineteen and 72/100 (119.72') feet to a point being sixty four and 50/100 (64.50') feet westerly from and opposite to Station 7+78.72 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 63°04'29" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of one hundred sixty three and 20/100 (163.20') feet to a point being thirty four and 52/100 (34.52') feet westerly from and opposite to station 6+51.22 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south 89°42'11" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of ninety five and 44/100 (95.44') feet to a point being twenty one and 09/100 (21.09') feet westerly from and opposite to station 5+56.66 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 41°05'02" east along the new State Highway Line, and bounded

westerly by said Chapel land, a distance of one hundred ten and 27/100 (110.27') feet to a point being thirty four and 25/100 (34.25') feet westerly from and opposite to station 4+32.69 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 25°15'55" east along the new State Highway Line, and bounded westerly by said Chapel land, a distance of nineteen and 83/100 (19.83') feet to the point and place of beginning;

The herein described tract is delineated as "Remaining Portion of Easement-A" abutting Assessors Plat 14/Lot 1-2 on Rhode Island Highway Plat No. 2733 and contains seven thousand eight hundred fifty seven (7,857±) square feet of land, more or less.

**6,684 SQ. FT. of LAND ABUTTING EASEMENT AREA ASSESSORS PLAT 14 LOT 1-1**

In the City of Cranston, beginning at a point in the existing southerly State Highway Line of Sockanosset Cross Road as established by Rhode Island Highway Plat No. 2587-A, said point being forty seven and 22/100 (47.22') feet westerly from and opposite to Station 0+12.52 on the baseline of Power Road as shown on this Rhode Island Highway Plat No. 2733, said point being bounded westerly by land now or formerly belonging to Residences One Thousand, LLC, said point being also at the beginning of a new State Highway Line as established by this Rhode Island Highway Plat No. 2733;

Thence proceeding south 39°13'40" east along the southerly State Highway Line as established by State Highway Plat No. 2587-A a distance of twenty four and 93/100 (24.93') feet to a point, said point being twenty two and 29/100 (22.29') feet westerly from and opposite to Station 0+12.52 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding south 44°18'47" west a distance of ninety four and 57/100 (94.57') feet to a point;

Thence proceeding in a counter clock wise direction along the arc of a curve with a radius of four hundred and 00/100 (400.00') feet and a delta angle of 18°40'48" a distance of one hundred thirty and 41/100 (130.41') feet to a point;

Thence proceeding south 25°37'59" west a distance of fifty six and 65/100 (56.65') feet to a point;

Thence proceeding in a clock wise direction along the arc of a curve with a radius of thirty eight and 00/100 (38.00') feet and a delta angle of 61°15'58" a distance of thirty five and 69/100 (35.69') feet to a point being forty and 02/100 (40.02') feet westerly from and opposite to station 3+14.34 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding north 25°15'55" east along the new State Highway Line, and bounded westerly by land now or formerly of Residences One Thousand, LLC; a distance of ninety seven and 06/100 (97.06') feet to a point being forty and 46/100 (40.46') feet westerly from and opposite to station 2+18.92 on the baseline of Power Road as shown on Rhode Island Highway Plat No. 2733;

Thence proceeding northeasterly along the new State Highway Line in a clock wise direction along the arc of a curve along the new State Highway Line, and bounded westerly by said Residences land, with a delta angle of 24°51'01" and a radius of five hundred seventeen and 37/100 (517.37') feet a distance of two hundred twenty four and 39/100 (224.39') feet to the point and place of beginning;

The herein described tract is delineated as "Remaining Portion of Easement-A" abutting Assessors Plat 14/Lot 1-1 on Rhode Island Highway Plat No. 2733 and contains six thousand six hundred eighty four (6,684±) square feet of land, more or less.

STATE PROJECT NO.	DATE	BY	SCALE	PROJECT NO.	DATE	BY	SCALE
	2010	1	3				

RHODE ISLAND  
DEPARTMENT OF TRANSPORTATION

PLAT  
SHOWING LAND IN  
**CRANSTON, RHODE ISLAND**  
ON BEHALF OF  
TAKEN FOR STATE HIGHWAY PURPOSES

**THE STATE OF RHODE ISLAND  
& PROVIDENCE PLANTATIONS**

BY THE  
**DIRECTOR OF TRANSPORTATION**  
ACQUISITION BY CONDEMNATION AUTHORIZED BY THE  
STATE PROPERTIES COMMITTEE ON

PURSUANT TO THE PROVISIONS OF TITLE 37, CHAPTER 6  
OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED,  
TITLE 24, CHAPTER 10 ET. SEQ. OF THE GENERAL LAWS OF RHODE ISLAND, 1956 AS AMENDED  
AND PURSUANT TO THE PROVISIONS OF CHAPTER 111 OF THE  
PUBLIC LAWS OF RHODE ISLAND, 1970.

FILED IN THE OFFICE OF THE CITY CLERK  
OF THE CITY OF CRANSTON  
ON THE \_\_\_\_ DAY OF \_\_\_\_, 2010

PLAT NO. 2733

**INDEX**

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	PLAT 2733

**LEGEND**

- S.H.L. - STATE HIGHWAY LINE
- S.F.L. - STATE FREEWAY LINE
- W.R.H.R. - RHODE ISLAND HIGHWAY BOUND TO BE SET
- R.H.I.H. - RHODE ISLAND HIGHWAY BOUND FOUND
- (C) P.C.B. - PERMANENT CUT EXISTENT BOUNDARY LINE

**REFERENCE**

- 1) STATE TRACT, UNDER SUBDIVISION # 1, LOT 14, SITUED ON SOCKANOSSET CROSS ROAD, CITY OF CRANSTON, RHODE ISLAND, AS SHOWN ON PLAT 2733, SCALE 1"=200'.
- 2) STATE TRACT, UNDER SUBDIVISION # 1, LOT 14, SITUED ON SOCKANOSSET CROSS ROAD, CITY OF CRANSTON, RHODE ISLAND, AS SHOWN ON PLAT 2733, SCALE 1"=200'.
- 3) LAND CONDEMNATION PLAN FOR CHATEL VEHICULAR CONDOMINIUM ASSOCIATION'S PLAT 14, LOT 1 (PART OF CHATEL VEHICULAR CONDOMINIUM ASSOCIATION'S PLAT 14, LOT 1) CITY OF CRANSTON, R.I. PREPARED FOR CHATEL ASSOCIATES, LLC DATED MARCH, 2008, SCALE 1"=200'

THE BOUNDARY LINES ESTABLISHED BY THIS PLAT NO. 2733  
ARE DELINEATED AND DEFINED AS FOLLOWS:

- STATE HIGHWAY LINE \_\_\_\_\_ WHERE THIS BOUNDARY SYMBOL IS UTILIZED EXISTING ACCESS REMAINS OR EQUIVALENT ACCESS SHALL BE MAINTAINED TO THE PROPERTY, ROADS, STREETS, OR HIGHWAYS TO THE ADJACENT TRAVELED WAY.
- FREEWAY LINE \_\_\_\_\_ WHERE THIS BOUNDARY SYMBOL IS UTILIZED ACCESS FROM ADJUTING PROPERTY TO THE BOUNDARY LINE IS PROHIBITED ACROSS SAID BOUNDARY LINE.

THE NAMES OF THE PERSONS SHOWN ON THIS PLAT ARE LISTED ONLY FOR AID IN THE IDENTIFICATION OF PARCELS AND SHOULD NOT BE CONSIDERED AS SUBSTITUTION OF TITLE.

ALL NAMES AND CONDUCTIONS OF INDIVIDUAL PARCELS HAVE BEEN TAKEN FROM ASSESSOR'S PLATS & RECORDS AS OF JANUARY 25, 2010.



CITY OF CRANSTON, RHODE ISLAND  
SOCKANOSSET CROSS ROAD  
NEW LONDON AVENUE (RT. 2)  
R.I. ROUTE 37  
LOWER ROAD

LOCUS MAP  
NOT TO SCALE

SUBMITTED \_\_\_\_\_ DEPUTY CHIEF ENGINEER, DEPT. OF TRANSPORTATION  
APPROVED \_\_\_\_\_ CHIEF ENGINEER, DEPT. OF TRANSPORTATION  
APPROVED \_\_\_\_\_ DIRECTOR OF TRANSPORTATION

BY: \_\_\_\_\_ PROFESSIONAL LAND SURVEYOR REC. NO. \_\_\_\_\_ DATE \_\_\_\_\_  
3 SHEETS SHEET NO. 1

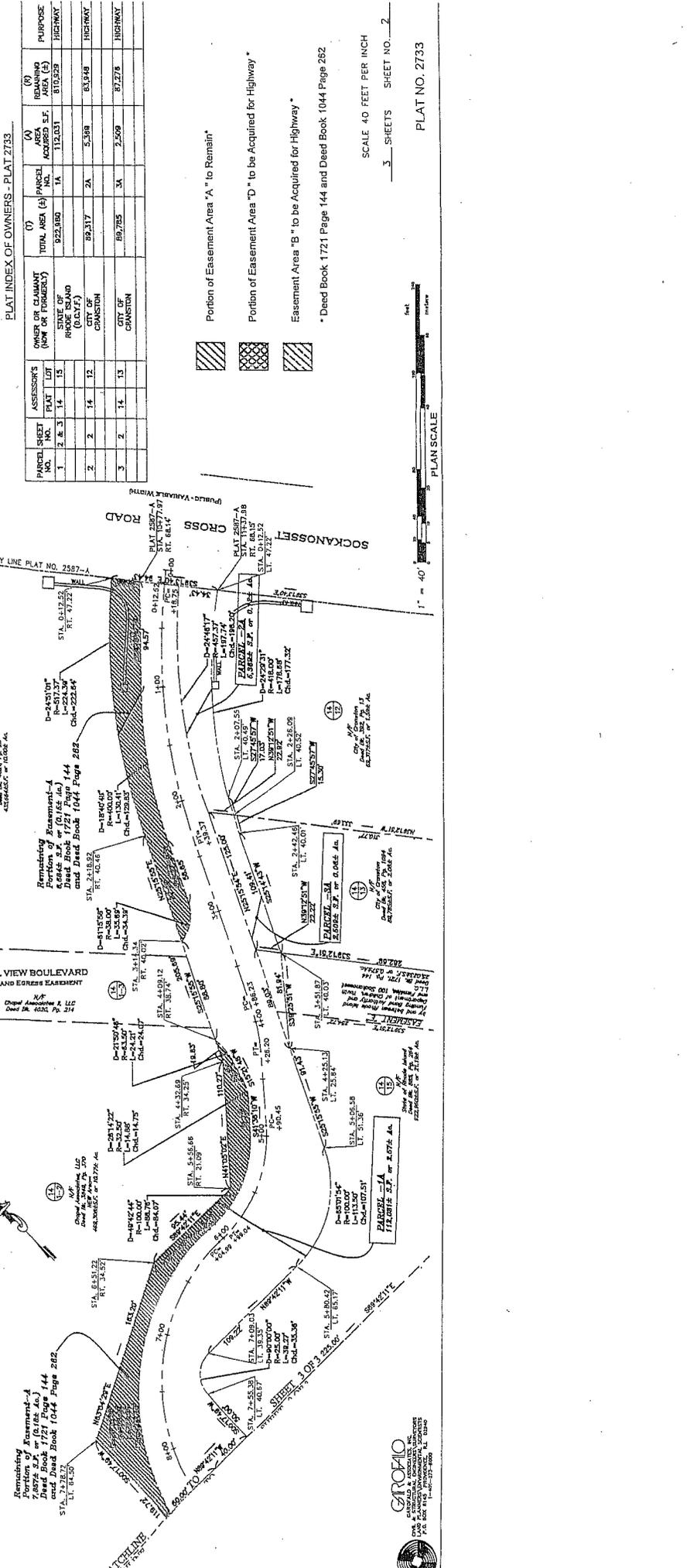
PARCEL NO.	STATE	PROJECT NO.	YEAR	ACQ. DATE	ACQ. TYPE	ACQ. PRICE	ACQ. DATE
1	R.I.	2010	2	3			

PLAT INDEX OF OWNERS - PLAT 2733

OWNER OR CLAIMANT (NOW OR FORMERLY)

PARCEL NO.	SHEET NO.	ASSESSOR'S PLAT LOT	TOTAL AREA (A) PARCEL ACQ.	AREA (B) REMAINING AREA (C)	PURPOSE
1	2 & 3	14, 15	922,850	112,031	810,829 HIGHWAY
2	2	14, 12	89,317	5,368	83,949 HIGHWAY
3	2	14, 13	89,735	2,508	87,227 HIGHWAY

STATE OF RHODE ISLAND  
DEPARTMENT OF TRANSPORTATION

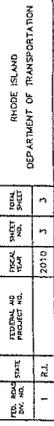


SCALE 40 FEET PER INCH  
3 SHEETS SHEET NO. 2  
PLAT NO. 2733

PROJ. ENGINEER  
GROFF  
2010

DATE	REVISION NO.	PROJECT NO.	SHEET NO.	TOTAL SHEETS	STATE
1	1	2010	3	3	R.I.

RHODE ISLAND  
DEPARTMENT OF TRANSPORTATION



INDEX OF OWNERS - PLAT 2733 - SEE SHEET 2

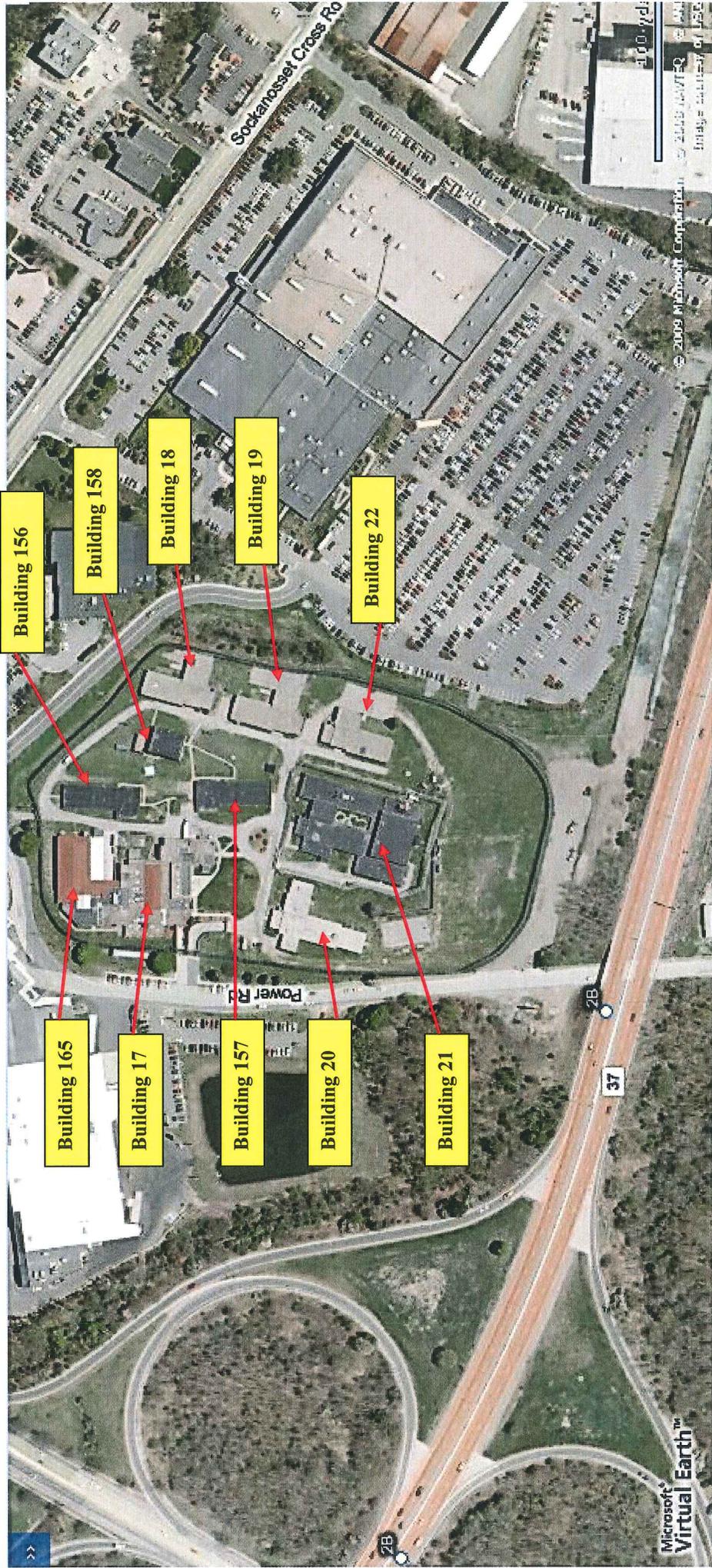
SCALE 40 FEET PER INCH  
3 SHEETS SHEET NO. 3

PLAT NO. 2733



**GAROFIO**  
CIVIL ENGINEERING & SURVEYING  
INC.  
1000 WEST MAIN STREET  
PROVIDENCE, RHODE ISLAND 02908  
TEL: 401-732-8200 FAX: 401-732-8200

# **EXHIBIT 3**



**BUILDINGS LOCATED AT THE PASTORE COMPLEX  
PROPERTIES DECLARED SURPLUS  
(ALL BUILDINGS LOCATED WITHIN THE FENCE  
LINE - FORMER BOYS TRAINING SCHOOL)**

# **EXHIBIT 4**



# **EXHIBIT 5**



# **EXHIBIT 6**



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

FIRE SAFETY CODE  
BOARD OF APPEAL AND REVIEW  
1 Regan Court  
Varley Building #46  
Cranston, RI 02920

Office (401) 462-0940  
(401) 222-3473  
FAX (401) 462-0941  
711 (TTY)

## DECISION

**MUNICIPALITY:** Cranston

**LOCATIONS OF PREMISES:**

**FILE NO.:**

DCYF Building # 18 - Power Road	110110
DCYF Building # 19 - Power Road	110111
DCYF Building # 20 - Power Road	110112
DCYF Building # 21 - Power Road	110113
DCYF Building # 22 - Power Road	110114
DCYF Building # 156 - Power Road	110115
DCYF Building # 157 - Power Road	110116
DCYF Building # 158 - Power Road	110117

**APPLICANT:** Mr. Brian Peterson  
101 Friendship Street  
Providence, R.I. 02903

**USE OR OCCUPANCY:** (Decommissioned Detention and Correctional)

The above-captioned cases were scheduled for hearing on July 26, 2011 at 1:00 P.M. At that time, Chairman Newbrook, Vice Chairperson Filippi and Commissioners Richard, Burlingame, Jsparro, Walker, Pearson and Dias were present. The fire service was represented by Chief of Inspections Scott Caron along with representatives of the Cranston Fire Department. A motion was made by Commissioner Walker and seconded by Commissioner Jsparro to grant the Applicant relief as outlined herein. The motion passed over the opposition vote of Commissioner Dias.

### FINDINGS OF FACT

During the July 26, 2011 hearing on this matter, the Board had before it a plan of action to secure and decommission the fire protection systems within the above-captioned facilities that are either vacated or in the process of being vacated. The Applicant has advised, and the Board finds, that this action is necessary because the steam lines, providing heat to these former detention and correctional buildings, are in a state of severe disrepair and that the buildings are further slated for eventual sale and/or demolition.

In any event, the Board finds that the detention and correctional occupancy of these buildings has now been abandoned and that the majority of these buildings are either completely vacant or are being used temporarily for more limited uses such as storage. The Board finds that none of these buildings shall be open to the public and that the physical security measures currently in place should prevent access by anyone other than authorized personnel. This was confirmed by the Board when, at the invitation of the Applicant, several Board members, along with members of the State and Cranston Fire Marshal's Offices, previously toured the subject complex.

The Board further finds that, with the temporary exception of buildings 165 and 17 (which shall maintain their current systems while occupied) the Applicant shall vacate, secure and remove all storage from the remaining buildings. The Board further finds that many of the buildings were only required to have sprinkler coverage under the former detention and correctional occupancy. The Board further finds that several of the smaller buildings may also not be required to maintain fire alarm systems in the absence of a detention and correctional occupancy classification.

The Board further finds that it has precedent for the review it is now being asked to undertake. Specifically, in 2009, the Board issued a Decision approving the decommissioning of the fire protection systems within the five (5) story former power plant, known as "Building 111-Pastore Complex". The Board notes that the decommissioning of the fire protection systems therein was coordinated with the State and Cranston Fire Marshals' Offices.

The Board further takes administrative notice that the hearing, immediately preceding this case, involved the requested decommissioning of a privately-owned multi-story mill complex maintaining a total area of approximately one quarter million square feet. (File No. 110120-334 Knight Street). In that case the Board granted relief in light of the fact that the complex had been damaged and vacated due to the historic flooding and the Warwick Fire Marshal's Office had no objection to a similar plan of action involving securing the complex and maintaining security patrols.

The Board finds that the Applicant's Plan of Action is to utilize the existing security fence to keep the public out of the complex and lock each building down with the same provisions that were used to keep the detainees within the buildings. The Board further finds that, according to the plan, all combustible and hazardous materials shall be removed and the cell block doors (and cells) shall be locked down to ensure the building is secured. The Board further finds that the plan calls for all windows, not rated for detention purposes, to be secured with plywood.

The Board finds that the Applicant shall maintain the fire protection systems in buildings 165 and 17 until such time as the limited operations therein are relocated. The Board finds that, under the Applicant's plan, exterior doors of the remaining buildings in

the complex shall be marked appropriately with signage approved by the Cranston Fire Department and/or the State Fire Marshal's Office. The Board further finds that the plan requires the posting of the decommissioned buildings on all exterior gates. The Board finds that the decommissioned buildings shall not be re-utilized or re-occupied for any other purpose unless the building has been declared "habitable or usable" by the appropriate regulatory agencies including the State Fire Marshal's Office. The Board finds that the subject buildings, with the exception of buildings 165 and 17, shall be emptied and vacated within thirty (30) days.

#### CONCLUSIONS AND VARIANCE REQUESTS

1. The Board hereby grants a time variance of one year, to allow the DCYF to discontinue fire protection services to the above-captioned buildings, in accordance with the Applicant's Plan of Action as outlined above. At the end of the one (1) year period, the parties are requested to report back and provide the Board with a status report. At that time, the Board will determine whether the above variance should be extended. The Board notes that this variance does not extend to Buildings 165 and 17 which shall be allowed to maintain the above-described limited occupancy and the existing fire protection systems until fully vacated. As a condition of this relief, the Board directs the Applicant to maintain the perimeter fencing and to further provide the State Fire Marshal's Office with a log of the roving security force assigned to patrol this complex four (4) times per day.

In granting this relief, the Board recognizes that the Cranston Fire Marshal's Office has expressed a number of concerns which shall be addressed at this time. The Board notes that the Cranston Fire Marshal is concerned that security for this complex

will only exist for a short time and then be forgotten. This is a legitimate concern and this is the reason that the Board has directed the Applicant to provide four (4) daily roving patrols with a log book made available to the State Fire Marshal's Office.

The Board further notes that the Cranston Fire Marshal is concerned about the presence of unauthorized people in the subject buildings. The Board notes that it is highly unlikely that unauthorized people will access this former detention complex. First, it is completely surrounded by very high fence with a hydraulically controlled gate system. Second, the majority of the individual buildings are hardened and secured for both entry and exit. Third, even if someone did enter, the fire load has been removed. Fourth, the buildings and the gates will all be properly posted for the responding firefighters. The hazards cited in the examples referenced by the Cranston Fire Marshal's Office simply do not exist in this case.

With regard to the issue of fairness, the Board notes that both the Cranston and State Fire Marshal's Offices have previously approved and/or supervised the decommissioning of the fire protection systems in other vacant building(s). A recent example of this was the above-referenced five (5) story power plant (Building 111-Pastore Complex). Privately owned and vacated buildings have also been authorized by the Board to be secured without the maintenance of fire protection systems. The most recent example of this was the above-referenced mill complex located at 334 Knight Street in Warwick. Accordingly, the Board notes that its approval of the decommissioning of fire protection systems in vacated buildings, with the proper safeguards in place, is not limited to publicly-owned properties.

## STATUS OF DECISION AND APPEAL RIGHTS

This Decision represents a comprehensive, integrated plan of fire safety for the above-captioned facility under the above-cited use or occupancy. Accordingly, every variance granted is conditioned upon the Applicant's timely and continued compliance with all of the directives of the Board. Every variance granted is further conditioned upon the continued use or occupancy of this facility under the above-cited classification reviewed by the Board. ( See: Board Rules and Regulations, section 6-2-17).

Failure of the Applicant to initially comply with the full Decision of the Board, within the stated time frame, shall void all variances granted herein. (See: Board Rules and Regulations, section 6-2-18) In the event of complete, timely and continued compliance with the full Decision of the Board, the above cited variances shall be deemed to have vested in the above-captioned facility. As long as this facility is in continued compliance with the full Decision of the Board, the above-cited variances shall remain with this facility in the absence of any change in use or occupancy mandating review under a separate classification of the Fire Code or a revision of the above-cited classification. . (See: Board Rules and Regulations, section 6-2-19). Such changes in use or occupancy of this facility, or failure to continually comply with the Board's Decision shall void all variances granted under the above-cited use or occupancy. If such change creates a new use or occupancy as outlined in R.I.G.L. 23-28.1-6, all variances granted under the original use or occupancy are void and this facility shall be reviewed under the newly created use or occupancy. . (See: Board Rules and Regulations, section 6-2-20).

The Applicant may appeal the Board's Decision, within thirty (30) days of the mailing date of this Decision, by commencing an action against the State Fire

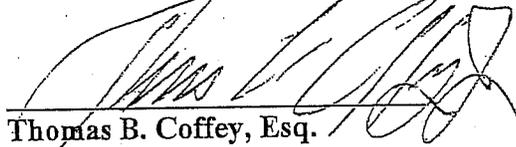
Marshal in the Sixth division of the District Court. Commencement of such an action does not operate as an automatic stay of this Decision [R.I.G.L. 42-35-15(c)].

FIRE SAFETY CODE  
BOARD OF APPEAL & REVIEW



Dana M. Newbrook  
Chairman

AS REPORTED:



Thomas B. Coffey, Esq.  
Executive Director

110110, 110111, 110112, 110113, 110114, 110115, 110116, 110117

Mailing Date: 10-12-11

cc: Applicant  
Cranston Fire Department  
State Fire Marshal

# **EXHIBIT 7**



# Commonwealth™

LAND TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Commitment Number: 3055390

1. Effective Date: August 16, 2011 at 8:00 a.m.

2. Proposed policy or policies to be issued:

(a) ALTA Owner's Policy (06-17-06) or Owner's Residential Advantage Policy (1-15-98)

PROPOSED AMOUNT: \$(to be determined)

PROPOSED INSURED: State of Rhode Island and Providence Plantations

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

State of Rhode Island and Providence Plantations, acting by and through the Department of Administration and the Department of Children, Youth and Families.

4. The land referred to in this Commitment is situated in the City of Cranston, the County of Providence, State of Rhode Island and is identified in accordance with Exhibit A attached hereto known and numbered as:

\* Power, Road, Assessor's Plat 14, Lot 15

Countersigned by:

Elliott W. Durfee



**COMMITMENT FOR TITLE INSURANCE**

**EXHIBIT A**

Commitment Number: 3055390

That parcel of land with all the buildings and improvements thereon, situated on the easterly side of Power Road (as shown on Rhode Island State Highway Map 2733) in the City of Cranston, County of Providence, State of Rhode Island, laid out and delineated as "Parcel B' 568,825± S.F. or 13.06± Ac. on that plan entitled: "POWER ROAD AND CITY OF CRANSTON FIRE STATION/LIBRARY PARCELS ADMINISTRATIVE SUBDIVISION OF A.P. 14 LOTS 12, 13, & 15 SITUATE ON SOCKANOSSET CROSS ROAD CITY OF CRANSTON R.I. PREPARED FOR DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES", which plat was recorded in the Records of Land Evidence of the City of Cranston on April 27, 2010 as Plat 801.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION 1**  
**Requirements**

Commitment Number:     **3055390**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay the premiums, fees and charges due to the Company for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to-wit:  
    (a) Deed from the State of Rhode Island and Providence Plantations, acting by and through the Department of Administration and the Department of Children, Youth and Families to proposed insured.

The following matters or documents must be resolved and/or produced to the satisfaction of the Company:

4. Pay all unpaid real estate taxes, sewer installation charges, sewer use charges, water use charges, water installation charges, fire service (water), fire district taxes and all other applicable municipal charges and assessments. Municipal Lien Certificate to be ordered and recorded.
6. Evidence of authority to enter into the proposed transaction to be produced and filed with the Company.

NOTE:     The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION 2**  
**Exceptions**

Commitment Number:     **3055390**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record an estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than the Proposed Insured or Proposed Mortgagor in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Unfiled mechanics' or materialmen's liens.
5. Riparian rights of others in and to the waters of any stream and/or rivers lying along and/or crossing the land, and any right, title and interest of others in and to any portion of the land consisting of filled tidal lands.
6. Taxes and municipal charges and any water and/or sewer charges and/or assessments.
7. Construction Operation Reciprocal Easement Agreement by and between Rhode Island Refunding Bond Authority, Department of Children, Youth and Families and Chapel Associates, Inc. recorded in Book 1721, Page 144.
8. Easement Agreement by and between Rhode Island Refunding Bond Authority, Department of Children, Youth and Families and 100 Sockanosset, LLC recorded in Book 4137, Page 94 and shown on Plat Card 801.
9. Conditions shown on Plat Card 624, 660, 714, and 765 and 801
10. Letter Agreement from Chapel View recorded in Book 3711, Page 257

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

# **EXHIBIT 8**

## PROPOSED DEED DESCRIPTION

That certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of Sockanosset Cross Road in the City of Cranston, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at a point on the southerly Highway line of Sockanosset Cross Road, said point being opposite station 11+37.98 right sixty eight and 15/100 (68.15') feet, as shown on State Highway Plat 2587-A;

Thence proceeding along the arc of a curve in a counter clockwise direction with a radius of four hundred eighteen and 00/100 (418.00') feet and a delta angle of  $24^{\circ}29'31''$  a distance of one hundred seventy eight and 68/100 (178.68') feet to a point, opposite station 2+07.55 left forty and 49/100 (40.49') feet as shown on State Highway Plat 2733;

Thence proceeding south  $27^{\circ}45'57''$  west a distance of thirty two and 33/100 (32.33') feet to a point opposite station 2+42.48 left forty and 01/100 (40.01') as shown on said Plat 2733;

Thence proceeding south  $25^{\circ}14'43''$  west a distance of one hundred nine and 41/100 (109.41') feet to a point opposite station 3+51.87 left forty and 03/100 (40.03') feet as shown on said Plat 2733, said point being the point and place of beginning of the herein described parcel;

Thence proceeding south  $39^{\circ}12'51''$  east a distance of two hundred sixty two and 69/100 (262.69') feet to a point;

Thence proceeding south  $43^{\circ}58'23''$  east a distance of two hundred fifty and 48/100 (250.48') feet to a point, the last five (5) courses bounded westerly and northerly by land now or formerly of the City of Cranston;

Thence proceeding south  $17^{\circ}51'39''$  west a distance of eight hundred ninety eight and 51/100 (898.51') feet to a point, on the northerly Freeway Line of Route 37, said point being north  $74^{\circ}34'37''$  west a distance of eight hundred seventy three and 00/100 (873.00') feet from a Rhode Island Highway Bound Found at Station 181+83±, left one hundred fifty more or less (150'±) feet, bounded easterly by land now or formerly of One Hundred Sockanosset, L.I.C.;

Thence proceeding north  $74^{\circ}34'37''$  west along said Freeway Line a distance of four hundred four and  $17/100$  (404.17') feet to a point, said point being opposite station 16+80.30 left thirty and  $00/100$  (30.00') feet as shown on State Highway Plat 2733;

Thence proceeding north  $02^{\circ}47'28''$  west along said highway line a distance of five hundred eighty six and  $27/100$  (586.27') feet to a point, said point being opposite station 10+90.53 left thirty and  $00/100$  (30.00') feet as shown on said Plat 2733;

Thence proceeding north  $03^{\circ}54'05''$  east along said highway line a distance of one hundred eighty nine and  $12/100$  (189.12') feet to a point, said point being opposite station 9+01.40 left thirty and  $00/100$  (30.00') feet as shown on said Plat 2733;

Thence proceeding north  $00^{\circ}17'49''$  east along said highway line a distance of sixty three and  $20/100$  (63.20') feet to a point, said point being opposite station 8+33.91 left twenty six and  $35/100$  (26.35') feet to a point as shown on said Plat 2733;

Thence proceeding south  $89^{\circ}42'11''$  east along said highway line a distance of forty and  $00/100$  (40.00') feet to a point, said point being opposite station 8+19.50 left sixty four and  $97/100$  (64.97') feet as shown on said Plat 2733;

Thence proceeding north  $00^{\circ}17'49''$  east along said highway line a distance of fifty and  $00/100$  (50.00') feet to a point, said point being opposite station 7+55.38 left forty and  $67/100$  (40.67') feet as shown on said Plat 2733;

Thence proceeding along an arc in a clock wise direction along said highway line with a radius of twenty five and  $00/100$  (25.00') feet and a delta angle of  $90^{\circ}00'00''$  a distance of thirty nine and  $27/100$  (39.27') to a point at the end of said curve, said point being opposite station 7+09.03 left thirty nine and  $35/100$  (39.35') feet as shown on said Plat 2733;

Thence proceeding south  $89^{\circ}42'11''$  east along said highway line a distance of one hundred nine and  $22/100$  (109.22') feet to a point, said point being opposite station 5+80.42 left sixty five and  $17/100$  (65.17') feet as shown on said Plat 2733;

Thence proceeding along an arc in a counter clock wise direction along said highway line with a radius of one hundred and  $00/100$  (100.00') feet and a delta angle of  $65^{\circ}01'54''$  a distance of one hundred thirteen and  $50/100$  (113.50') feet to a point at the end of said curve, said point being opposite station 5+06.58 left fifty one and  $36/100$  (51.36') feet as shown on said Plat 2733;

Thence proceeding north  $25^{\circ}15'55''$  east along said highway line a distance of ninety one and  $43/100$  (91.43') feet to a point, said point being opposite station 4+25.13 left twenty five and  $84/100$  (25.84') feet as shown on said Plat 2733;

Thence proceeding north  $39^{\circ}25'51''$  east along said highway line a distance of eighty one and  $94/100$  (81.94') feet to the point and place of beginning;

Said parcel contains  $658,825\pm$  square feet or  $13.06\pm$  acres more or less.

Said Parcel is subject to easements of record.

# **EXHIBIT 9**

## PURCHASE AND SALE CONTRACT

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS acting by and through the Department of Administration, with an address of One Capitol Hill, Providence, RI 02903 hereinafter called the “**Seller**” agrees to sell and \_\_\_\_\_ with a principal office located at \_\_\_\_\_ hereinafter called the “**Buyer**,” agrees to buy for good and valuable consideration upon terms hereinafter set forth, a parcel of land containing approximately 13.06 acres constituting that certain parcel of property identified in the land evidence records of the City of Cranston, Rhode Island identified as **Assessor’s Plat 14, Lot 15**, (the “**Property**”) as more specifically described in Exhibit A attached hereto and made of part hereof.

1. The Property is to be conveyed “**as is**” by bargain and sale deed and said deed shall convey all the Seller’s right title and interest in and to the aforesaid Property.
2. The purchase price for the Property shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the “**Purchase Price**”) of which Five Percent (5%), \_\_\_\_\_ Thousand and 00/100 Dollars (\$\_\_\_\_\_.00) (the “**Deposit**”), shall be paid within ten (10) business days of the Effective Date of this contract to Seller and the balance of which shall be paid to Seller upon the delivery and recording of the deed, hereinafter called the “**Closing**.” The Deposit and balance of the Purchase Price shall be paid to the Seller by wire transfer or certified check.) .
3. **Sale of the Property shall be contingent upon the following special conditions:**
  - a) The Buyer shall apply to the City of Cranston for municipal zoning approval or other relief, as necessary, at its sole cost and expense within 90 days of State Properties Committee approval of this Purchase and Sale Contract.
  - b) The Buyer shall close on the purchase of the Property within 45 days of municipal approval of its zone change application; provided, however, that in the event that an appeal is taken from municipal approval of Buyer’s zone change application, then closing may be delayed for a period of not more than one year.
  - c) The Buyer must commence construction of the approved project within one (1) year from the “**Closing**”. The Buyer must complete construction of the approved project within two (2) years thereafter. Completion shall be

determined by issuance of a "certificate of Occupancy" by the City of Cranston for the entirety of the approved project. The State shall retain a reversionary interest in the Property such that if the Buyer fails to commence construction of the approved project one (1) year from the Closing or fails to complete construction within two (2) years thereafter, then the State may exercise its option and title to the Property shall revert back to the State.

- d) A reverter clause, as follows, shall be included as Exhibit C to the bargain and sale deed utilized for this transaction:

The Grantee, or any successor or assign, shall commence construction of the approved project within one (1) year from the execution of this deed and shall complete the construction of the approved project, by issuance of a certificate of occupancy for the entirety of the approved project from the building officials of the City of Cranston, within two (2) years of the commencement of construction. If the Grantee defaults on its obligation to commence construction within the time frame as set forth herein, or fails to obtain a certificate of occupancy on the entirety of the approved project within two (2) years after construction commencement, then the Grantor shall have the right, at its sole discretion, to have title to the within described property conveyed back to Grantor by Grantee, or its successors or assigns.

If Grantee defaults on its obligation to commence construction of the approved project or fails to complete construction of the entirety of the approved project, not having obtained a certificate of occupancy from the City of Cranston's building officials, and the Grantor determines to exercise its option, then, Grantor shall notify the Grantee in writing, by registered mail return receipt requested, of Grantee's failure to comply with the above-referenced obligations and that Grantor is exercising its right of reversion of title to the property. Provided, however, that Grantor may, at its

sole discretion, offer the Grantee a reasonable period of time, not to exceed one hundred and twenty (120) days from the date of said notice, to cure such default. Grantor's right of reverter shall be enforceable by petition by Grantor to the Providence Superior Court, and shall be in addition to any other rights of Grantor in law or in equity for any default by Grantee.

- e) The Buyer shall have sixty(60) days from the effective date of this purchase and sale contract (the "Inspection Period") to satisfy itself as to the acceptability and suitability of the Property for purchase, including making the inspections set forth in Sub-section (1), below. In the event that Buyer is not be satisfied with the results of either the "Phase I" hazardous waste site assessment or condition of the Seller's title to the Property, then Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the purchase and sale contract shall be considered null and void and of no further force and effect and the deposit and any interest earned thereon shall be promptly returned to buyer.
- f) During the Inspection Period, Buyer shall have the right to examine title to the Property and to conduct a "Phase I" hazardous waste site assessment and such other non-invasive analyses, tests and engineering studies as Buyer may deem desirable. If: (a) Buyer notifies Seller by the expiration of the Inspection Period, that Buyer is not in its sole discretion, satisfied with Seller's title to the Property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of Buyer's title commitment, or the results of any "Phase I hazardous waste site assessment", then Buyer may terminate this purchase and sale contract by written notice to Seller, in which event the deposit shall be returned to Buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give

Seller timely notice of any title defects and the results of any "Phase I" hazardous waste site assessment, and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect or to address any condition on the Property discovered as a result of the aforementioned "Phase I" environmental site assessment.

g) This Section 3 shall survive Closing and be binding upon the parties.

4. Full possession of the Property is to be delivered, the Property to be then: (a) free of tenants and occupants and in the same condition as it is now in, reasonable wear and tear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in the deed cited above. As set forth in Section 3(f) above, the Buyer shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with terms of this clause and to conduct any other inspections necessary.
  
5. The Closing will be scheduled by mutual agreement of the Buyer and the Seller; however, except as provided herein, said Closing shall occur within forty-five (45) days of the final zoning approval unless extended in accordance with Section 3 (b) or 3 (f) above. The deed and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by the Seller and other necessary instruments are to be prepared by the Buyer. Buyer and Seller shall execute such additional closing documents as are customary and reasonable. Time is of the essence to this contract.
  
6. The Seller shall prepare a metes and bounds description of the Property that conforms with Exhibit A which said metes and bounds description shall be appended as an exhibit to the deed.
  
7. The Seller agrees to maintain the Property in its current condition until the Closing and will prevent and refrain from any use of the Property for any purposes or in any manner which would adversely affect the Buyer's intended use of the Property.

8. The terms and conditions aforesaid shall bind the heirs, successors, personal representatives and assigns of the parties, and this contract represents the final and total integration of the understanding of the parties.
9. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available at law or in equity including, but not limited to specific performance and a full return of the Deposit. In the event of a default by Buyer, then the Deposit shall remain with the Seller, which shall constitute full and complete liquidated damages and Seller shall have no further remedy at law or in equity for any default by Buyer.
10. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Contract and each agrees to indemnify the other against any claim, expense, or liability that may arise from a breach of this representation and warranty. This Section 10 shall survive closing.
11. The Property shall be conveyed subject to all restrictions set forth in Exhibit B attached hereto and made a part hereof which shall be appended as an exhibit to the deed.
12. This contract is subject to the City of Cranston's statutory right to purchase the Property as set forth in R. I. Gen. Laws § 37-7-5. In the event that the City of Cranston exercises its statutory right to purchase the Property, then this contract shall be null, void and of no further force or effect and the Deposit shall be refunded to the Buyer. Buyer shall have no recourse or claim against Seller or the State Properties Committee if the City of Cranston properly exercises its statutory right to purchase the Property.
13. This purchase and sale contract is subject to State Properties Committee approval and execution of the deed and associated documents. In the event that the State Properties Committee does not give its approval to the sale or does not execute the deed, then Seller shall refund the Deposit and the parties shall be relieved of all further obligations or liabilities hereunder. Buyer shall have no recourse or claim against Seller or the State Properties Committee if this contract or the deed are not approved or executed by the State Properties Committee.
14. Time is of the essence to the terms and provisions of this contract.
15. Buyer may, with prior written notice to Seller and subject to State Properties Committee approval, assign or otherwise transfer its interest under this contract to any entity directly controlled by Buyer or any entity directly controlled by Buyer and created by Buyer for the purpose of taking title to the Property (a "**Buyer Affiliate**"); provided, however, that no such assignment shall relieve Buyer of its obligations or liabilities under this contract and Buyer shall remain fully liable



19. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty (that is, damage or destruction which Seller reasonably believes could be in excess of \$500,000.00, Buyer shall have the option (to be exercised within twenty (20) days after Seller notifies Buyer of such event) either to terminate this contract or to consummate the transaction contemplated by this contract notwithstanding such destruction or material damage. Buyer's failure to make such an election within such twenty (20) day period shall be deemed an election to consummate the transaction. If Buyer elects to consummate the transaction contemplated by this contract, Buyer shall be entitled to settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall (x) at Closing and thereafter, execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items or insurance proceeds with respect thereto collected by Seller on or before Closing and (y) in connection with an event of damage or destruction to the Property, credit the Buyer at Closing with the amount of any applicable property insurance deductible. If, prior to Closing, there is any other damage or destruction (that is, damage or destruction which Seller reasonably believes would cost \$500,000.00 or less to repair, Seller shall either repair such damage prior to Closing or allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of repair, in which case Seller shall retain all insurance proceeds applicable to such damage or destruction.
22. The "Effective Date" of this contract shall be the date upon which it is approved and executed by the State Properties Committee.

IN WITNESS WHEREOF, the parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012

SELLER:

**[Remainder of Page Intentionally Blank. Signatures on following pages.]**

**DRAFT**

**STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION**

\_\_\_\_\_  
Director

State of Rhode Island  
County of Providence

In Providence on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared Richard A. Licht, to me known and known by me to be the Director of Rhode Island Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

On \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned, a notary public for the \_\_\_\_\_, personally appeared

- \_\_\_\_\_
- personally known to me - **OR** -
  - proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

**STATE PROPERTIES COMMITTEE**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the State Properties Committee.

**APPROVED AS TO TERMS AND CONDITIONS:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Attorney General

**APPROVED AS TO SUBSTANCE:**

**APPROVED:**

By: \_\_\_\_\_  
Director of Administration

By: \_\_\_\_\_  
Public Member

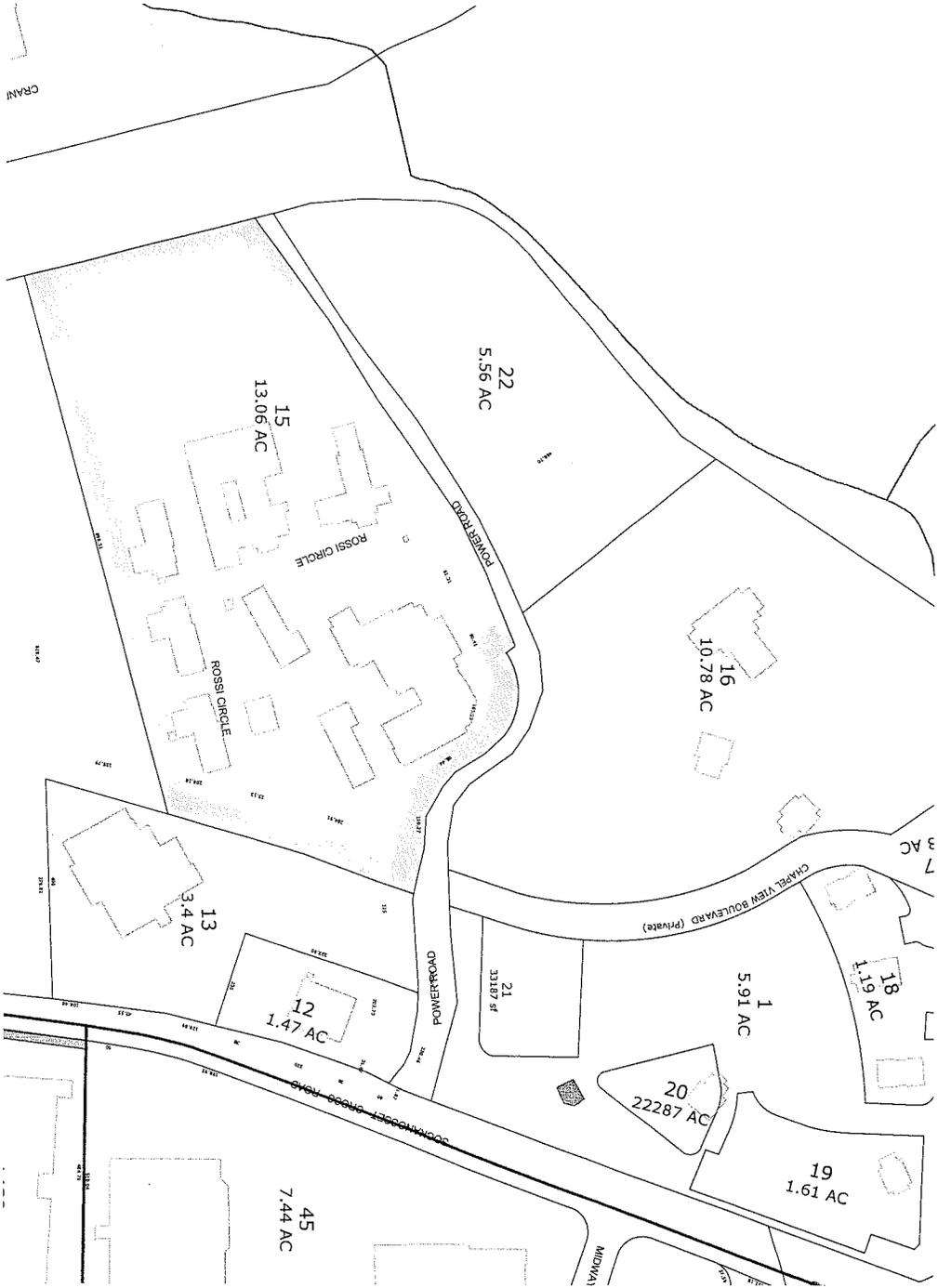
## Exhibit B

Attached hereto and made a part hereof:

The Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the parcel of land described in Exhibit A, that:

1. Any use of said parcel of land will be in compliance with "Appendix C," Title VI of the Federal Civil Rights Act of 1964, as amended, i.e., without discrimination as to race, color or national origin.
2. No billboard, sign or other outdoor advertising devices shall be erected upon said parcel of land other than those indicating ownership and type of activity being conducted on the premises and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of the Department of Administration and/or the Federal Highway Administration and subject to local zoning ordinances.
3. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.
4. The Grantee shall indemnify, save harmless, and defend the Grantor, State of Rhode Island, its departments, agencies and or employees, from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the "Rhode Island Hazardous Waste Management Act," R. I. Gen. Laws § 23-19.1-1, *et seq.*; the "Rhode Island Hazardous Substances Act," R.I. Gen. Laws § 23-24-1, *et seq.*; the "Rhode Island Rules and Regulations for Hazardous Waste Management", (2005); the "Oil Pollution Control Act," R.I. Gen. Laws § 46-12.5.1-1, *et seq.*; the "Comprehensive Environmental Response, Compensation and Liability Act", as amended, 42 U.S.C. 9601, *et seq.*; and the "Resource Conservation and Recovery Act," as amended, 42 U.S.C. 6901, *et seq.*, on, beneath, above or under the parcel of land herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under R.I. Gen. Laws § 23-19.1-1, *et seq.*, as amended or otherwise, and R.I. Gen. Laws § 46-12.5.1-1, *et seq.*, as amended or otherwise.

# **EXHIBIT 10**



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