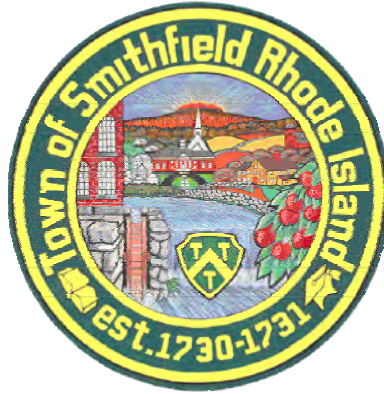
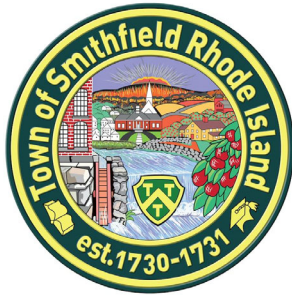




SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
September 19, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, SEPTEMBER 19, 2023
6:30 P.M.**

6:30 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Patty Maiorisi and Michael Romano for possible reappointment to a Town board or commission.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations: None.
- VI. Minutes:
 - A. Move that the minutes of the August 24, 2023 work session meeting on licensing procedures be approved as recorded.
 - B. Move that the minutes of the September 5, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Marcie DiOrio for possible reappointment to a Town board or commission be approved as recorded and sealed.
 - C. Move that the minutes of the September 5, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Juvenile Hearing Board reappointment with a term expiring in September of 2024.
 - B. Juvenile Hearing Board reappointment with a term expiring in September of 2026.

VIII. Public Hearings:

- A. Conduct a public hearing to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled “Taxation” to amend Article VI “Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
- B. Conduct a public hearing to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stone Wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7 sponsored by Council Member Sean M. Kilduff.
- C. Consider, discuss and act upon approving a new B-Victualler Liquor License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, to include outdoor seating/bar service, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit, Certificate of Good Standing from the RI Division of Taxation and a drawing of the outdoor seating area.

IX. Licenses:

- A. Consider, discuss and act upon approving a new Victualling License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit.
- B. Consider, discuss and act upon approving a new Entertainment License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2 as applied, subject to compliance with all State regulations and local ordinances.
- C. Consider, discuss and act upon approving a new Solicitation License for “Power Home Remodeling Group”, soliciting home improvement solutions, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitation may take place between the hours of

9:00 a.m. to 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council.

- D. Consider, discuss and act upon approving the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.

- 1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)

- E. Consider, discuss and act upon approving a new Peddler's License for Palagi 2000, Inc. d/b/a "Palagis Ice Cream, to sell frozen treats from a truck with RI Reg.# 109950, 55 Bacon Street, Pawtucket, RI, subject to compliance with all State regulations and local ordinances.

X. Old Business: None.

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Metropolitan Area Planning Council as Agent for the Greater Boston Police Council, with Allegiance Trucks, LLC of Warwick, RI for the purchase of one (1) new international HV607 41,000 GVW Cab and Chassis truck for one hundred twenty-three thousand, four hundred eighty-one dollars and eighteen cents (\$123,481.18).
- B. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of a GVW Cab and Chassis truck through the Smithfield Capital Lease Fund.
- C. Sitting as the Smithfield Water Supply Board, consider, discuss and act upon a request for waiver of water main extension based on the Code of Ordinances, Chapter 350 Water Line Extensions, Article 1 Construction of Waterlines and Other Water Capital Equipment by Private Developers, Section 350-1 Extension of Water Service Article 1.C.
- D. Consider, discuss, and act upon a bid award for interior painting at the Town Hall.
- E. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract, through the RI Master Price Agreement, with the lowest qualified bidder for a grandstand and press box for the Boyle Athletic Complex.
- F. Consider, discuss, and act upon adopting a resolution to place Smithfield Land Trust, recreation, and open space properties in a Municipal Public Trust sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: FRIDAY, SEPTEMBER 15, 2023

The public is welcome to any meeting of the Town Council or its sub-committees. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

**MINUTES OF SMITHFIELD TOWN COUNCIL
LICENSING BOARD
WORK SESSION**

Date: Thursday, August 24, 2023

Place: Smithfield Town Hall

Time: 7:00 P.M.

Present:

Town Council President T. Michael Lawton
Town Council Member Sean M. Kilduff
Town Council Vice President Michael P. Iannotti
Town Council Member Rachel S. Toppi
Town Council Member John J. Tassoni, Jr. (excused)
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone
Town Clerk Lyn M. Antonuccio
Deputy Town Clerk Katie Closson

A. President Lawton calls the August 24, 2023 Work Session to order at 7:18 p.m.

B. Emergency Evacuation and Health Notification.

C. Discussion Items:

1. Discuss draft Smithfield Licensing Board Procedures.

Town Clerk Antonuccio states that the licensing process should have been looked at some time ago to update the process. Town Clerk Antonuccio further states she has been researching other municipalities to see what their procedures were. Town Clerk Antonuccio also states that she has put together in combination with some of other municipalities language and general laws in regards to registrations, relocations, licensing, regulations, etc.; a packet that she hopes the Town Council will consider.

Town Clerk Antonuccio explains that the packet consists of every part of the procedure, states this will range from starting a business registration, all the way to getting their Certificate of Occupancy. Town Clerk Antonuccio further explains that the cost of the licenses will not change, nor will the paperwork, but rather the process itself. Town Clerk Antonuccio also explains she would like to see more consistency in how the licenses process is done, more complete packages in total, less piecemeal. Town Clerk Antonuccio states that the only portion that should not be included is the complete package is the final approval from the Department of Health, which is always last.

Member Kilduff states that all requirements need to be satisfied, except for the Department of Health approval to be put on a council agenda. Solicitor Gallone questions if the Department of Taxation would also fall under the requirements. Town Clerk Antonuccio states that the renewal process starts in June and July, and that there is plenty of time for the license holders to get that settled with the Division of Taxation. Member Toppi questions what the bigger hindrance is; the Department of Health or the Division of Taxation. Town Clerk Antonuccio states the Department of Health cannot inspect and give approval until the very end when coolers are on, and when everything is set up. Town Manager Rossi states this would be in

reference to new licenses, that with renewals the hindrance is the Division of Taxation. Town Clerk Antonuccio points out the difficulty is repeat offenders, and their lack of expediency.

President Lawton asserts that the Town Council sometimes see license holders 3 or 4 times before them and should stop letting it go and the repeat offenders know this and take advantage of the Town Council's leniency. President Lawton suggests that perhaps if it is second offense, the license holder is temporarily shut down until the requirements are satisfied. Town Clerk Antonuccio states that is where the proposed penalties may come into play. Town Manager Rossi explains that the penalties can be imposed "up to" the amounts Town Clerk Antonuccio has listed. Town Manager Rossi adds that the Town Council would at their discretion, mete out the penalties based on the license holder's history and severity of the delay in the licensing process. Member Kilduff states he has always felt bad for the restaurants and other license holders that fulfilled their requirements in a timely manner, while the Town Council gave extensions to those who habitually postpone license renewals. Vice President Iannotti asks the percentage of license renewals come in before October 1st. Town Clerk Antonuccio answers that this year is a decent amount have started renewing but overall the average percentage by October 1st is around 50%.

President Lawton asks how the license holders receive the renewal packets. Town Clerk Antonuccio explains that they receive a renewal packet by mail with proper applications, due dates, form letter with instructions, and costs.

Member Toppi questions at what stage do the license holders need to be in to be served a summons for a show cause hearing. Town Clerk Antonuccio states that a summons is served a month before they are to be heard by the Town Council. Member Toppi questions why the delivery of the summons is by the Smithfield Police, because a business owner had reached out to her and said she was embarrassed that this occurred. Member Toppi also questions why the Town Sergeant isn't delivering the summons to the businesses. Town Manager Rossi replies that they have used the Town Sergeant in the past, but that the environment now is different, and it's a matter of safety in regards to the individuals delivering the summons. Town Manager Rossi states that maybe using the Town Sergeant can be done on a case by case basis. Town Clerk Antonuccio agrees that serving summons to establishments with liquor licenses should require the Smithfield Police and other businesses can be served by the Town Sergeant.

Member Kilduff inquires how many Class D Limited Club licenses has the Town issued. Deputy Town Clerk Closson replies that the Town has issued three, The Sportsmen's Club, Portuguese American Club and the Smithfield Elks Lodge. Town Clerk Antonuccio states we have one Class C Bar license, it's the Pub at The Villages at Waterman Lake, it's a Bar license because they don't serve food.

President Lawton questions the process of how the Town Council would make procedural changes and whether they would approve or deny these requests to the licensing process and be added to the Ordinance. Town Manager Rossi and Town Clerk Antonuccio agree in the affirmative that would be the process to change. Town Solicitor Gallone replies that these are Town Clerk Antonuccio's general observations about the licensing process and where improvements can be made.

President Lawton asks if August is a slow time for processing licenses and January the busiest, because the vast majority of the licensing expire on December 1st. Town Clerk Antonuccio answers that there is currently a big push to get them done now in time before they expire. Town Clerk Antonuccio says her hope is that there are some small improvements that can be made at the start of the year. Town Manager Rossi states that he believes there can be some changes made even earlier than that.

Member Kilduff questions if there are any problems with establishments that have been grandfathered into the system with some of the older rules that are clearly in violation. Member Kilduff gives the example of “premise is located within 200 feet of a school, or places of public worship”, this rule is a basis for denial or approval and gives the example of the “Cedar Spill Smoke Shop” that is near to a school. Town Manager Rossi states that property is in the general law and is exempt, certain exclusions in the statute that were approved by the general assembly on the state level. Town Solicitor Gallone explains that the statute has hundreds of exceptions for restaurants and bars. Town Clerk Antonuccio states that with the exceptions, those restaurants and bars do have guidelines that they must adhere to in order to operate. Town Clerk Antonuccio further states that “Mai Thai Cuisine” is across the street from a school, they cannot serve alcohol until after school is closed. Town Clerk Antonuccio also states the council can create restricted hours to serve. Vice President Iannotti inquires how late alcohol can be served in an establishment. Town Clerk Antonuccio explains that alcohol can be until 1:00 a.m., and the employees have until 1:30 a.m. to leave the premises.

2. Discuss ways to streamline the licensing process.

Town Manager Rossi states that Town Clerk Antonuccio will be working with Tax Assessor Christopher Celeste as well as IT Director Dave Duchesneau to get the licensing process moved online to ViewPoint. Town Manager Rossi further states that the Building Department is already using this system to issue Building Permits as well as the Town Clerk’s Office is using ViewPoint for Dog Park registrations. Town Manager Rossi also states that he hopes moving the license process to ViewPoint will get license holders to renew faster, eliminating the need to pursue current license holders, and signing off on documents can be completed faster. Town Manager Rossi explains that instead of a license holder having to bring the documents from the Smithfield Police Department to The Building Department, a notification could be sent and the time saved could result in license renewals being efficient. Town Clerk Antonuccio states the framework is in place, and she needs to hone the workflow of the process and the pricing. Town Clerk Antonuccio further states that Assessor Celeste is going to assist with the Business Registration, so payments can be made online as well as paying for the abutter’s list through ViewPoint which will eliminate the need to visit multiple offices and make separate payments. Town Clerk Antonuccio also states that the public kiosk computer in the Town Clerk’s Office that is currently used for Dog Park registrations could be outfitted with the licensing portion of ViewPoint so that anyone unfamiliar could have a tutorial.

3. Discuss potential amendments to licensing ordinances.

Member Kilduff states that the Special Dance license fee of \$1 should be eliminated. Town Clerk Antonuccio states that Special Dance Licenses cannot be combined with the Entertainment license

because of the statute. Town Solicitor Gallone agrees that the statute does not allow for them to be combined. President Lawton states that the Town Council can wave the fee when approving the license. Member Kilduff states that it feels disingenuous to charge a \$1 to a new business for the Special Dance License. Member Kilduff feels that the Pinball/Arcade individual machine cost of \$20 should be eliminated. Member Kilduff questions the Dog License Fee of \$8, if it was related to the Dog Park. Deputy Town Clerk Closson explains the \$8 Dog License fee is unrelated to the Dog Park, rather it is the fee to register your dog with the Town of Smithfield, per state law. Member Kilduff questions the existence of the Palmistry license. Town Clerk Antonuccio states that the Palmistry License is for those businesses that practice palmistry, phrenology and psychic readings, none of which are currently a business in Smithfield. Member Toppi questions the Yard Sale license, she did not realize it was necessary to obtain one to host a yard sale. Town Clerk Antonuccio states that the Tax Assessor's office previously handled that, and the Town Clerk's office does not issue or charge for the license. Town Clerk Antonuccio further states that the ordinance for the yard sale license needs to be overhauled. Vice President Iannotti questions the Holiday License, and if a business operates for example on Victory Day, do they need a Holiday License for every individual Holiday that they plan on being open. Town Clerk Antonuccio states that a Holiday License is necessary for any businesses that operate on holidays other than Thanksgiving and Christmas.

Town Clerk Antonuccio states there may be an issue with the Peddler's license. Town Manager Rossi states that the applicant missed the deadline to renew his Peddler's license under the assumption that the Mobile Food Truck license covered the same purpose. Town Manager Rossi further states the business owner lost their "grandfathered" right to the Peddler's license when he did not renew the Peddler's License. Vice President Iannotti questions why a business owner would need a Peddler's License if you have a Mobile Food Truck License. Town Manager Rossi states the Peddler's License gives you the right as a Smithfield taxpayer to sell on Town property.

Member Kilduff states that at a previous meeting there was discussion of changing the Solicitation License hours. Town Solicitor Gallone states that those can be changed when the licensing ordinances are overhauled, and should be moved from 7:00 pm to 5:00 pm. Member Toppi suggests the hours should be until dusk in coordination with the seasonal changes. Town Manager Rossi states that the hours should have an actual time because dusk in summer is after 8:00 pm.

4. Discuss potential process for issuance of a Class A - Retail Alcohol Beverage License.

Member Iannotti states that he doesn't see a procedure for issuing the remaining Class A license. Town Manager Rossi and Town Solicitor Gallone state the Town Council need to create a process for issuing the last license. Town Manager Rossi explains that the process for issuing the last remaining license should be in conjunction with how to issue another Class A license if one became available. Town Manager Rossi states that is how the procedure of issuing the license should be drafted, one in the same. Town Solicitor Gallone poses the hypothetical that if one of the existing liquor stores closed, what would be the process to issue that now available Class A license. Town Clerk Antonuccio reiterates there is nothing in place to currently issue the Class A license, should one become available.

Member Toppi questions the evaluation committee on the proposed procedure for the issuance of the Class A license, and how the committee members are chosen as to avoid any conflicts of interest. Member Kilduff states he does not want another committee, and Member Toppi agrees. Vice President Iannotti questions where the proposed procedure has been created. Town Manager Rossi explains that he did research on awarding a Class A License and combined it with a process already in place in the Town Clerk's office to issue a liquor license and drafted a proposal. Town Manager Rossi further explains that this proposal is a working document, and he is expecting input and changes. Town Clerk Antonuccio states that included in the proposal is the Rhode Island Lottery process, as a good example on how a lottery process would work in the scenario of issuing a Class A License. Member Kilduff questions the drafting of the proposal, and it is better to cross that bridge when they get there, because as it stands, the Town Council will decide if at all to issue the Class A License. President Lawton asks why not issue the last Class A license. Member Kilduff, Member Toppi and Vice President Iannotti state they do not feel the need for the fifth Liquor License to be issued, and have previously voted to return the legislatively obtained Class A License. Town Manager Rossi states that without voting, if a majority of the Town Council members do not want to issue the fifth Class A License, then there is no need to have the discussion at this time. President Lawton states he is in favor of new business, so he would be in favor of bringing it back before the Town Council. Solicitor Gallone clarifies that it could be placed on a future agenda, and the Town Council can have a discussion on it, however, for the purposes of the Licensing Work Session the discussion does not need to proceed. Member Iannotti states that it behooves the Town Council to have the procedure in place anyway, on the oft chance one of the current Class A License holders closes or gives up their license. Town Manager Rossi states the Town Council is not pressed for time, but the procedure discussion does need to proceed, and implores the Town Council members to digest the information they were given.

President Lawton asks Town Clerk Antonuccio to explain the Rhode Island Lottery application and how it would be applied to the issuance of the Class A liquor license. Town Clerk Antonuccio explains the application process including the fees that could be similarly applied to the Class A License issuance in Smithfield. Town Clerk Antonuccio further states the lottery system of awarding the Class A License is the only way to award it fairly with multiple applicants. Town Clerk Antonuccio questions whether applicants would question the validity of the lottery without any bias. Town Solicitor Gallone states that first step is to develop the criteria for the application, then the applicant completes the application, then qualify the individual(s) that wish to obtain the license. President Lawton states that he doesn't agree with charging all the fees in the proposed draft, but thinks adjustments can be made to offset the cost of the application process.

D. Adjournment.

Motion is made by Member Iannotti, seconded by Member Kilduff, to adjourn the meeting.
Motion is approved by a unanimous 4/0 vote.

Meeting adjourns at 7:52pm.

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, September 5, 2023

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present:

Town Council President T. Michael Lawton
Town Council Member Sean M. Kilduff
Town Council Member Michael P. Iannotti
Town Council Member Rachel S. Toppi
Town Council Member John J. Tassoni, Jr.
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone
Town Clerk Lyn M. Antonuccio

I. President Lawton calls the Tuesday, September 5, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:30 p.m., a motion was made by Member Tassoni, seconded by Vice President Iannotti, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation and Section 42-46-5(a)(1) Personnel; to interview Marcie DiOrio for possible reappointment to a Town board or commission. The motion was unanimously approved.

President Lawton reported that no votes were taken in executive session that are required to be reported pursuant to RIGL§ 42-46-4.

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification.

V. Presentations:

A. Smithfield Samaritan Award – Barbara Hebert, Creative Hair Design

President Lawton reads the nomination submitted by Charlene Winfield Capuano and Thomas Winfield.

Barbara Hebert is the owner of Creative Hair Design on Greenville Avenue, where she has worked as a hairdresser for many years. Creative Hair Design is a welcoming place for anyone to walk in for service. When you visit Creative Hair Design, it is like being welcomed into Barbara's home; all her clients are her personal guests. To repurpose a line from a well-known restaurant chain, when you're at Creative Hair Design, you're like family.

Barbara goes above and beyond for her clients, particularly the elderly. Wherever her clients are, that's where she'll meet them. She or her husband Dave often offer transportation for their homebound clients, driving them to and from their appointments.

Barbara will even offer to visit their homes or to visit them in nursing homes to do their hair when her clients are no longer able to travel to the salon.

And while all of this is noteworthy, Barbara goes even a step beyond that in her service to her clients and their families. She has driven her clients to doctor's appointments in instances where their families were unable to do so. Rather than reschedule, Barbara volunteered herself to step up and help her clients attend these appointments.

All of this kindness isn't done with expectation of recognition. Barbara cares deeply about her customers and her community, and she does what she can to assist in times of need. To us, there is no better example of a Good Samaritan.

The council members present Ms. Hebert with a citation for her acts of kindness.

B. Public Trust Declaration Presentation

The President of RI Land Trust Council Thomas Rodgers explains the following: Municipal Land Trust acquire properties that are protected by a third party conservation or not protected if acquired by local bonds or donations. Every property not protected by a third party conservation easement is only three (3) votes away from disaster.

The Trust Council is working with the General Assembly to pass enabling legislation that would allow the Town to declare certain properties are held within a public trust. The public trust is a legal document rooted in English Common Law. In 2021 the General Assembly did pass a legislation, and RI towns now have a powerful tool to perpetually protect conservation land requiring a new resolution of the Town Council to place those properties in the public trust.

Mr. Rodgers is happy that the Smithfield Town Council may be considering passing the resolution before them this evening.

President Lawton references the paragraph in the resolution which states "a copy of the resolution shall be recorded by the Town Clerk in the land evidence records of the Town of Smithfield for each parcel listed below". President Lawton questions if there is a list of parcels.

Town Manager Rossi explains that this evening's presentation was to give the members a brief overview of what this means, and a list of the parcels will be given to them at the next council meeting.

Vice President Iannotti explains that with help from the Town Planner, they have made a list which not only includes the Town's Land Trust properties, but also, parks and recreational properties. Vice President Iannotti further explains that the list consists of the thirty (30) properties and comprises of over one thousand (1,000) acres.

Vice President Iannotti also explains the importance of these trust because when people donate property to the Land Trust, they want to be assured that the property they donate is going to be held for that purpose by the Land Trust in perpetuity, otherwise, they may not want donate the property.

Vice President Iannotti states that a few years ago there was a bill introduced in the General Assembly that called for the abolition of the Smithfield Land Trust, although this did not pass, it had a bad effect on the Land Trust's ability to get people in the Town to donate their property to the Land Trust.

Vice President Iannotti feels this is one reason why the Town needs to have extra protection on these properties, and since the Town can do this, they may as well protect other very important properties that the Town owns (Deerfield Park, Camp Shepard, conservation areas, and trails).

Mr. Rodgers explains that the Town Planner mentioned he was looking to put 1,000 acres into the public trust.

VI. Minutes:

- A. Move that the minutes of the August 8, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon a potential land purchase and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Patricia Williams and Paul Harrison for possible appointment to a Town board or commission be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the August 8, 2023 executive session meeting minutes be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote**

- B. **Move that the minutes of the August 8, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the August 8, 2023 open session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

- C. **Move that the minutes of the August 24, 2023 work session meeting with the Planning Board be approved as recorded.**

Motion is made by Member Kilduff, seconded by Member Toppi, that minutes of the August 24, 2023 work session meeting with the Planning Board be approved as recorded. **Motion is approved by 4/0 vote. Member Tassoni recuses himself.**

VII. Consider, discuss and act upon the following possible appointments and reappointments:

- A. **Boyle Athletic Complex Building Committee.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Caitlyn Choiniere to replace Danielle Carey on the Boyle Athletic Complex Building Committee. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings

- A. Schedule a public hearing on October 3, 2023 to consider, discuss, and act upon Zoning Ordinance amendments to Section 5.11.5 “Principal Solar Energy Systems” and Section 5.11.6 “General Requirements for Accessory and Principal Solar Energy Systems” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.**

Vice President Iannotti explains that the Planning Board approved these changes at their meeting held on Thursday, August 31, 2023. Vice President Iannotti further explains that these changes would do the following:

- Reduce the amount of forested areas that can be clear-cut for the installation of a solar system from 40% to 25%, which will extend the protection of our forest to the commercial/industrial areas.
- A solar energy applicant will be required to assess the impacts of the forest loss and how the impacts can be mitigated. The applicant will now have to address water quality, wildlife habitat, carbon sequestration, energy storage, and the effects on adjacent properties.
- An increase in the buffer between ground-mounted solar systems on commercial or industrial properties and residential zones from 50’ to 300’. The buffer between a public or private road and a project will increase from 100’ to 150’.
- Landscaping will need to be designed to visually screen the solar energy system from view from public roads and adjoining properties.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on October 3, 2023 to consider adopting amendments to the Zoning Ordinance. **Motion is approved by a 4/0 vote. Member Kilduff recuses himself.**

- B. Conduct a public hearing to discuss and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only License due to non-renewal or non-compliance with all the conditions of renewal:**

- 1. The Level 10 Nutrition Club, LLC d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road (Failure to produce a copy of the Retail Sales Permit)**

Town Clerk Antonuccio states that this establishment has complied with the conditions of renewal and provided a copy of the current Retail Sales Permit.

IX. License: None

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a request for proposals for drainage, maintenance, loam & seed and tree plantings within the Deer Run Estates subdivision.

Town Engineer Kevin Cleary explains the following: the RFP will be to finish off most of the general work remaining at the Deer Run Estates subdivision. Engineer Cleary reminds the members that the subdivision went into default by the original developer. The Town Council and Planning Board took actions to default the bond and execute some of the tasks associated with finishing the balance of remaining works associated with the subdivision which, at the time, was held in performance bond.

The Engineering Department in coordination with DPW has completed a significant degree of the work (paving, drainage repairs, streetlight installations, and survey work).

After reviewing the budget figures the work will be to complete the balance of bonded incomplete work listed in the RFP.

Vice President Iannotti questions how much money remains from the bond default. Engineer Cleary explains that there is a little under \$100,000 remaining.

Member Toppi questions if the site cleanup is after the work is performed or from the developer. Engineer Cleary explains that the cleanup is a bit of both. Member Toppi, who visited the site, states that she noticed there are only a few places having debris. Member Toppi questions why it is the Town's responsibility because those lots have been sold. Engineer Cleary explains that most of the debris is limited to the open space areas because some of the parcels were cleared border to border up to the edge of the open space, and some of the debris went beyond that into the open spaces.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorized the Procurement Agent to advertise the Request for Proposal for landscape maintenance, drainage repairs, general loam & seeding and tree plantings within the Deer Run Estates subdivision. **Motion is approved by a 5/0 vote.**

B. Consider, discuss, and act upon authorizing Change Order #1 with Coyne Mechanical, Inc. in the amount of fifty-one thousand, one hundred and seventy-five dollars and zero cents (\$51,175.00) for work associated with the rooftop units replacement project at the Smithfield High School.

Director of Building and Grounds Angelo Mencucci explains the following: the two (2) units service the administrative area and the counseling area. The units were installed in 1995 by TRANE and during the addition of the science wing. During that time TRANE was using a system called the tracer system which will not interface with the current system being installed.

Director Menucci points out that when Honeywell first brought this to the committee, this change order was in excess of \$90,000. Honeywell was asked if the Town could assume the

responsibility and move forward with the change order. Coyne Mechanical is currently under contract to install the two (2) rooftop units, and they will be responsible for submitting to TRANE the scope of work and overseeing the project to ensure conformity to their standards.

After Coyne Mechanical assumes the responsibility the amount going forward is \$57,316.00.

Member Toppi questions if there was a reason this was not completed before the start of school. Director Mencucci explains that TRANE did not deliver the units and they were ordered in December, and he still does not have all of the units.

Vice President Iannotti questions what these units will do. Director Mencucci explains that the units are for heating/air, and each unit will replace a current one. Director Mencucci further explains this would be an upgrade and the school would now have an EMS system which would control scheduling, temperature, and control.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing Change Order #1 in an amount not to exceed fifty-one thousand one hundred seventy-five dollars (\$57,316.00). **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing the Rhode Island Community Learning Center Compact as an addendum to the Learn365RI Municipal Compact.

Town Manager Rossi explains that the Compact contains an addendum to the program which was signed a few months ago for the Learn365RI, and that program was fruitful to the community allowing the Town to obtain an additional \$240,000 for educational equipment or services to expand beyond the school day. Town Manager Rossi further explains that this addendum expands the program further to bring these components potentially to the East Smithfield Neighborhood Center.

Town Manager Rossi also explains that signing this compact would allow for the Town to expand its eligibility to a minimum of \$1.5M for the East Smithfield Neighborhood Center to finish all of the remaining aspects.

Member Toppi questions if all of the services will be for Smithfield only. Town Manager Rossi explains that the intent is for Smithfield only, however, they would not stop anyone wishing to use them.

Member Toppi questions if there are “strings attached”. Town Manager Rossi explains that the strings are to maintain the services.

Member Toppi also questions a cost for the long-term. Town Manager Rossi explains that the majority is to be funded by the other entities that are already doing it, and this is being “fine-tuned” now with a proposal.

Vice President Iannotti questions if all of the listed items must be completed in order to get the money. Town Manager Rossi explains that the basis is the main points: the education component, workforce component, and health component.

Member Toppi states that “we” will have sort of a say in this matter, but not really. Town Manager Rossi explains that as long as the programs are being provided in concept of what they are looking for “we” have the say in how to make it work.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the Town Manager to execute the Rhode Island Community Learning Center Compact. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing a contract, through the RI Master Price Agreement, with HP Inc. in an amount not to exceed twelve thousand, one hundred and sixty-dollars and zero cents (\$12,160.00) for sixteen (16) new laptops for the Smithfield Fire Department.

Town Manager Rossi explains that this is part of the town wide technology upgrades with the ARPA funding, and this proposal was put together in conjunction with the Fire Chief and the IT Director.

Town Manager Rossi further explains that these units are robust to be able to allow for the processing for different software, GIS processing, and dispatching.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorizes the Town Manager to enter contract, through the State of Rhode Island (NASPO VP PC) Master Price Agreement, with HP INC. at 3800 Quick Hill Road, Bldg. 2, Suite 100, Austin, TX 78728, for the provision and configuration of sixteen new laptops for use at the Smithfield Fire Department Headquarters for an amount not to exceed \$12,160.00.

Motion is approved by a unanimous 5/0 vote.

E. Consider, discuss, and act upon authorizing a request for proposals for the sale of the William Winsor Elementary School pending final approval by the Town Solicitor.

Town Manager Rossi explains that the Northern Rhode Island Collaborative is closing out all operations at the end of next week, they are finalizing all of the remaining items that were being liquidated and doing a top to bottom cleaning of the facility. Town Manager Rossi further explains that they will be turning the building back over to the Town, and in conjunction with that this RFP will be to see what the interest is because the Town has received numerous phone calls expressing interest in this property.

Town Manager Rossi feels this is the best approach to start receiving those proposals. Town Manager those proposed will be brought back to the council to consider what direction to in the facility. Vice President Iannotti questions where the minimum bid of \$2.3M was derived from.

Town Manager Rossi explains that this figure was derived from the appraisal that was conducted.

Member Toppi questions what types of entities have expressed interest. Town Manager Rossi explains that there has been interest from for profit schools and housing entities.

Member Kilduff states that he is excited to see these proposals and what the potential of this building is.

Vice President Iannotti references “Development Requirements” which states the development plan shall address the Town’s need for affordable housing as expressed in the housing element of the Town’s Comprehensive Community Plan. Vice President Iannotti feels this sounds very restrictive. Vice President Iannotti states that in the memo from the Purchasing Agent, states that the Town would be looking for different things including affordable housing.

Town Manager Rossi thinks this language may have been a result of the last revisions. Town Manager Rossi assures the members that this will be corrected in conjunction with the Town Solicitor to allow the options more fluidly.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorize the advertisement of the RFP, with changes, for the sale of the former William Winsor Elementary School property subject to review by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

Paul Santucci of 10 Appletown Road questions why there would not be a public hearing before the RFP is released. Solicitor Gallone states that he understands what Mr. Santucci is saying, however, this is just an RFP. Solicitor Gallone further states that the responses will be received and the council will vet them, however, there will not be a scheduled public hearing.

Member Toppi states that she is not opposed to a public hearing.

Vice President Iannotti questions what will be done with the money from this sale. Town Manager Rossi explains that officially there has been no decision, however, there has been discussion about putting the money towards other projects that are currently in the works, but nothing has been solidified. Vice President Iannotti suggests having a public hearing on this.

F. Consider, discuss, and act upon approving tax abatements in the amount of twenty-eight thousand, six hundred, twenty dollars and ninety-five cents (\$28,620.95).

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the tax abatements in the amount of \$28,620.95. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment

Paul Santucci of 10 Appletown Road questions an agenda item from the August 8, 2023 Town Council meeting. The item was the purchase of a second wood chipper of \$90,000. Mr. Santucci states that during that meeting DPW Director Gene Allen explained this chipper would be a spare, and in the event of a hurricane, debris could be removed faster. Mr. Santucci further states that \$90,000 is a great deal of money. Mr. Santucci feels this represents a big hole in what is a problem with the capital plan.

Mr. Santucci explains the following: he was a member of the Charter Review Commission which reviewed many aspects of the Town, including a twenty year town wide capital plan. The capital plan is not working with the end in mind. The goal of the twenty year plan was to “back into” items that were going to need replacement, and the CRC was going to catalog every asset in the Town along with what its useful life is and what the replacement cost is. The goal is not to have to go out to bond, and we want to ensure we are good stewards of our money. Mr. Santucci feels that the Town needs to reassess what is happening with this. Mr. Santucci also feels that the capital plan is not being executed the way the CRC had proposed.

Joseph O’Connor of 6 Appletree Lane gives an overview of what he discussed under Public Comment on May 16, 2023: he expressed his concerns about a neighborhood petition unanimously voted against by the Zoning Board of Review in August 2022 to grant an addition to Zelano Insurance located at 37 Pleasant View Avenue, and that there was a provision: no entrance or exit on Appletree Lane. The driveway onto Appletree Lane was blocked off with a chain and cinder blocks.

When Zelano Insurance bought the property the chain and cinder blocks remained, however, over the years the chain was removed and the cinder blocks had eroded, allowing access to/from Appletree Lane. Access to/from continues even with the provision made by the Zoning Board.

Mr. O’Connor explains that two (2) weeks after that meeting, the DPW installed four (4) pipes and caution tape across two (2) poles with nothing in the middle, which did not stop anyone from coming in/out.

Mr. O’Connor further explains that the caution tape on the left hand side is down, and on the right side is approximately a foot off the road. Mr. O’Connor also explains there are still cars going in/out.

Mr. O’Connor states that he has been called abrasive, obnoxious, and arrogant. Mr. O’Connor has no problem with this and even agrees with it. Mr. O’Connor further states that he will be coming to the September 19, 2023 Town Council meeting, and if something is not done he will be adding “stupid” to the attributes by doing something stupid. Mr. O’Connor and his neighbors were promised no access and they want no access.

Mr. O’Connor assures the members that he is not criticizing this council, but he and his neighbors are upset and they want something done.

XIII. Adjournment.

Motion is made by Member Kilduff, seconded by Member Tassoni, to adjourn the meeting.

Meeting adjourns at 7:55 p.m.

Lyn Antonuccio, Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby adopts amendments to Chapter 321 of the Code of Ordinances entitled “Taxation” to amend Article VI “Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property”.

Article VI

Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property

[Adopted 3-15-2022 by Ord. No. 2022-04]

§ 321-17 **Purpose.**

This article is adopted pursuant to the authority in R.I. Gen. Laws § 44-3-9.11 for the purpose of establishing requirements and procedures by which the Town Council may enter into agreements with property owners to exempt or stabilize taxes on real or personal property used for manufacturing or commercial purposes, in order to encourage economic development, expansion, redevelopment and/or rehabilitation of existing manufacturing, industrial and commercial buildings as well as the new development of manufacturing, industrial and commercial buildings or structures on appropriately zoned land.

§ 321-18 **Definitions.**

As used in this article, the following words or phrases shall have the following meaning:

COMMERCIAL PROPERTY

Any structure or facility, or other real or personal property, used primarily for offices or commercial enterprises.

MANUFACTURING PROPERTY

Any structure or facility, or other real or personal property, used in the process of working raw materials into wares suitable for use or that gives new shapes, new quality or new combinations to matter that already has gone through some artificial process by the use of machinery, tools, appliances, and other similar equipment, and any structure or facility used for distribution, warehousing, or storage of goods.

§ 321-19 **Authority.**

Upon application, and after advertisement and public hearing, the Town Council may enter into an agreement with the owner of commercial or manufacturing property located in the Town, or proposed to be located in the Town, to exempt from payment of municipal property tax, in whole or part, or to determine a stabilized amount of taxes on, commercial or manufacturing property for a period not to exceed 10 years, subject to the requirements of this article.

§ 321-20 **Application procedure for stabilization.**

The application procedure shall proceed as follows:

- A. Owners of commercial or manufacturing property eligible to apply for tax exemption or stabilization under this article shall file an application for tax relief with the Town Clerk, on a form provided for that purpose and which shall include:
 - (1) The nature of the building, alterations and/or improvements to be made;
 - (2) The nature and extent of any proposed job creation; and
 - (3) A certification by the applicant that the application meets the eligibility requirements of this article.
- B. The application shall be submitted to the Town Council at its next regularly scheduled meeting. The Town Council shall then refer said application to the Budget and Financial Review Board for an advisory recommendation. Prior to submission to the Budget and Financial Review Board, the Assessor shall physically inspect the property that would be subject to the tax stabilization agreement. The Assessor may require that the applicant pay for an independent third-party appraisal for all property that is subject to any proposed tax stabilization agreement. The Budget and Financial Review Board

shall review and provide a written recommendation to the Town Council within 30 days of receipt of the application from the Town Council. Upon receipt of the recommendation of the Budget and Financial Review Board, the Town Council shall vote to advertise the application 14 days before the date of the scheduled public hearing. The advertisement shall state that the application has been received, the name and address of the applicant, the date, time and location of the public hearing, and that a copy of the application may be reviewed at the Town Clerk's office during regular business hours.

§ 321-21 Findings required.

The Town Council may enter into an agreement to exempt property from taxation in whole or part, or to stabilize taxes on property, only if it finds that:

- A. Granting of the exemption or stabilization will inure to the benefit of the Town by reason of:
 - (1) The willingness of the manufacturer or commercial firm or concern to locate in the Town; or
 - (2) The willingness of a manufacturing or commercial firm or concern to expand facilities with an increase in employment.
- B. Granting of the exemption or stabilization of taxes will inure to the benefit of the Town by reason of the willingness of a manufacturing or commercial firm or concern to replace, reconstruct, expand, or remodel existing buildings, facilities, fixtures, machinery, or equipment with modern buildings, facilities, fixtures, machinery, or equipment, resulting in an increase in plant or commercial building investment by the firm or concern in the Town of not less than \$2,000,000 in real property and/or tangible improvements, excluding the purchase price of any real property.

§ 321-22 Effect of agreement.

Except as provided in § 321-23, property for which taxes have been exempted in whole or part or stabilized pursuant to this article shall not, during the period for which taxes have been exempted or stabilized, be further liable to taxation by the Town so long as the property is used for the manufacturing or commercial purpose for which the exemption or stabilization was granted. Additionally:

- A. Any applicant for tax agreement pursuant to this article must be current on all tax, user fees and any other payments owed to the Town and otherwise be in good standing to operate as a business in the State of Rhode Island at the time the application for a tax agreement is filed with the Town Clerk.
- B. Any agreement made under the provisions of this article shall be considered null and void, and of no further force and effect, and shall cause any and all taxes exempted under the agreement to become immediately due and payable, due to:
 - (1) A change in use, such that the property is no longer used solely for the manufacturing or commercial purpose for which the exemption or stabilization was granted;
 - (2) Nonpayment or late payment of taxes due under this article if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment. In addition, all authority granted to the Town in the General Laws to sell property at tax sale shall remain in full force and effect during the period of any tax agreement;
 - (3) Nonpayment or late payment of any municipal fees if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment; or
 - (4) Violations of any local building code and/or zoning ordinance during or after construction and/or

relocation that is not cured within 60 days of notice of violation; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any local violations.

- C. The benefits of a tax agreement obtained pursuant to this article, upon Town Council approval, shall be transferable to property owners and tenants, as long as the property is used solely for the manufacturing or commercial purpose for which the agreement was granted; however, the duration of the agreement period shall not be extended.
- D. A business receiving tax relief under this section that replaces or adds employees working at the property which is subject to an agreement, agrees that among applicants it deems, in its sole discretion, to be equally qualified, it will give hiring preference to residents of the Town of Smithfield.

§ 321-23 Extent of exemption or stabilization.

Notwithstanding any vote of, or findings by the Town Council, the property shall be assessed for and shall pay that portion of the tax, if any, assessed by the Town for the purpose of paying the indebtedness of the Town and the indebtedness of the state or any political subdivision to the extent assessed upon or apportioned to the Town, and the interest thereon, and for appropriation to any sinking fund of the Town, which portion of the tax shall be paid in full, and the taxes so assessed and collected shall be kept in a separate account and used only for that purpose.

§ 321-24 Effective date of agreement.

Construction for new businesses shall be complete and the business shall be fully operational as of December 31st in order to qualify for relief on the subsequent tax bill. All Applications under the provisions of this ordinance for new and existing businesses are ~~is~~ due to the Assessor no later than January 31st in order to be considered by the Town Council for the ensuing fiscal year, following the December 31 on which the business begins operation and the agreement has been approved by the Town Council. An agreement for exemption or stabilization of taxes made pursuant to this article shall take effect on the first tax bill following the approval of the application.

§ 321-25 Annual certification.

The Tax Assessor shall on annual basis perform a review of all existing tax stabilization agreements to ensure compliance with the terms and conditions of the agreement as well as the provisions of this article and file an annual report with the Town Council regarding the same.

§ 321-26 Severability.

If any one section of this article is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this article.

These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: August 8, 2023

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

|

Recommended Motion:

That the Smithfield Town Council hereby adopts amendments to Chapter to Chapter 305 of the Code of Ordinances entitled “Stone Wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7

AN ORDINANCE AMENDING SECTIONS 305-3(B), 305-4 AND ADDING SECTION 305-7 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “STONE WALL PROTECTION AND PRESERVATION”

IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:

Section 1. Sections 305-3(B), 305-4 and 305-7 of the Smithfield Municipal Code are hereby amended to read as follows:

305—3(B): The alteration, relocation, or demolition of an historic stone wall as part of any subdivision or land development project must also comply with section §305-7 and be approved by the Planning Board and by the Smithfield Historic Preservation Commission pursuant to the provisions of Chapter §46-8(H) of the Smithfield Municipal Code, except as provided below.

(A) Penetrations of stonewalls for driveways, roads, or utilities shall be done in accordance with Section §305-3(D) herein and shall not require review by the Smithfield Historic Preservation Commission but shall require review by the Smithfield Historic Preservation Commission Chairman, through the Technical Review process.

305-4 Violations and Penalties.

(A) Any person violating any provision of this chapter shall be subject to a fine of \$500.00. Each day any violation of this chapter shall continue shall constitute a separate offense.

(B) Upon determination by the Building Official that a violation of the provisions of this Chapter has occurred, no additional building permits for the subject property shall be issued.

(C) In mitigation of any violation of this chapter, the Building Official may accept a written plan of repair or restoration of the stone wall in lieu of a fine or may utilize the proceeds from the fine to retain an outside vendor to repair or restore the affected stone wall. In all cases, any plan to repair or restore an affected stone wall must be approved by the Smithfield Historic Preservation Commission prior to the commencement of any work.

305-7 Affidavit Upon Submission of Building Permit Application.

All applicants submitting an application for a building permit for a new structure or building addition shall be provided a copy of this ordinance and execute an affidavit acknowledging receipt of said ordinance and that they have read and understand the provisions contained herein.

Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: August 8, 2023

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Class B-Victualler Liquor License for BKH, LLC d/b/a “Jack’s Pizza Pub”, for the September 19th Town Council Meeting

BACKGROUND:

Conduct a Public Hearing to consider the approval of a new Class B-Victualler Liquor License for BKH, LLC, d/b/a “Jack’s Pizza Pub”, located at 970 Douglas Pike, Bldg. A, Unit 2, to include outdoor seating/bar service, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations and local ordinances.

TOWN REVENUE:

Fee for a Class B-Victualler Limited Liquor License is \$600.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Notice of Public Hearing that appeared in the Valley Breeze on the following dates: September 7, 2023 and September 14, 2023
Copy of Notice to abutters
Copy of radius map and abutters list
Tip Cards

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Class B-Victualler Liquor License for BKH, LLC d/b/a “Jack’s Pizza Pub”, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit, Certificate of Good Standing from the RI Division of Taxation and a drawing of the outdoor seating area.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE \$600.00

PLEASE COMPLETE APPLICATION AND
RETURN WITH FEE TO THE OFFICE OF
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8-17-23 TO INCLUDE OUTDOOR SEATING/BAR SERVICE

Type of License: CLASS B-VICTUALLER
(FULL PRIVILEGE)

License Application Status: NEW RENEWAL TRANSFER

Name of Applicant: Kerr, Lyn Shadoian

Date of Birth: 11/29/1972

Resident Address: 37A WATERVIEW DR.
SMITHFIELD, RI 02917

Business Address: 970 DOUGLAS PIKE
Bldg A Unit 2

Map:

Lot:

Corporation Name: BKH LLC

Resident Telephone: 401-864-0304

Business Telephone:

Operating Under Trade Name of: JACK'S PIZZA PUB

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Kerri Lyn Shadoian, Pres, 11-29-72
Bernard Hawkins, VP, 5-18-63

Describe Operation of Business: PIZZA, Pub Food, Full Bar Service

Required to fill requested
Hours of Operation:

Sunday - Saturday 12:00 AM - 1:00 AM

Signature of Applicant: Kerri Shadoian Title: president

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Bernard Hawkins Address: 37A WATERVIEW DR SMITHFIELD Telephone: 401-837-714

Name: Derick McGorn Address: 11 Olympia Ave NP Telephone: 401-580-2344

Police Chief: [Signature]

For Official Use Only

Fire Chief: [Signature]

Building Official: [Signature]

Owner of Premises: [Signature]

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on _____ the above stated application was

() Approved

() Denied

License# _____

Date Issued: _____

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/17/23

1. NAME OF CANDIDATE: (PRINT)

Shadoian Kerri Lyn
LAST FIRST MIDDLE
Mc Gurn
MAIDEN NAME

2. DATE OF BIRTH

11-29-1972
37A WATKINS DR. SMITHFIELD

3. PLACE OF BIRTH

PROV. RI
JACKS PIZZA PUB

4. CURRENT ADDRESS

Restaurant + Pub

5. NAME OF BUSINESS

970 Douglas Pike Bldg A Unit #2

6. TYPE OF BUSINESS

BKH LLC

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Kerri Shadoian Pres Bernard Hawkins VP

401-864-0306

401-864-0306

9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>02-2020</u>	<u>Present</u>	<u>37A WATKINS DR</u>	<u>SMITHFIELD RI</u>
<u>04-2002</u>	<u>02-2020</u>	<u>25 BELCOURT AVE</u>	<u>NORTH PROV. RI</u>

12. Have you ever been arrested or detained by any police agency? YES NO ☒

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Paul Hawkins 9 Kendall Court Charlestown, RI 401-499-1927
NAME ADDRESS PHONE
2. Penny Nero 36 Capron Rd Smithfield, RI 401-639-7188
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Kerri Shadoian

Witness:

Bernard Hawkins

**TOWN OF SMITHFIELD
INTOXICATING BEVERAGE**

NOTICE IS HEREBY GIVEN, by the Smithfield Town Council of Smithfield serving as the Smithfield Licensing Board, that an application for a License to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto has been made to said Council as follows:

**CLASS B-VICTUALLER BEVERAGE LICENSE
To Include Outdoor Seating/Bar Service**

BKH, LLC d/b/a "Jack's Pizza Pub", 970 Douglas Pike, Building A, Unit 2

The above named application will be in order for a hearing of the Town Council on **September 19, 2023 at 7:00 p.m.**, Smithfield Town Hall, Council Chambers, 64 Farnum Pike, Smithfield, RI at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

By order of the Town Council: Lyn Antonuccio, MPA, CMC, Town Clerk

September 1, 2023

PUBLIC HEARING

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

NOTICE IS HEREBY GIVEN by the Town Council of the Town of Smithfield, being the Licensing Board in said Town, that an application for a license to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto, has been made to said Council as follows:

**CLASS B-VICTUALLER BEVERAGE LICENSE
To Include Outdoor Seating/Bar Service**

BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Building A, Unit 2, in the Town of Smithfield.

The above named application will be in order for a hearing of the Town Council on September 19, 2023 at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike, Smithfield, at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager’s Office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

By order of the Town Council: Lyn Antonuccio, MPA, CMC, Town Clerk

Abutters Report

Abutters

REM ACCT_NUM

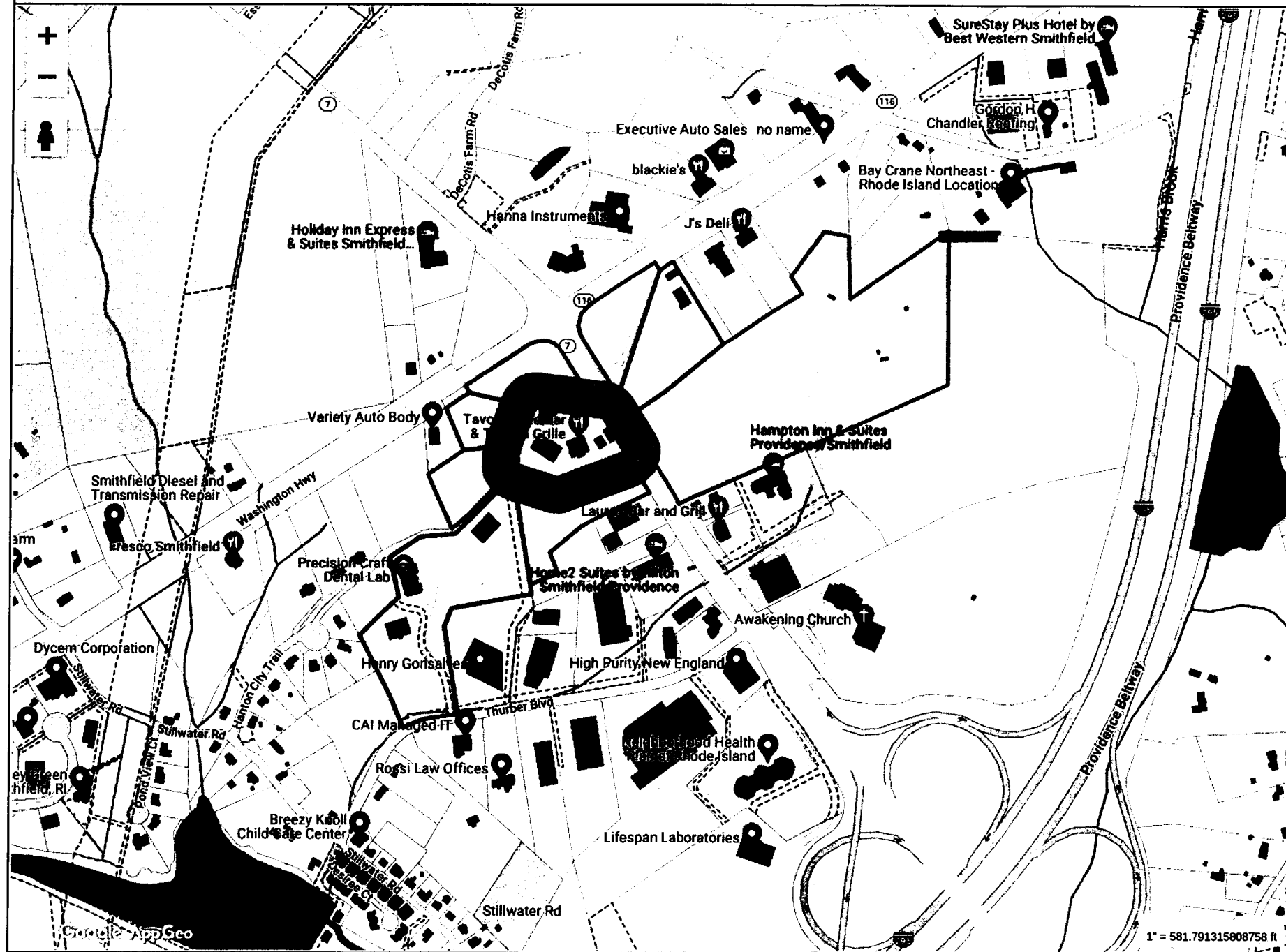
18-1396-03
03-3214-95
23-1048-00
03-3936-07
08-0716-35
08-0716-26
16-2596-75
18-1837-00
14-0571-97
23-1047-75
03-3936-06

REM_OWN_NAME

ROLLINGWOOD ACRES INC
CONTI RICHARD J
WINDAM ASSOCIATES LLC
CROSSROADS ENTERPRISES IN
HAVAHI REAL ESTATE LLC
CONVERGENT BUILDING AND D
NAPOLITANO REALTY INC
RUBBER COVERED PRODUCTS
970 DOUGLAS PIKE REALTY L
WINDAM ASSOCIATES LLC
CROSSROADS ENTERPRISES IN

REM_PRCL_LOCN

961 DOUGLAS PIKE
975 DOUGLAS PIKE
235 GEORGE WASHINGTON HWY
NO GEORGE WASHINGTON HWY
37 THURBER BLVD #001
37 THURBER BLVD #003
37 THURBER BLVD #002
060 DOUGLAS PIKE
970 DOUGLAS PIKE
0 HANTON CITY TRAIL
999 DOUGLAS PIKE



Property Information
Property ID 6300
Location 970 DOUGLAS PIKE
Owner 970 DOUGLAS PIKE REALTY LLC



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Smithfield, RI makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 6/11/2021
Data updated 6/11/2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.



CERTIFICATE OF COMPLETION

This certifies that

Bernard Hawkins

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
08/02/2023



Expiration Date
08/01/2026



Certificate #
RI-ON-000029392104

A handwritten signature in black ink, appearing to read "Sarah McLeod".

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE



CERTIFICATE OF COMPLETION

This certifies that

Kerri Lyn Shadoian

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
08/02/2023



Expiration Date
08/01/2026



Certificate #
RI-ON-000029394468

A handwritten signature in black ink, appearing to read "Sarah McLeod".

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for BKH, LLC d/b/a “Jack’s Pizza Pub” for the September 19th
Town Council Meeting

BACKGROUND:

BKH, LLC d/b/a “Jack’s Pizza Pub”, has applied for a new Victualling License for their business located at 970 Douglas Pike, Bldg. A, Unit 2.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. 2, Unit 2, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a copy of Retail Sales Permit.

FEE: \$ 50.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8-17-23

Type of License: Virtualizing Check One:

New ☒ Renewal ☐ Amended ☐

Name of Applicant: Kerri Lyn Shadon

Date of Birth: 11/29/1972

Resident Address: 37A WAKVIEW DR.

Business Address: 4710 Douglas Pike

Operating Under

Trade Name of: JACKS PIZZA PUB

Resident Telephone: 401-864-0306 Business Telephone: SAME

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: Kerri Lyn Shadon Address: 37A WAKVIEW DR Title: Pres DOB: 11/29/72

Name: Bernard H. Hawkins Address: 37A WAKVIEW DR Title: VP DOB: 5/18/43

Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: PIZZA, Pub Food, Full Bar

Requested Hours of Operation: Sunday - Saturday 12:00 pm - 1:00 am

Signature of Applicant: Kerri Lyn Shadon Title: President

Applies to business establishments only:

In case of emergency/person to contact

Name: Bernie Hawkins Address: 605 Putnam Pike Phone: 401-837-7141

Name: Derek McGurn Address: 11 Olympia Ave N.P Phone: 401-580-2344

For Official Use Only

Police Chief:

X [Signature]

Fire Chief:

X [Signature]

Building Official:

X SIGNATURE NOT REQUIRED

Owner of

RI Dept.

premises:

of Health:

X _____

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved () Denied

License #:

Date

Issued:

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/17/23

1. NAME OF CANDIDATE: (PRINT)

Shadoian Kerri Lyn
LAST FIRST MIDDLE
Mc Gurn
MAIDEN NAME

2. DATE OF BIRTH

11-29-1972
37A WAKVIEW DR. SMITHFIELD

3. PLACE OF BIRTH

Prov. RI
Jacks Pizza Pub

4. CURRENT ADDRESS

Restaurant + Pub

5. NAME OF BUSINESS

970 Douglas Pike Bldg A Unit #2

6. TYPE OF BUSINESS

BKH LLC

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Kerri Shadoian Pres Bernard Hawkins VP

401-864-0306

401-864-0306

9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>02-2020</u>	<u>Present</u>	<u>37A WAKVIEW DR</u>	<u>SMITHFIELD RI</u>
<u>04-2002</u>	<u>02-2020</u>	<u>25 Belcourt Ave</u>	<u>NORTH Prov. RI</u>

12. Have you ever been arrested or detained by any police agency? YES NO ☒

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Paul Hawkins 9 Kendall Court Charlestown, RI 401-499-1927
NAME ADDRESS PHONE
2. Penny Nero 36 Capron Rd Smithfield, RI 401-639-7188
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Kerri Shadoian

Witness:

Bernard Hawkins



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Entertainment License for BKH, LLC d/b/a “Jack’s Pizza Pub” for the September 19th Town Council Meeting

BACKGROUND:

BKH, LLC d/b/a “Jack’s Pizza Pub”, has applied for a new Entertainment License for their business located at 970 Douglas Pike, Bldg. A, Unit 2.

TOWN REVENUE:

The cost for a new Entertainment License is \$100.00 plus a one-time initial application fee of \$15.00

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Entertainment License for BKH, LLC d/b/a “Jack’s Pizza Pub”, for their business located at 970 Douglas Pike, Bldg. A, Unit 2, as applied, subject to compliance with all State regulations and local ordinances.

~~\$~~ 15.00 (one time application fee)

\$100.00

(New)

FEE:

\$50.00

(Renewal)

TOWN OF SMITHFIELD

OFFICE OF THE TOWN CLERK

LICENSE APPLICATION

PLEASE COMPLETE APPLICATION AND RETURN
WITH FEE TO THE OFFICE OF THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8-17-23

Type of License: ENTERTAINMENT

Check

One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Kerri Lyn Shadron

Date of Birth: 11/29/1972

Resident Address: 37A Waterview Dr

Business

Address

970 Douglas Pike

Plat

Lot

Operating Under

Trade Name of:

Jacks Pizza Pub

Resident

Telephone:

401-864-0304

Business

Telephone

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: Kerri Lyn Shadron Address: 37A Waterview Dr Title: Pres DOB 11/29/72

Name: Bernard Hawkins Address: 37A Waterview Dr Title: VP DOB 5/18/63

Name: _____ Address: _____ Title: _____ DOB _____

Describe operation of business: Sunday - Saturday 11:00am - 1:00am

Restaurant & Pub

Hours of Operation:

11:00am - 1:00am

Signature of Applicant: Kerri Lyn Shadron

Title: President

Applies to business establishments only:

In case of emergency/person to contact

Name: Bernard Hawkins Address: 37A Waterview Dr Smithfield Phone: 401-837-7141

Name: Derek McGinnis Address: 11 Olympia Ave NP Phone: 401-580-2344

For Official Use Only

Police Chief:

X [Signature]

Fire Chief:

X [Signature]

Building Official:

X Only if permits were pulled

Owner of

premises:

RI Dept.

of Health:

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved

() Denied

License #:

Date

Issued:

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/17/23

1. NAME OF CANDIDATE: (PRINT)

Shadoian Kerri Lyn
LAST FIRST MIDDLE
Mc Gurn
MAIDEN NAME

2. DATE OF BIRTH

11-29-1972
37A WAKVIEW DR Smithfield

3. PLACE OF BIRTH

Prov. RI
Jacks Pizza Pub

4. CURRENT ADDRESS

Restaurant + Pub

5. NAME OF BUSINESS

970 Douglas Pike Bldg A Unit #2

6. TYPE OF BUSINESS

BKH LLC

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Kerri Shadoian Pres Bernard Hawkins VP

401-864-0306

401-864-0306

9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>02-2020</u>	<u>Present</u>	<u>37A WAKVIEW DR</u>	<u>Smithfield RI</u>
<u>04-2002</u>	<u>02-2020</u>	<u>25 Belcoiet Ave</u>	<u>NORTH Prov. RI</u>

12. Have you ever been arrested or detained by any police agency? YES NO ☒

YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

- | | | | |
|------------------------|------------------------|------------------------|---------------------|
| 1. <u>Paul Hawkins</u> | <u>9 Kendall Court</u> | <u>Charlestown, RI</u> | <u>401-499-1927</u> |
| NAME | ADDRESS | | PHONE |
| 2. <u>Penny Nero</u> | <u>36 Capron Rd</u> | <u>Smithfield, RI</u> | <u>401-639-7158</u> |
| NAME | ADDRESS | | PHONE |

CANDIDATE'S SIGNATURE:

Kerri Shadoian

Witness:

Bernard Hawkins



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Solicitation License for “Power Home Remodeling Group” for the September 19th
Town Council Meeting

BACKGROUND:

Jace Pena, a representative for “Power Home Remodeling Group”, has applied for a Solicitation License on their behalf. There will be four (4) employees canvassing for the company. A background check was completed on the canvassers and there were no disqualifying records. The Police Chief has signed the application with the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitation may take place between the hours of 9:00 a.m. to 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council.

TOWN REVENUE:

The fee for the Solicitation License is \$200.00 and is valid for two (2) years.

SUPPORTING DOCUMENTS:

Copy of Application
Copy of BCI – No Record
Letter from Trinity Solar
Copy of registration of vehicle to be used
Proof of insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Solicitation License for “Power Home Remodeling Group”, soliciting home remodeling solutions, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitation may take place between the hours of 9:00 a.m. and 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$200.00

PLEASE COMPLETE APPLICATION AND RETURN
WITH FEE TO THE OFFICE OF THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8/1/23

Type of License: Solicitation Check One: New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Jace Pena Date of Birth: 08/07/1998

Resident Address: 65 Ferncrest Dr, Riverside, RI Business Address: 7000 Chapel View Blvd Plat Cranston
Operating Under Power Home Remodeling Resident Telephone: 401-316-4732 Business Telephone: 888-736-0335

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: _____ Address: _____ Title: _____ DOB: _____

Name: _____ Address: _____ Title: _____ DOB: _____

Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: Free Estimates on Roofing, windows, siding

Hours of Operation: 11 AM - 7:30 pm

Signature of Applicant: [Signature] Title: Mentor

Applies to business establishments only:

In case of emergency/person to contact

Name: Ray St. Laurent Address: 7000 Chapel View Blvd Phone: 508-523-8560

Name: _____ Address: Cranston RI 02920 Phone: _____

For Official Use Only

Police Chief:

[Signature]
SIGNATURE NOT REQUIRED
SIGNATURE NOT REQUIRED

Fire Chief:

Owner of
premises:

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

Building Official:

RI Dept.

of Health:

At a meeting of the Smithfield Town Council, held on

9/19/23

the above stated application was:

() Approved

() Denied

License #: _____

Date
Issued: _____

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$200.00

PLEASE COMPLETE APPLICATION AND RETURN
WITH FEE TO THE OFFICE OF THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8/01/23

Type of License: Solicitation Check One: New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Anthony Sarter

Date of Birth: 11/12/1996

Resident Address: 100 Marlboro St Cranston RI

Business Address: 200 Chapel View Dr Plat Lot

Operating Under Trade Name of: Door to Door Sales

Resident Telephone: 508-918-5676 Business Telephone: (508) 251-9001

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: Anthony Sarter Address: 100 Marlboro St Cranston Title: Customer Development DOB: 11/12/1996

Name: _____ Address: _____ Title: _____ DOB: _____

Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: Door to Door Sales window, siding, roof,

12 PM - 7:30 PM Hours of Operation:

Signature of Applicant: Anthony Sarter Title: CD Rep

Applies to business establishments only:

In case of emergency/person to contact

Name: Jane Penn Address: 1 Park Row W Providence Phone: (401) 316-4332

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]
SIGNATURE NOT REQUIRED

Fire Chief: _____
Owner of premises: _____
SIGNATURE NOT REQUIRED

Building Official: _____
RI Dept. of Health: _____
SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved () Denied

License #: _____ Date Issued: _____

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/1/23

1. NAME OF CANDIDATE: (PRINT)

Pena Jace Corey
LAST FIRST MIDDLE

MAIDEN NAME

08/67/1998

2. DATE OF BIRTH

65 Ferncrest Dr, Riverside RI, 02915

4. CURRENT ADDRESS

Exterior Home Remodeling

6. TYPE OF BUSINESS

N/A

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

Power Home Remodeling

5. NAME OF BUSINESS

2000 Chapel View Blvd, Cranston RI 02920

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

888-776-6335

9. BUSINESS PHONE

401-316-4332

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>8/7/1998</u>	<u>8/1/2021</u>	<u>65 Ferncrest Dr</u>	<u>Riverside, RI</u>
<u>8/1/2021</u>	<u>8/1/2022</u>	<u>98 Dartmouth St</u>	<u>Dartmouth, MA</u>
<u>8/1/2022</u>	<u>8/1/2023</u>	<u>65 Ferncrest Dr</u>	<u>Riverside, RI</u>

12. Have you ever been arrested or detained by any police agency?

YES ☒ NO ☐

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

- | | | |
|-------------------------|--|---------------------|
| 1. <u>Geoff Marcone</u> | <u>612 Academy Ave, Providence, RI</u> | <u>401-575-1573</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Vernell Brown</u> | <u>12 Mercy St Providence RI</u> | <u>571-289-5328</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE:

Jace Pena

Witness:

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/01/23

1. NAME OF CANDIDATE: (PRINT)

Sister Anthony John
LAST FIRST MIDDLE

MAIDEN NAME

2. DATE OF BIRTH

11/12/1996 (02910)

3. PLACE OF BIRTH

Norwood MA
Power Home Remodeling

4. CURRENT ADDRESS

Family owned and operated

5. NAME OF BUSINESS

2000 Chapel View Blvd Cranston RI
02910

6. TYPE OF BUSINESS

NO

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

NO

IF SO, LIST OFFICERS

9. BUSINESS PHONE

(508) 251-8001

10. HOME PHONE

(508) 970-3358

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>11/12/2008</u>	<u>11/01/2018</u>	<u>314 Main St</u>	<u>Franklin MA</u>
<u>11/01/2018</u>	<u>10/01/2022</u>	<u>91 Cedar St</u>	<u>Middleboro MA</u>
<u>10/01/2022</u>	<u>Present</u>	<u>100 Marlboro St</u>	<u>Cranston RI</u>

12. Have you ever been arrested or detained by any police agency?

YES ☒ NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Sue Penn 1 Park Row Providence 401-316-4332
NAME ADDRESS PHONE

2. Derek Ellinwood
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Anthony Sister

Witness:

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/28/23

1. NAME OF CANDIDATE: (PRINT)

Hill Jaime Antonio
LAST FIRST MIDDLE

MAIDEN NAME

02/05/97

2. DATE OF BIRTH

50 High Service Ave

4. CURRENT ADDRESS

Sales

6. TYPE OF BUSINESS

No

8. IS BUSINESS INCORPORATED

888 736 6335

617 602 8569

9. BUSINESS PHONE

617 602 8569

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>August 2022</u>	<u>August 2023</u>	<u>50 High Service Ave</u>	<u>Providence RI</u>
		<u>7 Greenmark St</u>	<u>Boston MA</u>
		<u>2747 Washington St</u>	<u>Boston MA</u>

12. Have you ever been arrested or detained by any police agency?

YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention. 2016? OUI / C.W.O-F

13. List below two (2) character references

1. Ray St. Laurent
NAME ADDRESS PHONE

2. Juice Pena
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

[Signature]

Witness: Carol Bannell

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 8/28

1. NAME OF CANDIDATE: (PRINT) Coleman
Crooks Coleman levi
LAST FIRST MIDDLE

MAIDEN NAME

2. DATE OF BIRTH

08/03/1995
1 Mill St Apt 301 3107 Tiverton RI

4. CURRENT ADDRESS

Construction
6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Seneca, S.C.
Power Home Remodeling

5. NAME OF BUSINESS

2000 Chapel View Blvd Cranston RI 02910

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

9. BUSINESS PHONE 888 736 6335
10. HOME PHONE 864 557 1098

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State

12. Have you ever been arrested or detained by any police agency? X
YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Ray St Laurent
NAME ADDRESS PHONE
2. Zac Moraes
NAME ADDRESS PHONE 857 770 8572

CANDIDATE'S SIGNATURE:

Coleman Crooks

Witness:

Carol Benille



POWER HOME REMODELING GROUP

July 25, 2023

Town of Smithfield, RI
Power Home Remodeling Group
2000 Chapel View Blvd,
Cranston, RI 02920

To Whom it May Concern:

My name is Raymond St.Laurent, I'm the Director of Customer Development for Power Home Remodeling Group. We are requesting permission for permits to solicit within the Town of Smithfield for the following employees, They are employed by us and will be working in the Smithfield area. We understand it is a privilege, not a right, to be working here and we take that very seriously. All of our representatives will be properly dressed with company apparel and will provide literature for any potential customers we do sign up for a free estimate.

Our Tax Id Number is 23-3030708. We pride ourselves on professionalism and the highest level of integrity when we conduct business. If you have any questions, or concerns, please do not hesitate to reach out and contact me directly.

Power Home Remodeling Representatives:

Jace Pena, Justin Palumbo, Anthony Saster, Josh Vertentes, Devin Ellinwood, Kevin Raymond

Sincerely yours,

Raymond St.Laurent,
Director of Customer Development, 508-523-8560



STATE OF RHODE ISLAND
DIVISION OF MOTOR VEHICLES

600 NEW LONDON AVENUE
CRANSTON RI 02920-3024

Web Address: WWW.DMV.RI.GOV



BW13440454

JACE C PENA
65 FERNCREST DR
RIVERSIDE RI 02915-1825

Date: 10/03/2022

Registration Certificate

REG NUMBER: JACE	PLATE TYPE: PASSENGER	PLATE DESIGN: WAVE	VEHICLE TYPE: PASSENGER	DRIVERS LICENSE: 3440454	REG EXP DATE: 09/30/2023
YEAR: 2022	MAKE: TESLA MOTORS	MODEL: MODEL 3	BODY TYPE: SEDAN	MAJOR COLOR: BLACK	MINOR COLOR: BLACK
VEHICLE IDENTIFICATION NUMBER: 5YJ3E1EB3NF342100		RENEWAL FEE: 232.50	GROSS WEIGHT: 5000 LBS	# OF PASSENGERS: 5	# OF CYLINDERS: N/A
FUEL TYPE: ELECTRIC		CARRYING CAPACITY: N/A	LENGTH: N/A	CCs: N/A	MAX SPEED: N/A
REGISTERED OWNER: JACE C PENA 65 FERNCREST DR RIVERSIDE RI 02915-1825			SECOND OWNER:		

- TAX TOWN: **EAST PROVIDENCE**
- Notice: The law requires that the DMV be notified within 10 days of any change in name or address. Please visit our website to update your address online.
- Plate Cancellation -Excise Tax: Plates must be **cancelled** with the DMV to ensure the vehicle is removed from the city or town tax rolls. Please retain your receipt as proof of cancellation.
- Every registration plate shall be at all times securely fastened in a horizontal position and be in a condition to be clearly legible. Validation stickers are only to be placed securely on the lower right corner of the registration plate.
- Registration Certificate shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.
- Proof of valid insurance/financial security is required as per Rhode Island General Laws § 31-47 (Motor Vehicle Reparations Act).
- It is your responsibility to renew your registration prior to the expiration date. Failure to do so may result in the assignment of new plates.
- Failure to obtain an **Emissions Inspection** on or before **N/A** will result in this vehicle being suspended.
- Not valid without official signature of Administrator.
- Any vehicle operating in excess of legal weight limits is required to have an overweight permit per Chapter 31-25 of the Rhode Island General Laws. Failure to obtain an overweight permit may result in the imposition of fines and/or other penalties.

WALTER R. CRADDOCK
ADMINISTRATOR
DIVISION OF MOTOR VEHICLES

2022 TESLA 3

Rhode Island Automobile Insurance Identification Card

Allstate
You're in good hands.

Allstate Fire and Casualty Insurance Company

Jace Pena

9 Plymouth Rd

East Providence RI 02914-3130

POLICY NUMBER

984 335 894

EFFECTIVE DATE

07/30/23

EXPIRATION DATE

01/30/24

YEAR / MAKE / MODEL

2022 Tesla 3

VEHICLE ID NUMBER

5YJ3E1EB3NF342100

This card must be carried in the vehicle at all times as evidence of insurance.

 View back

 Share



25-32553-AC
Cranston police
Fincom

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 section 24B makes it a crime to alter this Certificate

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Plate Type PAN	Registration Type PASSENGER NORMAL RED	Plate Number 2NEG71	Effective Date 20-Mar-2023	Title Number CD807873	Expires On →	Month 01	Year 25
Model Year 2019	Make SUBA	Model LEGACY	Model Number	Body Style SEDAN	Color(s) GREEN	Vehicle Identification Number 4S3BNAF68K3002656	
Residential Address (If Different than Mailing)					Total Registered Weight for Commercial Vehicle or Trailer		
Garage Address 91 CEDAR ST MIDDLEBORO MA 023462605					US DOT Number for Commercial Vehicle		
Name(s) of Owner(s) and Mailing Address 12827 ANTHONY JOHN SASTER III 91 CEDAR ST MIDDLEBORO, MA 02346-2605 T54 P2 2					Insurance Company LIBERTY MUTUAL PERSONAL INSURANCE COMPANY		
					Maximum Seating Capacity for Vehicles for Hire		
					Registrar of Motor Vehicles <i>Colleen J. O'Brien</i>		
Lessee/In Custody Of							
Special Message				Change of Address ☐ Residential ☐ Mailing ☐ Garage			

Important Information for Vehicle Owners

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. **The records of the RMV constitute the official status of the vehicle registration.**
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit Mass.Gov/RMV to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at www.mass.gov/rmv for more information.
- **Cancel the registration plates if:**
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

IMPORTANT: PEEL EXPIRATION DECAL & ADHERE TO TOP RIGHT OF THE REAR LICENSE PLATE.



250396228



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Pool Table License for the September 19th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost to renew a Pool Table License is \$20.00 for the first table and \$10.00 for each additional table.

APPROVAL STATUS:

All paperwork is complete for approval of renewal by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances:

1. Bryant University Fisher Student Center , 1150 Douglas Pike (one pool table)



Memorandum

DATE: September 13, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Peddler's License for Palagis 2000, Inc. d/b/a "Palagis Ice Cream" for the
September 19th Town Council Meeting

BACKGROUND:

Palagis 2000, Inc. d/b/a "Palagis Ice Cream," has applied for a new Peddler's License for their business located at 55 Bacon Street, Pawtucket, RI.

TOWN REVENUE:

Fee for a Peddler's License is \$100.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Letter of explanation
Truck Registration
Driver's Licenses for drivers (owners)
Retail Sales Permit
Food Business License

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Peddler's License for Palagis 2000, Inc. d/b/a "Palagis 2000, Inc.", to sell frozen treats from a mobile truck RI Reg. # 109950 during the months of

April to November, Monday through Sunday from 10:00 a.m. to 8:00 p.m. as applied, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

PLEASE COMPLETE APPLICATION AND RETURN
WITH FEE TO THE OFFICE OF THE TOWN CLERK
BY:

PLEASE PRINT:

Note: Please fill in ALL requested information.

Date of Application: Sept. 12, 2023

Type of License: Peddlers

Check
One:

New () Renewal () Transfer (☐)

Name of Applicant: ALEJANDRO ARTEAGA

Date of Birth: 7-27-1966

Resident Address: 237 SULLOCK AVE.
PAWTUCKET, R.I. 02861

Business
Address

55 BACON ST.
PAWTUCKET, R.I. 02860

Zoning
Designation

BUSINESS/RESIDENTIAL

Operating Under
Trade Name of: PAWTAUGUS ICE CREAM

Resident (401)

Business (401)

Telephone: 663-1204

Telephone 728-0150

If incorporated, fill in necessary information: State of incorporation officer's name, address, and phone number

Name: A. ARTEAGA Address: 237 SULLOCK AVE Title: PRESIDENT

Address: PAWT. RI

Name: RODRIGO LLORENZ Address: 3 PLANTATION RD Title: V. PRESIDENT

Address: OXFORD MASS

Name: _____ Address: _____ Title: _____

**DESCRIBE GOODS TO BE
SOLD:**

ICE CREAM & FROZEN LE MONADE

Signature of Applicant: Alejandro Arteaga

Title: PRESIDENT

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief:



Fire Chief:

Building Official:
RI Dept.
of Health:

SIGNATURE NOT REQUIRED

Owner of
premises:

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved

() Denied

License #: _____

Date

Issued: _____

SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9-12-2023

1. NAME OF CANDIDATE: (PRINT)

ARTEAGA ALEJANDRO J
LAST FIRST MIDDLE

MAIDEN NAME

07-27-1966

2. DATE OF BIRTH

237 SUFFOLK AVE. PAWT. R.I.

4. CURRENT ADDRESS

02861
RETAIL SALE OF ICE CREAM

6. TYPE OF BUSINESS

VERJ

8. IS BUSINESS INCORPORATED

ALEJANDRO ARTEAGA PRESIDENT

RODRIGO FLORES V. PRESIDENT

(401) 728 0180

9. BUSINESS PHONE

3. PLACE OF BIRTH

COLUMBIA S. AMERICA
PALACIOS ICE CREAM

5. NAME OF BUSINESS

55 BACON ST. PAWTUCKET R.I.

7. BUSINESS ADDRESS

02860

IF SO, LIST OFFICERS

(401) 663 1204

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1994-2023</u>		<u>237 SUFFOLK AVE</u>	<u>PAWT. R.I.</u>

12. Have you ever been arrested or detained by any police agency? YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

- DAVE WRIGHT CUMBERLAND R.I. (401) 419-8007
NAME ADDRESS PHONE
- DONALD PALACI CUMBERLAND R.I. (401) 728-7988
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Alejandro Arteaga

Witness: _____

Rhode Island
USA

DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION



3 DOB 07/27/1966 4D LIC # 8211014
4b EXP 07/27/2026 4b REG 11/04/2021

1 ARTEAGA
2 ALEJANDRO J
3 237 SUFFOLK AVE
PAWTUCKET, RI 02861-2142

9 CLASS 10
9a END NONE
12 RESTR NONE

15 SEX M 16 EYES BRO
18 HGT 5'-10" 17 WGT 160 lb 19 HAIR BRO
5 ID 12955246

Alejandro Arteaga



SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9-12-2023

1. NAME OF CANDIDATE: (PRINT)

Arboleda Oscar
LAST FIRST MIDDLE

MAIDEN NAME

05-19-1960

2. DATE OF BIRTH

81 Read Ave. Lincoln R.I.
02865

4. CURRENT ADDRESS

Retail Sales of Ice Cream
6. TYPE OF BUSINESS Frozen Lemonade
Yes Mobile

8. IS BUSINESS INCORPORATED

Alejandro Arteaga - President
Rodrigo Florez - V. President

3. PLACE OF BIRTH

Colombia - S. America

Palagis Ice Cream

5. NAME OF BUSINESS

55 Bacon St. Pawtucket R.I.

7. BUSINESS ADDRESS

02860

(401) 728 0180

9. BUSINESS PHONE

(401) 2192625

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>08/2022</u>	<u>Actual</u>	<u>81 Read Ave</u>	<u>Lincoln R.I.</u>
<u>10/2016</u>	<u>07/2022</u>	<u>23 Cliff St</u>	<u>Central Falls R.I.</u>
<u>06/2016</u>	<u>10/2016</u>	<u>19 Cliff St</u>	<u>Central Falls R.I.</u>

12. Have you ever been arrested or detained by any police agency? X

YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Elena Garcia Weston FL (401) 543 0669
NAME ADDRESS PHONE
2. Duncan O'Brien Pawtucket R.I. (401) 451 9723
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____

Rhode Island
USA

DRIVER LICENSE



1 DOB 05/19/1960 4D LIC # 3640572
2b EXP 06/19/2028 4D REG 04/27/2023

1 ARBOLEDA NARANJO
2 OSCAR

3 81 READ AVE FL 1
LINCOLN, RI 02865-2815

9 CLASS 10
10 END NONE
12 RESTR D

15 SEX M

16 HGT 5-11" 17 WGT 176 lb

18 EYES BR

19 HAIR WH

20 DD 17238396

[Signature]

9/12/2023

PALAGIS ICE CREAM COMPANY

Information to go with Application for a
peddler's Licence in the town of
Smithfield, R.I.

HOURS OF OPERATION:

10 AM to 8 P.M.

MONDAY thru SUNDAY SEASONAL.

APRIL 1st to October 20th

Items for Sale;

ICE CREAM NOVELTIES plus FROZEN

LEMONADE.

PALAGIS ICE CREAM COMPANY is currently
LICENSED in twenty one RHODE ISLAND
CITIES and TOWNS, (List of towns provided
upon Request).



STATE OF RHODE ISLAND
DIVISION OF MOTOR VEHICLES
600 NEW LONDON AVENUE
CRANSTON RI 02920-3024
Web Address: WWW.DMV.RI.GOV



BW31785950

PALAGIS 2000 INC
55 BACON ST
PAWTUCKET RI 02860-4537

Date: 03/13/2023

Registration Certificate

REG NUMBER: 109950	PLATE TYPE: COMMERCIAL	PLATE DESIGN: OCEAN	VEHICLE TYPE: TRUCK	DRIVERS LICENSE: N/A	REG EXP DATE: 03/31/2024
YEAR: 2000	MAKE: CHEVROLET	MODEL: UNKNOWN	BODY TYPE: VAN	MAJOR COLOR: WHITE	MINOR COLOR: WHITE
VEHICLE IDENTIFICATION NUMBER: 5B4HP32R1Y3324330		RENEWAL FEE: \$87.50	GROSS WEIGHT: 8600	# OF PASSENGERS: N/A	# OF CYLINDERS: 6
FUEL TYPE: GAS		CARRYING CAPACITY: N/A	LENGTH: N/A	CCs: N/A	MAX SPEED: N/A
REGISTERED OWNER/LEASING COMPANY: PALAGIS 2000 INC 55 BACON ST PAWTUCKET RI 02860-4537			SECOND OWNER/LESSEE:		

- TAX TOWN: **PAWTUCKET**
- Notice: The law requires that the DMV be notified within 10 days of any change in name or address. Please visit our website to update your address online.
- Plate Cancellation -Excise Tax: Plates must be **cancelled** with the DMV to ensure the vehicle is removed from the city or town tax rolls. Please retain your receipt as proof of cancellation.
- Every registration plate shall be at all times securely fastened in a horizontal position and be in a condition to be clearly legible. Validation stickers are only to be placed securely on the lower right corner of the registration plate.
- Registration Certificate shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.
- Proof of valid insurance/financial security is required as per Rhode Island General Laws § 31-47 (Motor Vehicle Repairs Act).
- It is your responsibility to renew your registration prior to the expiration date. Failure to do so may result in the assignment of new plates.
- Failure to obtain an **Emissions Inspection** on or before **N/A** will result in this vehicle being suspended.
- Not valid without official signature of Administrator.
- Any vehicle operating in excess of legal weight limits is required to have an overweight permit per Chapter 31-25 of the Rhode Island General Laws. Failure to obtain an overweight permit may result in the imposition of fines and/or other penalties.

208

WALTER R. CRADDOCK
ADMINISTRATOR
DIVISION OF MOTOR VEHICLES



State of Rhode Island
Division of Taxation
One Capitol Hill
Providence, RI 02908-5800



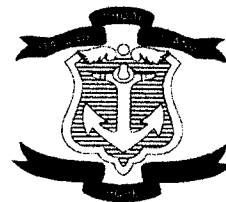
Phone: (401) 574-8955
TTY Via 711
Fax: (401) 574-8914
Email: Tax.Excise@tax.ri.gov

PALAGIS 2000 INC ALEJANDRO ARTEAGA
55 BACON STREET
PAWTUCKET, RI 02860

State of Rhode Island
DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2023 to 06/30/2024



ID: 2-0325-0851

ISSUED TO:

PALAGIS 2000 INC ALEJANDRO ARTEAGA
55 BACON ST
PAWTUCKET, RI 02860-4537

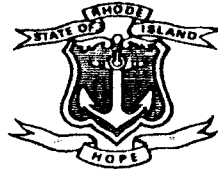
This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. **The ID number, which appears in the upper left-hand corner of this permit is your license number for this place of business. Do not use this number to file returns.** Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 280-RICR-20-70-12. **The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit.**

THIS PERMIT MUST AT ALL
TIMES BE PROMINENTLY
DISPLAYED AT THE LOCATION
FOR WHICH IT IS ISSUED.

NEENA S. SAVAGE
TAX ADMINISTRATOR

DATE ISSUED: 06/16/2023

State of Rhode Island



Department of Health Center for Food Protection

This is to certify that PALAGIS ICE CREAM located at VEHICLE REG 109950/TRUCK 208, 55 BACON STREET, PAWTUCKET RI 02860, having given satisfactory evidence that said establishment is qualified in conformity with Chapter 21-27 of the General Laws of 1956, as amended, is hereby granted a

FOOD BUSINESS LICENSE

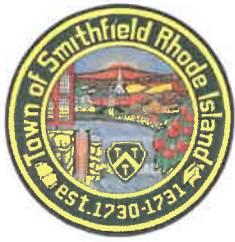
to operate a Food Business at the above address in the State of Rhode Island, for the period ending: **04/30/2024**

License Number: FSV28205

License: Mobile Food Service - Seasonal/Truck

THIS LICENSE IS NOT TRANSFERABLE.

This license must be posted where consumers can see it.



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: September 19, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director

RE: Vehicle Purchase – Greater Boston Police Council – One (1) 2024 International HV607 - 41,000 GVW Cab and Chassis

Background:

The intent of these funds is to continue to modernize the Department of Public Works fleet.

The request before you this evening will replace one 1994 Ford L-8000 dump truck.

The cab and chassis purchased will also have a swap loader installed on it through a separate bid purchase. Swap loaders provide tremendous flexibility to the truck, with the ability to switch between a dump truck to a flat bed, sander installations or winter pretreatment applications in a matter of minutes, and improves productivity throughout the year.

Financial Impact:

The funding for this contract is contained within the Public Works annual capital budget.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council, as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888, for the purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888, for the purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.*

Gene Allen

From: Brian McDermott <bmcdermott@allegiancetrucks.com>
Sent: Tuesday, August 1, 2023 11:52 AM
To: Gene Allen
Subject: [EXTERNAL] GBPC budget quote

Good morning Gene,

It seems that if we can get a build slot and can order the truck before October 1, 2023, as a 2024 model, the current quote should be good.

I'm waiting for slot allocation and will let you know as soon as I'm able to place an order.

Thanks

Brian McDermott

Sales representative

ALLEGIANCE
— TRUCKS° —

17 O'Keefe Lane
Warwick, R.I. 02888
O: (401) 784 3060
C: (401) 255-9482
www.AllegianceTrucks.com

NON-CDL Snow-Fighter with full-lock rear axle and parent frame extension

Prepared For:
TOWN OF SMITHFIELD
Gene Allen
64 FARNUM PIKE
ESMOND, RI 02917-
(401)233 - 1000
Reference ID: N/A

Presented By:
ALLEGIANCE TRUCKS
Brian McDermott
17 O'KEEFE LN.
WARWICK RI 028881022
401-784-3060

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Budgetary Quote



Model Profile

2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 37000. Calc. GVWR: 41000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 33.23% / 4.49% @ 55 MPH Calc. Geared Speed: 72.8 MPH
DIMENSION:	Wheelbase: 163.00, CA: 95.90, Axle to Frame: 41.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L M870 (BRIDGESTONE), 485 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H M799 (BRIDGESTONE), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 163.00 Wheelbase, 95.90 CA, and 41.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 27" In Front of Grille

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiN

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

Description

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Description

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SOLENOID, AIR for Customer Use; Provides (1) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on If Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

DescriptionIncludes

: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.38

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxillary Multileaf Springs

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

Description

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 Axle Configuration, Does Not Include Lift Axles or Spare Wheels

ARM REST, RIGHT, DRIVER SEAT

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

(4) TIRE, REAR 11R22.5 Load Range H M799 (BRIDGESTONE), 495 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L M870 (BRIDGESTONE), 485 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied EquipmentDescription**Goods Purchased**Description

TSC install on spots

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$157,116.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$157,116.00
Total Goods Purchased:		\$3,500.00
Commodity surcharge.	\$2,000.00	
Total Preparation And Delivery:		\$2,000.00
Freight Charge	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$165,716.00
Less Customer Allowance:		(\$42,234.82)
Total Vehicle Price:		\$123,481.18
Total Sale Price:		\$123,481.18
Total Per Vehicle Sales Price:		\$123,481.18
Net Sales Price:		\$123,481.18

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

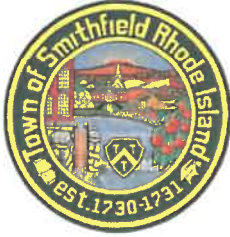
This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Please Note: Any surcharges that are levied in the future are a pass through and will affect selling price.



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

DATE: September 19, 2023

TO: Town Manager Randy R. Rossi

FROM: Gene Allen, Director of Public Works

SUBJECT: Resolution for the Purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their September 19, 2023, Town Council Meeting, to pass a resolution authorizing the financing of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.

The first of four (4) lease payment was budgeted as part of the FY 24 budget.

A draft of the resolution is attached to this memo.

MOTION:

That the Smithfield Town Council authorizes the attached resolution as submitted.

RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW INTERNATIONAL HV607 – 41,000 GVW CAB AND CHASSIS, THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18, which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) new International HV607 41,000 GVW Cab and Chassis truck is essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18 by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

SECTION 2. The form and other details, terms and conditions of the Lease, shall be fixed by the Finance Director and the Town Manager, and must be approved by the Town Solicitor.

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$123,481.18 and shall be reimbursed not later than forty-eight (48) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

SECTION 5. This Resolution shall take effect upon its passage.

PASSED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn Antonuccio
Town Clerk



SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

To: Smithfield Water Supply Board

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Water Commissioner 

Date: September 12, 2023

Re: Request for Waiver – Chapter 350 Waterline Extensions

Background:

A request for waiver from Chapter 350, Waterline Extensions, has been received from InSite Engineering Services, LLC on behalf of the owner of Plat 42, Lot 011A on Whipple Road. The lot is located approximately 100 feet east of the intersection of Douglas Pike and has approximately 950 feet of frontage.

The proponent has received Master Plan approval from the Planning Board, contingent on receiving a waiver from the Smithfield Water Supply Board from Chapter 350, Waterline Extensions.

Chapter 350-1-A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall, at the developer's expense, install lines and service stubs in such plat or land development and shall connect the same with the existing water system, pursuant to Town-approved plans, which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board rates, rules and regulations in effect at that time.

Chapter 350-1-C. "If said owner and developer can prove that said waterline extension is impractical, or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions, as it deems to be in the best interests of the public health, safety and welfare".

The proponent has provided a letter, dated August 23, 2023, attached, detailing the approximate cost of the water main extension of 1,100 feet would be \$482,000. The developer is proposing four new lots so the cost per lot would be approximately \$120,000. The developer is claiming the cost of the water main extension makes their project unfeasible.



SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

Financial Impact:

Although Chapter 350 allows for a waiver to be granted based on impracticability or financial infeasibility, it fails to provide standards against which this might be measured.

Chapter 350 appears to promote and encourage the installation of new water mains for new developments within 2,500 feet from an existing water main. This development is approximately 100 feet from the 12 inch diameter water main on Douglas Pike.

Recommendation:

That the Smithfield Water Supply Board Advisory Commission reviewed this request at their September 11, 2023 meeting and voted unanimously to deny the request for waiver.



August 23, 2023

Gene Allen, Director / Water Commissioner
Department of Public Works
Town of Smithfield, RI
3 Spragueville Road, Smithfield, RI 02917

Subject: Whipple Farm Subdivision
Whipple Road
Water Main Extension Waiver

Dear Mr. Allen:

On behalf of our client, Michael and Monique Sabatino, we provide to you this letter requesting a waiver to the requirements of Town of Smithfield General Laws Section 350-1: Extension of Water Service.

The existing property is located on Whipple Road within Smithfield Assessor Map 42 Lot 11A. The site contains 13.2 acres of land and is located just east of the intersection of Douglas Pike (Rte. 7). The client recently received Master Plan approval for a new 4-lot subdivision and will be seeking Preliminary approval on August 30, 2023.

As part of the rules and regulations it is stated that the town ordinance Section 350-1: Extension of Water Main - requires a main extension for any new subdivision within 2500' of an existing line. An existing water is located within Douglas Pike.

While the property is located within 100' from the intersection with Douglas Pike the entire frontage of the property is approximately 1000'. The town would require the extension of the 8" main to terminate at the end of property or approximately 1100'.

InSite has prepared a cost estimate to install the 8" water extension. The estimate includes mobilization, materials, repair, traffic control, inspections, and fees. These fees were generated using the RIDOT WAUP values and known and estimated fees associated with the town review, tie-in fees and inspections. (See Attached) The estimated cost calculated to \$482,00 or approximately \$120,000 per lot.

Whipple Farm Subdivision
Waiver Request
8/23/23

Under Section 350-1.C it is stated

“If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.”

The \$120,000 per lot cost would make this project unfeasible. Therefore, it is requested to consider in lieu the installation of 10,000-gallon cistern. This cistern would be located between lots three and four. This request would be similar to the cistern installed for the “Whipple Glen” 5-lot subdivision to the east. The cistern would cost approximately \$75000 or \$18,750 per lot.

We kindly request your review of this matter. My client would also seek to be added to the regular town council meeting agenda in order to discuss this request. If there are any questions will be happy to discuss them with the Board.

Sincerely,
InSite Engineering Services, LLC



Paul D. Carlson, PE
Vice President

WHIPPLE FARM SUBDIVISION WATER MAIN EXTENSION ESTIMATE

WATERLINE REQUIREMENTS: 1100 ft x 4' wide x 5' deep

dist	Description	UM	WAUP Awarded	AMOUNT	Cost
201.0407	REMOVE AND DISPOSE PAVEMENT AND RIGID BASE	SY	\$25.00		490
202.0100	EARTH EXCAVATION	CY	\$23.49		750
203.0650	SAND FILL UNDER STRUCTURES	CY	\$25.00		260
206.0312	COMPOST FILTER SOCK 12 INCH DIAMETER	LF	\$5.97		1000
212.2100	MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS	LS	\$4,825.25		1
302.0100	GRAVEL BORROW SUBBASE COURSE	CY	\$29.89		820
401.3003	CLASS 9.5 HMA FOR PATCHING	TON	\$300.00		110
403.0300	ASPHALT EMULSION TACK COAT	SY	\$43		490
701.5206	8 INCH DUCTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	LF	\$275.00		1100
712.0100	WATER GATE BOX	EACH	\$500.00		4
714.8163	POST TYPE HYDRANT	EACH	\$7,500.00		1
914.5010	FLAGPERSONS	MHRS	\$68.11		60
922.0100	TEMPORARY CONSTRUCTION SIGNS STANDARD 29.1.0 AND 27.1.1	SF	\$16.36		200
923.0105	DRUM BARRICADE STANDARD 26.2.0	BDAY	\$74		150
931.0110	CLEANING AND SWEEPING PAVEMENT	HSY	\$5.18		
932.0100	CUTTING AND MATCHING ASPHALT	LF	\$1.78		3000
932.0200	FULL-DEPTH SAWCUT OF BITUMINOUS PAVEMENT	LF	\$1.54		3000
936.0100	MOBILIZATION AND DEMOBILIZATION	LS	\$164,900.00		0.1
	TOWN INSPECTION FEES	EACH	\$4,500.00		1
	TOWN INSPECTION FEES	DAY	\$1,000.00		8
	TOWN CONNECTION FEE - 8"	EACH	\$9,500.00		1
	1" SERVICE CONNECTION AND WATER STOP	EACH	\$2,500.00		4
	TOTAL ESTIMATED FEE				\$482,302.85

Chapter 350

WATERLINE EXTENSIONS

GENERAL REFERENCES

Building construction — See Ch. 154.

Subdivision of land — See Ch. 316.

Sewers — See Ch. 294.

ARTICLE I

Construction of Waterlines and Other Water Capital Equipment by Private Developers**§ 350-1. Extension of water service.**

- A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall at the developer's expense install lines and service stubs in such plat or land development and shall connect the same with the existing water system pursuant to Town-approved plans which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board rates, rules and regulations in effect at that time.
- B. The entire cost of the installation of all waterlines and laterals to serve any such subdivision or land development project and any lot thereof shall be paid by the developer, including the cost of engineering review services incurred during the permit review process by the Smithfield Water Supply Board's personnel and/or its consulting engineers. Said entire cost shall include, but not be limited to, the cost of full engineering services, both preliminary and inspection during the actual installation of such waterline project, and the cost of all materials, services, labor, inspection and supplies for constructing and laying out waterlines and connecting the same with the Smithfield Water Supply Board waterline system. The owner and developer shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of said waterlines and laterals.
- C. If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.

§ 350-2. Required submissions.

- A. Said developer shall furnish an original site location plan and two clear prints showing the following:
 - (1) Site location plan(s) with proposed waterline horizontal and vertical alignment at one inch: 40 feet horizontal and one inch: Four feet vertical;
 - (2) Limits of area measured in acres which could be served by extending the proposed waterline; and
 - (3) Area in acres of the proposed and future development within the developer's site.
- B. The size of each drawing shall be 36 inches wide by 24 inches high to the trim lines. The horizontal plan scale shall be no greater than one inch equals 40 feet and the profile scale shall be horizontal one inch equals 40 feet and vertical one inch equals four feet.
 - (1) The title block is to be placed in the lower right-hand corner of each drawing

and shall include: town name, development name, drawing title, name of developer, name of designer, date, scale, sheet number and designer's current Rhode Island Registered P.E. stamp.

- (2) Each drawing is to be stamped and signed by a currently registered Rhode Island professional engineer and shall be drawn specifically for the proposed water facilities. Drawings prepared for subdivision approval submission and the like are not acceptable.
- (3) Plan review stages for approval are: conceptual plan, hydraulic model, piping and layout.

C. The required drawings shall conform to the following design requirements:

- (1) Plan. The 40 scale plan(s) shall clearly show all existing and proposed physical data within 50 feet of the project, including but not limited to structures; street lines; easement and lot layout; plat and lot numbers; types of paving; utilities; wetlands; any other pertinent topographical features; North arrow; notes, etc.
- (2) Profile. The profile shall show the existing underground utility infrastructure size(s), station, depth of cover, shutoffs (valves), laterals, hydrants, thrust blocks, etc., all utilities crossing the waterline, existing and finished grades and other notes.
- (3) Sewer/water separation. Where existing conditions do not permit the minimum clearance of water mains both horizontally and vertically, separation of sewers and water mains shall be in accordance with the Rhode Island Water Resources Board guidelines, or as otherwise approved by the Smithfield Water Supply Board.
- (4) General. On private property, where a future street is not reasonably contemplated, the minimum depth of cover over all waterlines shall be five feet or below the local frost line, whichever is greater. Where existing conditions do not permit, lesser depth of covering using an alternative piping may be considered by the Smithfield Water Supply Board if proper insulation methods are demonstrated.

D. The following notes shall appear on the drawings submitted for each water extension approval.

- (1) "The developer shall make application for and pay all fees for permitting and inspections required to construct this project."
- (2) "Prior to receiving authorization to construct, all materials shall meet the standards and receive the written approval, based on manufacturer's drawings and other data, of the Smithfield Water Supply Board or its authorized representative."
- (3) "Installation of the waterline facilities shall be in accordance with the Smithfield Water Supply Board rules, rates and regulations in existence at the time of the approval of the extension request, which may be amended from time to time, and any other applicable Town ordinances, regulations and policies."

- (4) "All water facilities shall meet testing and cleaning requirements prior to acceptance in accordance with all requirements of the Smithfield Water Supply Board."
 - (5) "Two sets of as-built drawings stamped by a currently registered Rhode Island Professional Engineer shall be filed with the Smithfield Water Supply Board as a condition for acceptance of the new water facilities."
 - (6) "No flow will be accepted until all the above steps are completed and a completion certificate is issued."
- E. Said developer shall file two copies of water flow hydraulic modeling calculations which shall be validated by the Town's Water Supply Board Inspector or consulting engineering firm. These calculations shall show the location and number of present and future units on no greater than 40 scale drawings. Water quantities shall be in gallons per minute for both average daily and maximum hourly flows. The calculations shall follow Rhode Island Water Works standards to determine flow calculations.

§ 350-3. Laterals.

The developer shall install not only the waterline in the street but also all building water laterals with lateral shutoff valves from the water main to the property line along any route of extension or within the development. The developer shall cap all open ends of the waterline and provide exact lateral ties and elevations so that the capped ends will be readily available.

§ 350-4. Standard specifications and details.

The installation of waterlines and laterals shall be in accordance with the Town of Smithfield Water Supply Board plan review and any adopted policies and procedures, copies of which may be obtained from the Water Supply Board. Specifications for all special structures and conditions shall be prepared by the developer for the Water Supply Board or its authorized representative's review and approval.

§ 350-5. Easements.

Where site constraints may prevent installation of the waterline within the street, twenty-foot wide easements shall be required and deeded to the Town. The waterline shall favor one side of the easement to allow for equipment placement in the event of a repair. The easement shall extend beyond the waterline to a public highway. All easements must be readily passable by way of a constructed gravel road for maintenance vehicles and equipment and shall be gated, unless otherwise directed by the Board. No permanent structures shall be built on any easement. The form and location of all easements must be approved in advance of construction by the Smithfield Water Supply Board.

§ 350-6. As-built plans.

Upon completion of construction and prior to acceptance of any water connection, the completed facilities shall be tested by the installer and witnessed and approved by the Smithfield Water Supply Board. All final information shall be corrected and/or added

to the original drawings and two complete sets of Mylar reproducible as-built drawings shall be furnished to the Smithfield Water Supply Board. The developer shall also deliver the as-built set of plans in an AutoCAD or ESRI GIS and Adobe electronic formats.

§ 350-7. Installation.

A road-opening permit from either the Smithfield Public Works Department or RI DOT will be required along with the payment of all applicable charges associated with this permit prior to any construction. All construction shall be in accordance with the approved plans and materials, standard specifications and details. Any work not meeting the approved standards shall be immediately removed and replaced at the full cost of the developer. Board approval for installation does not negate the developer's responsibility to obtain any and all other applicable local, state and federal approvals and permits.

§ 350-8. Inspection.

- A. Water main installation testing and chlorination shall be inspected by the Town's consultant and/or Smithfield Water Supply Board Inspector. Forty-eight hour advance notice shall be provided to the Smithfield Water Supply Board for inspection, and all fees shall be paid by the developer.
- B. The applicant for the building permit shall notify the Water Supply Board when the building water connection is ready for inspection and connection to the public waterline. A forty-eight hour notice is required for all inspections of the project and all fees shall be paid by the developer.
- C. No water facilities will be approved by the Smithfield Water Supply Board without final inspection and approval by the Town's inspector.

ARTICLE II

Town Construction of Waterline Extensions by Petition**§ 350-9. Petition procedure.**

- A. Town residents may petition the Smithfield Water Supply Board to install water service into an area within the jurisdiction of the Board that has been determined by the Town Engineer and Smithfield Water Supply Board Superintendent as appropriate for a waterline extension which will comply with minimum fire flow and pressure requirements. At least 67% of the property owners in the proposed area must sign a formal petition requesting the Town to install the water system and file the petition with the Board. After said petition has been filed, the Town will prepare an estimated cost analysis of said water project, including but not limited to the construction cost, engineering fees, inspection fees, interest rate and an estimated annual assessment based on the payback terms. If at least 67% of the property owners in the proposed area agree in writing to the terms of the estimated annual assessment, the Board shall conduct a public hearing on the petition and shall have the final authority to approve, deny, or modify the request.
- B. Construction of said waterline extension shall be in accordance with all of the Smithfield Water Supply Board rules and regulations, Town ordinances, as well as all applicable standard specifications and details regarding the installation of public waterlines in the Town of Smithfield.

ARTICLE III
Assessment Charges

§ 350-10. Petitioned extensions.

- A. Whenever any waterline is constructed by the Town as a result of a petition filed by Town residents, the Board shall direct an assessment to be made upon all lots to which water is made available. Such assessments shall be set at a rate not exceeding actual costs incurred by the Town, including costs for bringing such waterline through intersections and across other public properties. The assessment will be prorated over a time period and shall accrue interest at a rate established by the Board. All such assessments shall be effective against such lots as of the time that the waterline is made available to such lots.
- B. Any special assessment arrangements or agreements existing prior to the effective date of this Waterline Extension Ordinance will be governed, reviewed and resolved by separate resolution of the Board.

§ 350-11. Extensions by private parties.

- A. Any private owner or developer other than the Town who extends a waterline within the jurisdiction of the Smithfield Water Supply Board shall be subject to the assessment charges established by said Water Supply Board, as the same may be amended from time to time.
- B. The aforesaid assessment charges must be paid in full prior to connection with the Smithfield Water Supply Board water system.

ARTICLE IV
Out-of-District Extensions

§ 350-12. Out-of-district extensions.

Any request for an out-of-district extension into another water district may not be considered by the Board unless it is accompanied by a written denial of service from the water district where the requesting property or properties are located. Any such out-of-district extension may not be considered unless it is accompanied by an executed inter-municipal agreement in a form acceptable to the Board which includes remedies for nonpayment of any water charges assessed. No out-of-district extension may be constructed unless it is approved in advance by the Board.



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

DATE: September 13, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Christopher McWhite, Building Official
RE: Town Hall Interior Painting Project

SUBJECT:

At the Town Council meeting on July 5, 2023 the Council approved the advertising of a Request for Proposals (RFP) for painting several areas of concern where the paint is dingy and worn; corridors, stairways and several offices at Town Hall.

The Purchasing Agent advertised this RFP, and three (3) proposals were received. Proposals were received from Construction Junction, located in North Smithfield, with a Total Cost of: \$85,145.00; Plan B Construction, located in Barrington, with a Total Cost of: \$37,000.00 and Strategic Solution Team, located in Providence, with a Total Cost of \$430,000.00.

Due to the large pricing discrepancies, the Purchasing Agent had follow-up conversations and meetings with the respondents to determine if all were following the rules and instructions as advertised on the RFP and the site visit/walk thru, and he has determined that all were following the same rules and instructions.

Therefore, we are seeking Town Council approval to award the Town Hall Interior Painting Project to the lowest qualified bidder, Plan B Construction, located in Barrington, with a Total Cost of: \$37,000.

ATTACHMENTS:

Copy of the Bid Tabulation and all Proposals for review.

FINANCIAL IMPACT:

Town Hall Capital Improvement funds

MOTION:

That the Smithfield Town Council hereby award the Town Hall Interior Painting Project to the lowest qualified bidder, Plan B Construction, located in Barrington, with a cost not to exceed: \$37,000.



TOWN OF SMITHFIELD

BID TABULATION

DATE: August 24, 2023

PROJECT: RFP# 23-0617 - Town Hall - Interior Painting Services

PREPARED BY:

CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	COST CATAGORIES	ITEMIZED COSTS	TOTAL OF COSTS
CONSTRUCTION JUNCTION 11 MAIN ST., PO BOX 1012 NORTH SMITHFIELD, RI 02896 ATTN: JOSEPH IONKIN PHONE: 860-890-2353 constructionjunction1012@gmail.co	Base Bid: All Common Areas-Corridors/Hallways, Restrooms, Stairways & Conference Rooms	\$22,325.00	\$85,145.00
	Alernate 1: Lower level-	a. Engineering Office: \$5,500.00	
		b. Building/Zoning Office: \$6,250.00	
		c. Planning Office: \$7,200.00	
	Alternate 2: 1st. Floor Areas- a. IT Director, Controller, Tax Collector(front counter area):	\$11,275.00	
		b. Town Clerks Office: \$9,380.00	
	Alternate 3: 2nd Floor Areas- a. Offices of the Town Manager, EMA Director:	\$9,640.00	
		b.Town Council Chambers: \$13,575.00	
PLAN B CONSTRUCTION CO. 86 BLANDING AVE BARRINGTON, RI 02806 ATTN: BRIAN D. PATCH PHONE: 508-212-1557 BDPATCH@COX.NET	Base Bid: All Common Areas-Corridors/Hallways, Restrooms, Stairways & Conference Rooms	\$11,000.00	\$37,000.00
	Alernate 1: Lower level-	a. Engineering Office: \$4,000.00	
		b. Building/Zoning Office: \$4,000.00	
		c. Planning Office: \$4,000.00	
	Alternate 2: 1st. Floor Areas- a. IT Director, Controller, Tax Collector(front counter area):	\$6,000.00	
		b. Town Clerks Office: \$5,000.00	
	Alternate 3: 2nd Floor Areas- a. Offices of the Town Manager, EMA Director:	\$1,000.00	
		b.Town Council Chambers: \$2,000.00	
STRATEGIC SOLUTION TEAM 14 SQUANTO STREET PROVIDENCE, RI 02904 ATTN: DR. EZE ASO PHONE: 401-330-6365 INFO@STRATEGICSOLUTIONTEAM.COM	Base Bid: All Common Areas-Corridors/Hallways, Restrooms, Stairways & Conference Rooms	\$210,000.00	\$430,000.00
	Alernate 1: Lower level-	a. Engineering Office: \$40,000.00	
		b. Building/Zoning Office: \$30,000.00	
		c. Planning Office: \$30,000.00	
	Alternate 2: 1st. Floor Areas- a. IT Director, Controller, Tax Collector(front counter area):	\$40,000.00	
		b. Town Clerks Office: \$30,000.00	
	Alternate 3: 2nd Floor Areas- a. Offices of the Town Manager, EMA Director:	\$25,000.00	
		b.Town Council Chambers: \$25,000.00	

REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.

TOWN OF SMITHFIELD
RHODE ISLAND



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: RFP# 23-0617 - Town Hall – Interior Painting Services Date and time to be opened: <i>Tuesday, August 22, 2023 at 10:00 AM</i>	
Vendor Name:	<i>PLAN B CONSTRUCTION Co.</i>
Vendor Address:	<i>86 BLANDING AVE</i>
City, State, Zip:	<i>BARRINGTON RI 02806</i>
Soc. Sec. # or Fed. Id #:	<i>27-3078663</i>

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

1. BASE BID: All Common Areas – corridors/hallways, restrooms, stairways and conference rooms.

Project Cost:

\$ *ELEVEN THOUSAND DOLLARS* (In words) \$ *11,000.00* (In figures)

2. ALTERNATE 1: Lower Level – Engineering, Building/Zoning and Planning Departments.

a. Engineering Office Cost:

\$ *FOUR THOUSAND DOLLARS* (In words) \$ *4,000.00* (In figures)

b. Building/Zoning Office Cost:

\$ *FOUR THOUSAND DOLLARS* (In words) \$ *4,000.00* (In figures)

c. Planning Office Cost:

\$ *FOUR THOUSAND DOLLARS* (In words) \$ *4,000.00* (In figures)

TOWN OF SMITHFIELD
RHODE ISLAND

COST PROPOSAL FORM - continued

3. ALTERNATE 2: 1st Floor Areas - IT, Town Clerk, Controller, Tax Collector (front counter).

a. Offices of; IT Director, Controller, Tax Collector (front counter) - Cost:

\$ SIX THOUSAND DOLLARS (In words) \$ 6,000 (In figures)

b. Town Clerks Office Cost

\$ FIVE THOUSAND DOLLARS (In words) \$ 5,000.⁰⁰ (In figures)

4. ALTERNATE 3: 2nd Floor Areas - Town Council Chambers, Town Manager, EMA Director.

a. Offices of; Town Manager, EMA Director - Cost:

\$ ONE THOUSAND DOLLARS (In words) \$ 1,000.⁰⁰ (In figures)

b. Town Council Chambers Cost:

\$ TWO THOUSAND DOLLARS (In words) \$ 2,000.⁰⁰ (In figures)

CONTACT INFORMATION

BRIAN D. PATCH
CONTACT PERSON NAME

EMAIL: b d patch@cox.net

PHONE: 508.212.1557

FAX: N/A

Brian D. Patch
AUTHORIZED SIGNATURE

Gen. Mgr.
TITLE

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Plan B Construction Company, LLC
86 Blanding Avenue
Barrington, RI 02806

OWNER:

(Name, legal status and address)

Town of Smithfield, 64 Farnum Pike, Smithfield, RI
64 Farnum Pike
Smithfield, RI 02917

BOND AMOUNT: Ten Percent of Bid Amount

10 %

PROJECT:

(Name, location or address, and Project number, if any)
Smithfield Town Hall Interior Painting Project

Bond Number: 446890

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

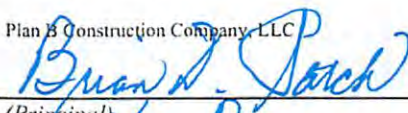
Signed and sealed this 22nd day of August, 2023


(Witness)

Plan B Construction Company, LLC

(Principal)

(Title)


VICE PRES.

(Seal)


(Witness) Jessica Mendonca

Merchants National Bonding, Inc.

(Surety)

(Title) Denise A Chianese Attorney-in-Fact

(Seal)

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 446890

Directors of

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Denise A Chianese

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of August, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of August, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of August, 2023.



William Warner Jr.
Secretary

TOWN OF SMITHFIELD
RHODE ISLAND



Original

ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: RFP# 23-0617 - Town Hall – Interior Painting Services Date and time to be opened: Tuesday, August 22, 2023 at 10:00 AM	
Vendor Name:	Construction Junction Inc
Vendor Address:	11 Main St
City, State, Zip:	North Smithfield, RI 02896
Soc. Sec. # or Fed. Id #:	465056341

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

1. **BASE BID:** All Common Areas – corridors/hallways, restrooms, stairways and conference rooms.

Project Cost:

\$ Twenty-Two Thousand Three Hundred \$ 22,325
(In words) Twenty Five (In figures)

2. **ALTERNATE 1: Lower Level** – Engineering, Building/Zoning and Planning Departments.

a. Engineering Office Cost:

\$ Five Thousand Five Hundred \$ 5,500
(In words) (In figures)

b. Building/Zoning Office Cost:

\$ Six Thousand Two Hundred Fifty \$ 6,250
(In words) (In figures)

c. Planning Office Cost:

\$ Seven Thousand Two Hundred \$ 7,200
(In words) (In figures)

**TOWN OF SMITHFIELD
RHODE ISLAND**

COST PROPOSAL FORM - continued

3. ALTERNATE 2: 1st Floor Areas – IT, Town Clerk, Controller, Tax Collector (front counter).

a. Offices of; IT Director, Controller, Tax Collector (front counter) - Cost:

\$ Eleven Thousand Two Hundred Seventy Five \$ 11,275
(In words) Five (In figures)

b. Town Clerks Office Cost

\$ Nine Thousand Three Hundred Eighty \$ 9,380
(In words) (In figures)

4. ALTERNATE 3: 2nd Floor Areas – Town Council Chambers, Town Manager, EMA Director.

a. Offices of; Town Manager, EMA Director - Cost:

\$ Nine Thousand Six Hundred Forty \$ 9,640
(In words) (In figures)

b. Town Council Chambers Cost:

\$ Thirteen Thousand Five Hundred Seventy Five \$ 13,575
(In words) Five (In figures)

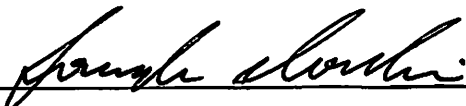
CONTACT INFORMATION

Joseph Ionkin
CONTACT PERSON NAME

EMAIL: Constructionjunction1012@gmail.com

PHONE: 860-890-2353

FAX: n/a


AUTHORIZED SIGNATURE

Administrator
TITLE

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Construction Junction
11 Main Street
Slatersville, RI 02876

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company
6700 Westown Parkway
West Des Moines, Iowa 50266

OWNER:

(Name, legal status and address)

Town of Smithfield
Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917

BOND AMOUNT: Ten Percent (10%) of the Amount of the Accompanying Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Smithfield Town Hall - Interior Painting Project, 64 Farnum Pike, Smithfield, RI 02917 Prepare surfaces and install paint at walls, window frames and trim at common areas and select rooms inside the town hall building.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of August 2023

Stephen Roderick
(Witness)

Zachary Bromage
(Witness)

Construction Junction

(Principal)

(Title)

Merchants Bonding Company

(Surety)

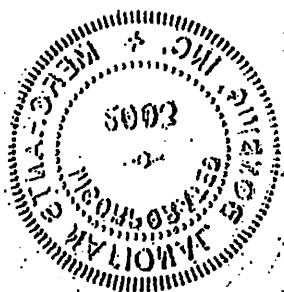
James Bromage Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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081110



Kindred, Ontario

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, James J Bromage; Michael E Bromage; Phyllis A Nigris; Sharon Cardoso

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

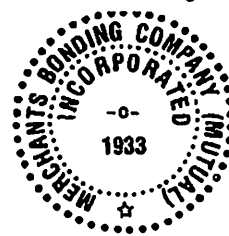
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

"The Pres
to sign"



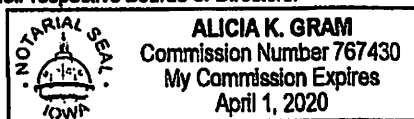
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

"The Pres
to sign"

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of August, 2023.



William Warner Jr.
Secretary

TOWN OF SMITHFIELD
RHODE ISLAND



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: RFP# 23-0617 - Town Hall – Interior Painting Services	
Date and time to be opened: Tuesday, August 22, 2023 at 10:00 AM	
Vendor Name:	Strategic Solution Team, LLC
Vendor Address:	14 Squanto Street
City, State, Zip:	Providence, RI 02904
Soc. Sec. # or Fed. Id #:	45-3232086

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

1. BASE BID: All Common Areas – corridors/hallways, restrooms, stairways and conference rooms.

Project Cost:

\$ Two hundred & ten thousand
(In words) dollars.

\$ 210,000.00
(In figures)

2. ALTERNATE 1: Lower Level – Engineering, Building/Zoning and Planning Departments.

a. Engineering Office Cost:

\$ forty thousand dollars
(In words)

\$ 40,000.00
(In figures)

b. Building/Zoning Office Cost:

\$ Thirty thousand dollars
(In words)

\$ 30,000.00
(In figures)

c. Planning Office Cost:

\$ Thirty thousand dollars
(In words)

\$ 30,000.00
(In figures)

TOWN OF SMITHFIELD
RHODE ISLAND

COST PROPOSAL FORM - continued

3. ALTERNATE 2: 1st Floor Areas – IT, Town Clerk, Controller, Tax Collector (front counter).

a. Offices of; IT Director, Controller, Tax Collector (front counter) - Cost:

\$ Forty thousand dollars (In words) \$ 40,000.00 (In figures)

b. Town Clerks Office Cost

\$ Thirty thousand dollars (In words) \$ 30,000.00 (In figures)

4. ALTERNATE 3: 2nd Floor Areas – Town Council Chambers, Town Manager, EMA Director.

a. Offices of; Town Manager, EMA Director - Cost:

\$ Forty thousand dollars (In words) \$ 40,000.00 (In figures)

b. Town Council Chambers Cost:

\$ Twenty five thousand dollars. (In words) \$ 25,000.00 (In figures)

CONTACT INFORMATION

Dr. Eze Aso

CONTACT PERSON NAME

EMAIL: Info@strategicsolutionteam.com

PHONE: (401) 390-2966

FAX: (401) 861-9728

Aso Eze

AUTHORIZED SIGNATURE

Principal Director.

TITLE

BID BOND



CONTRACTOR: *(Name, legal status and address)*

Strategic Solution Team, LLC
190 Broad Street, Suite 2 W
Providence, RI 02903

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

BOND AMOUNT: Ten Percent of Total Amount Bid (10% of total bid)

PROJECT: *(Name, location or address, and Project number, if any)*

Smithfield Town Hall Interior Painting Project, Smithfield, RI - RFP # 23-0617

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2023

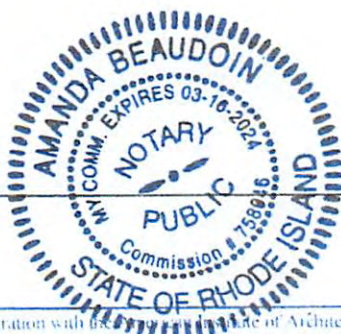
BONDA

(Witness)

Strategic Solution Team, LLC

(Principal) Principal Director (Seal)

(Title)



(Witness)

NGM Insurance Company

(Surety)

(Title) Matthew B. Beaudoin



Attorney-in-Fact

Amenda Beaudoin



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

Bid no B-0042074

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Matthew B. Beaudoin** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number **B-0042074** dated **August 16, 2023**

on behalf of **Strategic Solution Team, LLC**

in favor of **Town of Smithfield**

for **Five Hundred Thousand and no 100-----** Dollars (\$ **500,000.00*******)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: *Kimberly K. Law*

Kimberly K. Law
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 7th day of January, 2020 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020

Loek Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 16th day of August, 2023

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: REQUEST FOR APPROVAL OF THE SMITHFIELD HIGH SCHOOL,
BOYLE ATHLETIC FIELD COMPLEX, GRANDSTAND WITH PRESS-BOX.

DATE: SEPTEMBER 13, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

The Boyle Building Committee at their September 7, 2023 meeting reviewed and approved moving forward with obtaining Proposals for pricing on the Boyle Athletic Field Complex, Grandstand with Press-Box.

The rationale behind this decision is that the original cost previously obtained from Tower Construction, the lowest qualified bidder through the RFP proposal for this part of the project was over the allocated budget. This is mostly due to mark-up of actual cost from the manufacturer being applied.

It was decided that the Purchasing Agent would be tasked with obtaining costs directly from the three (3) manufacturers, to avoid paying the mar-up applied by Tower Construction. The Purchasing Agent confirms that all three manufacturers are part of Purchasing Coop's approved by the State of Rhode Island.

FINANCIAL IMPACT:

Thru the Boyle Athletic Field Project funds.

ATTACHMENTS:

Copy of the proposals.

MOVED:

The Smithfield Town Council hereby approves the Boyle Building Committee and the Purchasing Agent to enter into a contract with the lowest qualified bidder.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

Telephone (401) 233-1017
Fax (401) 233-1091

MEMORANDUM

DATE: September 12, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Public Trust Land

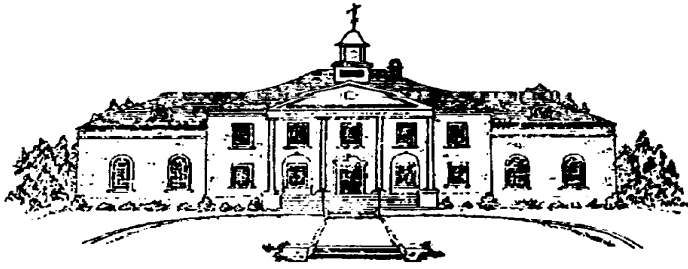
Attached is a resolution that will result the attached list of open space lands to be held in the Municipal Public Trust under Title 45 R.I.G.L Gen Law 45-36-1-3. Lands protected in this way will be perpetually protected from conversion to a use other than the use for which it was originally obtained and is an addition protect for these open space, recreation and conservation areas.

The Land Trust voted to recommend that the Town Council adopt this resolution in February of this year.

Recommended Motion: That the Smithfield Town Council hereby adopts the attached resolution to place the listed properties in the Municipal Public Trust to perpetually protect them from conversion.

Attachments:

Proposed Resolution
List of Public Trust Properties
Property Deeds
Land Trust Resolution
R.I.G.L Gen Law 45-36-1-3 – Municipal Public Trust Dedication



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE (401) 233-1010 FAX (401) 233-1080

THE TOWN OF SMITHFIELD STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE TOWN COUNCIL DEDICATING CERTAIN MUNICIPAL LAND AS PUBLIC TRUST LAND IN ACCORDANCE WITH 45 R.I.G.L. 36.1-3

WHEREAS: based on a unanimous vote of the Land Trust recommending that the Town Council adopt a Resolution conferring certain properties to the Municipal Public Trust in accordance with Title 45 R.I.G.L Gen Law 45-36-1-3.; and

WHEREAS: The Comprehensive Community Plan calls for the Town to ensure that there is sufficient open space protected in perpetuity to maintain the character of the town of Smithfield and ensure that public property is well managed and maintained for public use; and

WHEREAS: The Comprehensive Community Plan calls for the Town to ensure that dedicated open space remains as protected land by enacting multiple layers of protection.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That the following municipal land is placed in public trust to be perpetually protected from conversion to a use other than the use for which it was originally obtained and from development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the Town of Smithfield and the State of Rhode Island and as a natural environment for the people of the Town of Smithfield and the State of Rhode Island in accordance with 45 R.I.G.L. 36.1-3. *Passed as a Resolution of the Smithfield Town Council this 19th day of September, 2023.*

In witness whereof I have hereunto
Set my hand and affixed the official
Seal of the Town of Smithfield this
19th Day of September, 2023.

Lyn Antonuccio, Town Clerk

by the Smithfield Town Council

T. Michael Lawton, President

SMITHFIELD PUBLIC TRUST LAND

Name	Location	Acres	Uses	Owner	Plat/Lot
Latham Brook Preserve	Latham Farm Road	12.3	Trails	Land Trust	Plat49/ Lot 6B
Mowry Conservation Area	Old Forge Road	46	Active Conservation	Town	Plat 49/ Lot 13
Rogler Farm/Farnum Pike Lots	39, 40 Rogler Farm Road	2.9	Unimproved Conservation	Town	Plat 49D/ Lot11, Plat 49D/ Lot 12
Hanton City	Hanton City Trail	105.3	Unimproved Conservation	Land Trust	Plat 49 Lots 82, 87, and 89
Mowry Property	Old Forge Road	19.7	Active Conservation	Land Trust	Plat 49, Lot 139
Connors Farm Conservation Area	Connors Farm Drive	56.8	Active Conservation	Town	Plat 47, Lot 193
Jim Russell Conservation Area	Burlingame Road	42.6	Active Conservation	Land Trust	Plat 47, Lot 219
Pavao Plat	Evans Road	6.49	Subdivision Donation	Land Trust	Plat 47, Lot 13A
Deerfield Park	Blackhawk Trail	97.2	Active Conservation/Recreation	Town	Plat 44, Lot 33
Camp Shepard	Colwell Road	125	Active Conservation/Recreation	Town	Plat 47, Lot 46
Matteo Farm	Swan Road	51.29	Farmland/ Conservation	Land Trust	Plat 47, Lot 276
Wolf Hill Forest Preserve	Mountandale Road/ Farnum Pike	293	Active Conservation	Land Trust	Plat 43, Lot 72; Plat 46, Lots 156 and 166
Mercer Lookout	Wolf Hill Road	24	Active Conservation	Town	Plat 43, Lot 71
Leo Bouchard Conservation Center	5 Waterview Drive	2	Active Conservation	Town	Plat 46, Lot 215
Wolf Hill/ Mountandale	Mountandale Road/ Carlton's Way	12.8	Active Conservation	Town	Plat 43, Lot 165
La Perche Recreation Area	Limerock Road	12.9	Recreation	Town	Plat 45, Lot9b
Geogiaville Beach Dam & Gorge and Islands	Stillwater Road	12.2	Active Conservation	Town	Plat 23, Lot 39; Plat 22, Lot 1
Whipple Field Conservation Area	Fenwood Avenue	8	Unimproved Conservation	Town	Plat 23, Lot 70A; Plat 24, Lots 61B and 61C
Esmond Park	Farnum Pike/ Esmond Street	4.85	Active Conservation	Town	Plat 24, Lot 69; Plat 25, Lots 47B and 47C
Mendes Field/ Town Hall	64 Farnum Pike	6.7	Unimproved Conservation	Town	Plat 24, Lot 116; Plat 32, Lots 14 and 15; Plat 33, Lot 31
Old County School Lot		21.5	Unimproved Conservation	Town	Plat 32, Lot 10; Plat 33, Lot 1
Cascade Brook	Mapleville Road	27.28	Active Conservation	Town	Plat 44, Lot 107A
Greenville Nature Preserve	Smith Avenue/ Sophia Lane	28.33	Active Conservation	Land Trust	Plat 44, Lot 70
Hanson property	13 Wadsworth Drive	16.42	Unimproved Conservation	Town	Plat 42, Lot 130A
Village at Summerfield Donation	Ridge Road/Crest Circle	28.55	Unimproved Conservation	Town	Plat 42.Lot 99
Wenscott Conservation Area	Douglas Pike	7.6	Unimproved Conservation	Town	Plat 42.Lot 39
Cavanagh Donation	561 Douglas Pike		Unimproved Conservation	Land Trust	Plat 45, Lot 91
Shoreline of Mountandale Reservoir	265-287 Mountandale Road		Shoreline Trail	Land Trust	Plat 43, Lot 77; Plat 46, Lot 170
Angell Farm Donation	105 Clark Road		Trails	Land Trust	Plat 45, Lot 72
Wolf Hill	230 Farnum Pike			Land Trust	Plat 46, Lot 15

Smithfield Public Trust Land

	Name	Location	Acres	Uses	Owner	Plat/Lot	
1	Latham Brook Preserve	Latham Farm Road	12.3	Trails	Land Trust	Plat 49/ Lot 6 ~~B~~	
2	Mowry Conservation Area	Old Forge Road	46	Active Conservation	Town	Plat 49/ Lot 13	
3	Rogler Farm/Farnum Pike	39, 40 Rogler Farm Road	2.9	Unimproved Conservation	Town	Plat 49D/ Lot 11 ; Plat 49D/ Lot 12	
4	Hanton City	Hanton City Trail	105.3	Unimproved Conservation	Land Trust	Plat 49 Lots 82, 87, and 89	
5	Mowry Property	Old Forge Road	19.7	Active Conservation	Land Trust	Plat 49, Lot 139	
6	Connors Farm Conservation Area	Connors Farm Drive	56.8	Active Conservation	Town	Plat 47, Lot 193	
7	Jim Russell Conservation Area	Burlingame Road	42.6	Active Conservation	Land Trust	Plat 47, Lot 219	
8	Pavao Plat	Evans Road	6.49	Subdivision Donation	Land Trust	Plat 47, Lot 13A	
9	Deerfield Park	Blackhawk Trail	97.2	Active Conservation/Recreation	Town	Plat 44, Lot 33	
10	Camp Shepard	Colwell Road	125	Active Conservation/Recreation	Town	Plat 47, Lot 46	
11	Matteo Farm	Swan Road	51.29	Farmland/ Conservation	Land Trust	Plat 47, Lot 276	
13	Wolf Hill Forest Preserve	Mountandale Road/ Farnum Pike	293	Active Conservation	Land Trust	Plat 43, Lot 72; Plat 46, Lots 156 and 166	
14	Mercer Lookout	Wolf Hill Road	24	Active Conservation	Town	Plat 43, Lot 71	
15	Leo Bouchard Conservation Center	5 Waterview Drive	2	Active Conservation	Town	Plat 46, Lot 215	
16	Wolf Hill/ Mountandale	Mountandale Road/ Carlton's Way	12.8	Active Conservation	Town	Plat 43, Lot 165	
17	La Perche Recreation Area	Limerock Road	12.9	Recreation	Town	Plat 45, Lot 9b	
18	Geogianville Beach Dam & Gorge and Islands	Stillwater Road	12.2	Active Conservation	Town	Plat 23, Lot 39; Plat 22, Lot 1	
20	Whipple Field Conservation Area	Fenwood Avenue	8	Unimproved Conservation	Town	Plat 23, Lot 70A; Plat 24, Lots 61B and 61C	
21	Esmond Park	Farnum Pike/ Esmond Street	4.85	Active Conservation	Town	Plat 24, Lot 69; Plat 25, Lots 47B and 47C	
22	Mendes Field/ Town Hall	64 Farnum Pike	6.7	Unimproved Conservation	Town	Plat 24, Lot 116; Plat 32, Lots 14 and 15; Plat 33, Lot 31	
23	Old County School Lot		21.5	Unimproved Conservation	Town	Plat 32, Lot 10; Plat 33, Lot 1	
24	Cascade Brook	Mapleville Road	27.28	Active Conservation	Town	Plat 44, Lot 107A	
25	Greenville Nature Preserve	Smith Avenue/ Sophia Lane	28.33	Active Conservation	Land Trust	Plat 44, Lot 70	
26	Hanson property	13 Wadsworth Drive	16.42	Unimproved Conservation	Town	Plat 42, Lot 130A	
27	Village at Summerfield Donation	Ridge Road/Crest Circle	28.55	Unimproved Conservation	Town	Plat 42. Lot 99	

28	Wenscott Conservation Area	Douglas Pike	7.6	Unimproved Conservation	Town	Plat 42, Lot 39	
29		561 Douglas Pike			Land Trust	Plat 45, Lot 91	
30		265-287 Mountaindale Road			Land Trust	Plat 43, Lot 77; Plat 46, Lot 170	
31		105 Clark Road			Land Trust	Plat 45, Lot 72	
32	Wolf Hill	230 Farnum Pike			Land Trust	Plat 46, Lot 15	

① 49/6.8

INST: 00012769
Bk: 772 Pg: 159**WARRANTY DEED**

LEES FARM COMMONS, INC., a corporation organized and existing under the laws of the State of Rhode Island, *for consideration paid in the amount of SEVEN HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN (\$757,557.00) DOLLARS*, grant to the **SMITHFIELD LAND TRUST**, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, as a **SOLE TENANT**,
with WARRANTY COVENANTS:

FOR DESCRIPTION OF THE CONVEYED PREMISES SEE
 EXHIBIT "A" ATTACHED HERETO AND MADE A PART
 HEREOF BY REFERENCE.

The Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as the Grantor is a Rhode Island corporation, as evidenced by affidavit.

IN WITNESS WHEREOF, the said **LEES FARM COMMONS, INC.**, has caused these presents to be signed and its corporate seal to be hereunto affixed by its duly authorized officer this 22nd day of NOVEMBER, 2010.

LEES FARM COMMONS, INC.,

By: William Santoro Vice Pres
WILLIAM SANTORO, Vice President

**STATE OF RHODE ISLAND
 COUNTY OF PROVIDENCE**

In Smithfield, on the 22nd day of NOVEMBER, 2010, before me personally appeared **WILLIAM SANTORO**, the **Vice President** of **LEES FARM COMMONS, INC.**, to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation, and he acknowledged said instrument, by him executed, to be his free act and deed, individually, and in said capacity, and the free act and deed of the said **LEES FARM COMMONS, INC.**

Timothy F. Kane
NOTARY PUBLIC

My commission expires: 9-14-2012

Grantee's address:

3032.00
 TAX \$: 1122.10
 DATE: 11/22/10
 RECORDED: 11/23/10
 008266
 R.I. DEED
 REAL ESTATE CONVEYANCE

INST: 00012749
Bk: 772 Pg: 160**EXHIBIT "A"**

New Lot 6B

That certain tract or parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of Log Road, said point being the most northeasterly corner of The State of Rhode Island Department of Environmental Management and the most southeasterly corner of the herein described parcel;

thence proceeding in a general northwesterly direction a distance of twenty-seven and 04/100 (27.04) feet along the arc of a curve to the right, said curve having a radius of twenty-five and 00/100 (25.00) feet and a delta angle of 61°-57'-49", bounded northeasterly by land now or formerly of the State of Rhode Island Department of Environmental Management, to the point of tangency;

thence proceeding in a northwesterly direction a distance of two hundred ninety-four and 74/100 (294.74) feet, bounded northeasterly by said State of Rhode Island land, to a point;

thence turning an interior angle of 294°-27'-18" and proceeding in a southeasterly direction a distance of one hundred ninety and 64/100 (190.64) feet, bounded southwesterly by said State of Rhode Island land, to a stone bound;

thence turning an interior angle of 183°-33'-12" and proceeding in a southeasterly direction a distance of three hundred eight and 30/100 (308.30) feet, bounded southwesterly by land of Kevin P. & Licette A. Walker, to a point;

thence turning an interior angle of 71°-40'-48" and proceeding in a northeasterly direction a distance of six hundred thirty and 50/100 (630.50) feet, bounded southeasterly by land now or formerly of Paul A. Trask, to a point;

thence turning an interior angle of 87°-27'-18" and proceeding in a westerly direction a distance of five hundred eighty and 84/100 (580.84) feet, bounded northerly by land now or formerly of Mark E. Amesbury, to a drill hole at the end of stonewall;

thence turning an interior angle of 272°-28'-56" and proceeding in a northeasterly direction a distance of four hundred fifteen and 80/100 (415.80) feet, bounded southeasterly by said Amesbury land, to a point;

thence turning an interior angle of 90°-12'-23" and proceeding in a northwesterly direction a distance of two hundred and 00/100 (200.00) feet, bounded northeasterly by land now or formerly of Steven J. & Karen A. Franko, to a point in the easterly line of Burlingame Road;

thence proceeding in a general southwesterly, westerly and northwesterly direction a distance of one hundred fifty-seven and 28/100 (157.28) feet along the arc of a curve to the right, said curve having a radius of fifty and 00/100 (50.00) and a delta angle of 180°-13'-46", said curve being the cul-de-sac at the southerly terminus of Burlingame Road as shown on a plan entitled "Wionkheige Valley Estates Section No. 5 Smithfield, Rhode Island Eastwood Enterprises, Inc." filed on plat card #141, to a point in the westerly line of Burlingame Road;

thence proceeding in a northwesterly direction a distance of three hundred fifty and 00/100 (350.00) feet, bounded northeasterly by land now or formerly of Wionkhedge Associates Inc., to a point;

INST: 00012769
Bk: 772 Pg: 161

thence turning an interior angle of 275°-00'-00" and proceeding in a northeasterly direction a distance of five hundred sixty-five and 00/100 (565.00) feet, to a point;

thence turning an interior angle of 160°-00'-00" and proceeding in a northwesterly direction a distance of nine hundred forty-seven and 65/100 (947.65) feet, to a point;

thence turning an interior angle of 78°-57'-08" and proceeding in a southwesterly direction a distance of four hundred sixty-five and 20/100 (465.20) feet, to a point;

thence turning an interior angle of 272°-43'-47" and proceeding in a northwesterly direction a distance of one thousand fifty-nine and 01/100 (1059.01) feet, bounded northeasterly by Lees Farm Commons, Inc., land, to a drill hole on a stonewall;

thence turning an interior angle of 185°-12'-47" and proceeding in a northwesterly direction a distance of one hundred twenty-four and 54/100 (124.54) feet, bounded northeasterly by said Lees Farm Commons land, to an iron rod at a stonewall corner;

thence turning an interior angle of 191°-54'-53" and proceeding in a northeasterly direction a distance of two hundred nineteen and 11/100 (219.11) feet partially along a stonewall, and passing through a drill hole at the northerly side of a barway (145.60' from the previously mentioned iron rod), bounded southeasterly by said Lees Farm Commons land, to a point;

thence turning an interior angle of 222°-47'-21" and proceeding in a northeasterly direction a distance of thirty-five and 17/100 (35.17) feet, bounded southeasterly by said Lees Farm Commons land, to a point at the southwesterly terminus of Latham Farm Road;

thence turning an interior angle of 90°-00'-00" and proceeding in a northwesterly direction a distance of fifty and 00/100 (50.00) feet, bounded northeasterly by said Latham Farm Road, to a point;

thence turning an interior angle of 180°-03'-16" and proceeding in a northwesterly direction a distance of three hundred thirteen and 40/100 (313.40) feet, bounded northeasterly by land now or formerly of David W. and Pauline G. Lamantia, to a point;

thence turning an interior angle of 135°-04'-07" and proceeding in a northwesterly direction a distance of two hundred forty-two and 23/100 (242.23) feet along a stonewall, bounded northeasterly by land now or formerly of Cedar Forest Associates, LLC, to a point;

thence turning an interior angle of 79°-29'-51" and proceeding in a southwesterly direction a distance of six and 28/100 (6.28) feet along a stonewall, bounded northwesterly by said Cedar Forest Associates, LLC, land, to a point;

thence turning an interior angle of 282°-26'-12" and proceeding in a northwesterly direction a distance of four hundred fifty and 12/100 (450.12) feet along a stonewall, bounded northeasterly in part by said Cedar Forest Associates, LLC, land and in part by land now or formerly of Pendar Realty I, LLC, to a drill hole at the end of the stonewall;

thence turning an interior angle of 205°-16'-15" and proceeding in a northwesterly direction a distance of nine hundred ninety and 31/100 (990.31) feet, bounded northeasterly by said Pendar Realty I, LLC, land, to a stone bound;

thence turning an interior angle of 76°-55'-38" and proceeding in a southwesterly direction a distance of one thousand seven hundred eleven and 93/100 (1711.93) feet, bounded northwesterly by land now or formerly of H. Barrett Jr., Jean C. & Julia Flanders and Kitto Weikert, to a point;

INST: 00012769
Bk: 772 Pg: 162

thence turning an interior angle of 75°-16'-35" and proceeding in an easterly direction a distance of six hundred eighty-five and 25/100 (685.25) feet, bounded southerly in part by land now or formerly of Khatchig and Angela Chirinian, in part by land now or formerly of Edward J. and Leoda M. Parkhurst and in part by land now or formerly of Stephan A. Wolowicz, to a point;

thence turning an interior angle of 272°-43'-40" and proceeding in a southwesterly direction a distance of four hundred nineteen and 58/100 (419.58) feet, bounded northwesterly by said Wolowicz land, to a stone bound;

thence turning an interior angle of 110°-46'-26" and proceeding in a southeasterly direction a distance of eighty-three and 78/100 (83.78) feet, bounded southwesterly by land now or formerly of Dean P. Duefrene and Peter F. and Florence T. Cerruti, to a point;

thence turning an interior angle of 180°-42'-47" and proceeding in a southeasterly direction a distance of six hundred three and 15/100 (603.15) feet, bounded southwesterly by land now or formerly of the Joan E. Mowry Family Trust, to a stone bound;

thence turning an interior angle of 89°-56'-42" and proceeding in a northeasterly direction a distance of six hundred thirty-two and 51/100 (632.51) feet, bounded southeasterly by said Mowry Family Trust land, to a drill hole on a stonewall;

thence turning an interior angle of 180°-57'-20" and proceeding in a northeasterly direction a distance of two hundred six and 95/100 (206.95) feet along a stonewall, bounded southeasterly by said Mowry Family Trust land, to a drill hole at a stonewall corner;

thence turning an interior angle of 257°-23'-57" and proceeding in a southeasterly direction a distance of four hundred twenty-nine and 00/100 (429.00) feet along a stonewall, bounded southwesterly by said Mowry Family Trust land, to a point;

thence turning an interior angle of 253°-29'-59" and proceeding in a southerly direction a distance of seven hundred fifty-five and 32/100 (755.32) feet, bounded westerly by said Mowry Family Trust land, to a stone bound;

thence turning an interior angle of 232°-32'-11" and proceeding in a southwesterly direction a distance of two hundred ninety-five and 58/100 (295.58) feet, bounded northwesterly by said Mowry Family Trust land, to a point;

thence turning an interior angle of 124°-36'-32" and proceeding in a southwesterly direction a distance of one hundred sixty-eight and 21/100 (168.21) feet, bounded northwesterly by land now or formerly of Janice B. Crouse, to a stone bound;

thence turning an interior angle of 97°-56'-48" and proceeding in a southeasterly direction a distance of three hundred thirty-five and 15/100 (335.15) feet, bounded southwesterly by said Crouse land, to a point;

thence turning an interior angle of 249°-47'-55" and proceeding in a southeasterly direction a distance of three hundred ninety-eight and 78/100 (398.78) feet, bounded southwesterly by said Crouse land, to a point;

thence turning an interior angle of 115°-28'-40" and proceeding in a southeasterly direction a distance of one hundred thirty-five and 80/100 (135.80) feet, bounded southwesterly by said Crouse land, to a point;

INST: 00012769

Bk: 772

Pg: 159

thence turning an interior angle of 236°-45'-44" and proceeding in a southeasterly direction a distance of two hundred thirty-seven and 77/100 (237.77) feet, bounded southwesterly in part by said Crouse land and in part by land now or formerly of John W., Jr. and Patricia Steere, to a point;

thence turning an interior angle of 186°-35'-46" and proceeding in a southeasterly direction a distance of one hundred sixty-five and 47/100 (165.47) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 171°-43'-36" and proceeding in a southeasterly direction a distance of ninety-eight and 70/100 (98.70) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 190°-57'-47" and proceeding in a southeasterly direction a distance of one hundred and 87/100 (100.87) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 203°-45'-09" and proceeding in a southwesterly direction a distance of three hundred twenty-eight and 83/100 (328.83) feet partially along a stonewall (passing through a stone bound at a stonewall corner), bounded northwesterly by said Steere land, to a point;

thence turning an interior angle of 124°-38'-01" and proceeding in a southeasterly direction a distance of one hundred five and 69/100 (105.69) feet, bounded southwesterly by land now or formerly of James H. & Susan E. Tierney, to a point;

thence turning an interior angle of 162°-43'-57" and proceeding in a southeasterly direction a distance of six hundred sixty-six and 00/100 (666.00) feet, bounded southwesterly in part by land now or formerly of John S. & Valerie A. English and in part by land now or formerly of Lisa M. Jepson, to a point;

thence turning an interior angle of 264°-09'-29" and proceeding in a southwesterly direction a distance of two hundred sixty-six and 77/100 (266.77) feet, bounded northwesterly by said Jepson land, to a point on the northeasterly line of Log Road;

thence turning an interior angle of 99°-53'-31" and proceeding in a southeasterly direction a distance of two hundred forty-seven and 86/100 (247.86) feet along the northeasterly line of Log Road, to the point and place of beginning;

said parcel contains 5,357,900 s.f. or 123.000 acres of land, more or less, and is shown as A.P. 49 LOT 6B NEW AREA on a plan entitled "ADMINISTRATIVE SUBDIVISION LEES FARM COMMONS, INC. & SMITHFIELD LAND TRUST LOG ROAD, BURLINGAME ROAD & CEDAR FOREST ROAD A.P. 49 LOTS 6B, 161, 161A & 161B A.P. 50 LOTS 50 & 51", dated 10/23/10, prepared by the Town of Smithfield, Anthony E. Muscatelli, Surveyor, and filed as document no. 20100014 in the Town of Smithfield.

~~Book 772 Page 152~~

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Nov 22, 2010 02:57:27P

② 49/13

1180

QUIT-CLAIM DEED

We, Sidney B. Mowry, and wife, Mary E. Mowry, both of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grant to the Town of Smithfield, a municipal corporation in the State of Rhode Island, with Quit-Claim Covenants, the following described property for conservation purposes:

A certain parcel of land situated on the westerly and northwesterly lines of Forge Road in the Town of Smithfield, in the County of Providence, and in the State of Rhode Island; and described and bounded as follows:

Beginning at a point at the southeasterly corner of the herein described and conveyed parcel of land on the northwesterly line of the said Forge Road and being on a granite bound in the ground which defines the southeasterly corner of land owned, now or formerly, by Arthur T. Crossman; thence running northwesterly in part on the center of a stone wall, bounded southwesterly by land owned by the said Crossman, a distance of 154.42 feet to a stone wall corner; thence turning an interior angle of 184°20' and running northwesterly on the center of a stone wall, bounded southwesterly by land owned by the said Crossman, a distance of 482.40 feet to a stone wall corner; thence turning an interior angle of 176°59' and running northwesterly on the center of a stone wall, bounded southwesterly by land owned, now or formerly, by Russell M. Lapham, et ux, a distance of 124.54 feet to a stone wall corner; thence turning an interior angle of 74°52' and running northeasterly in part on a stone wall, bounded northwesterly by land owned, now or formerly, by the said Lapham, a distance of 588.06 feet to an old upright field stone bound on the east side of the top of a high ledge; thence turning an interior angle of 207°28' and running northerly, bounded westerly by land owned, now or formerly, by the said Lapham, a distance of 1662.46 feet to an old field stone bound; thence turning an interior angle of 177°06' and running northerly, bounded westerly by land owned, now or formerly, by New England Sales, Inc., a distance of 349.20 feet to a pipe set in an old heap of stones bound; thence turning an interior angle of 112°26' and running easterly, bounded northerly by land owned, now or formerly by Joseph P. Cesario, a distance of 265.50 feet to a drill hole set in a large stone on ledge and rocks; thence turning an interior angle of 86°07' and running southerly, bounded easterly by land owned by the said Cesario, a distance of 356.88 feet to an old upright field stone bound in rocks; thence turning an interior angle of 278°47' and running easterly, bounded northerly by land owned by the said Cesario, a distance of 79.20 feet to a granite bound set; thence turning an interior angle of 97°57' and running southeasterly, bounded northeasterly by land owned by the said Cesario, a distance of 401.88 feet to a stone wall corner; thence turning an interior angle of 210°52' and running southeasterly in part on the center of a stone wall, bounded northeasterly by land owned by the said Cesario, a distance of 34.66 feet, more or less, to the center of a river known as Mattitue Konnett River; thence turning and running southerly on the center of the said river, bounded easterly, in part, by

7-2-73
m. e. m.

1181

land owned, now or formerly, by Lewis Shaw, et ux, and in part, by land owned, now or formerly, by Carl E. Johnson, et ux, a distance of 825 feet, more or less, to the southwesterly corner of land owned by the said Johnson; thence running easterly on the center of a stone wall, bounded northerly by land owned by the said Johnson, a distance of 118 feet, more or less, to a stone wall corner at the northwesterly corner of land owned, now or formerly, by Alfred Ottaviano, et ux; thence turning an interior angle of $91^{\circ}15'$ and running southerly on the center of a stone wall, bounded easterly by land owned by the said Ottaviano, a distance of 172.52 feet to an angle in the said wall; thence turning an interior angle of $152^{\circ}21'$ and running southwesterly on the center of the said wall, bounded southeasterly by land owned by the said Ottaviano, a distance of 233.20 feet to an angle in the said wall; thence turning an interior angle of $172^{\circ}39'$ and running southwesterly on the center of the said wall, bounded southeasterly, in part, by land owned by the said Ottaviano, and in part, by land owned, now or formerly, by George T. Lamson, et ux, a distance of 204.71 feet to an angle in the said wall; thence turning an interior angle of $231^{\circ}17'$ and running southerly on the center of the said wall, bounded easterly by land owned by the said Lamson, a distance of 130.37 feet to the northerly line of the said Forge Road; thence turning an interior angle of $118^{\circ}40'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 42.12 feet; thence turning an interior angle of $201^{\circ}08'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 51.66 feet; thence turning an interior angle of $196^{\circ}31'$ and running southerly on the westerly line of the said Forge Road a distance of 70.51 feet to a granite bound at the northerly corner of a parcel of land conveyed to the said town of Smithfield from the herein grantor by deed for the purpose of widening the said Forge Road and as delineated by a recorded Plat entitled "A Map of a Parcel of the Land Owner by Sidney B. Mowry to be Conveyed to the Town of Smithfield for Highway and Utility Purposes - Being Land to be Used for the Purpose of Widening Forge Road, dated November 22, 1967", filed in the office of the Town Clerk of the said Town of Smithfield; thence turning an interior angle of $178^{\circ}15'30''$ and running southerly on the westerly line of the said Forge Road a distance of 142.31 feet; thence turning an interior angle of $179^{\circ}48'$ and running southerly on the westerly line of the said Forge Road a distance of 109.91 feet; thence turning an interior angle of $168^{\circ}14'$ and running southerly on the westerly line of the said Forge Road a distance of 109.81 feet; thence turning an interior angle of $154^{\circ}37'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 101.98 feet; thence turning an interior angle of $163^{\circ}01'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 102.56 feet to the granite bound at the herein said point or place of beginning, making an interior angle of $137^{\circ}56'30''$ with the first herein described course at the said point of beginning, the herein last five described courses being on lines of the said Forge Road as delineated by the said Recorded Plat.

The herein described parcel is conveyed subject to the right and privilege of certain land parcels, and the owners thereof, to lay and forever maintain water pipe across the herein described land from the said land parcels to the said Mattie Konnett River, with the right to unrestricted use of water by pump or otherwise. The said certain land parcels covenant to the said privilege being the following delineated parcels:

Parcel No. 1: The land herein described as bounding on the easterly and southeasterly owned,

(2)

1182

now or formerly, by the said
Alfred Ottaviano, et ux.

Parcel No. 2: The land herein described as bounding
on the southeasterly and easterly owned,
now or formerly, by George T. Lamson,
et ux.

Parcel No. 3: The parcel of land situated southerly of
said Ottaviano and easterly of said
Lamson and being land, now or formerly,
owned by Maple Oaks, Inc., and defined
as a part of the land conveyed from the
said Ottaviano to the said Maple Oaks,
Inc. by deed dated March 27, 1962 filed
in deed book 26 on page 125 in the
office of the Town Clerk of the said
Town of Smithfield.

The herein described and conveyed parcel of land
contains 43.7 acres, more or less.

I, Mary E. Mowry, of the Town of Smithfield, wife of
the grantor, Sidney B. Mowry, release to said grantee all my
right of dower and all other interest in the aforescribed
premises.

Witness our hands this 11th day of September
1973,

Stephen E. Coalline

Sidney B. Mowry *S.B.M.*
Mary E. Mowry

State of Rhode Island
County of Providence

In Smithfield on the 11th day of September
1973 before me personally appeared Sidney B. Mowry and Mary
E. Mowry, to me known and by me known to be the parties
executing the foregoing instrument and they acknowledged said
instrument, by them executed to be their free act and deed.

Harriet A. Scott
Notary Public

Received for Record in Smithfield, R.I. Sept. 14, 1973 at 12:05 P.M.

Witness Harriet A. Scott, Deputy Town Clerk

Title 45

Towns and Cities

Chapter 36.1

Municipal Public Trust Dedication

R.I. Gen. Laws § 45-36.1-3

§ 45-36.1-3. Process for municipal declaration of municipal land as public trust land.

Cities and towns may formally dedicate any property they hold for use as a park or for other conservation purposes as a public trust land, to be perpetually protected from conversion to a use other than the use for which it was originally obtained and development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the state and as a natural environment for the people of the state through a duly approved resolution of a city or town council or through any other legally sufficient municipal process. The resolution or other municipal approval shall be recorded in the municipal land evidence records.

History of Section.

P.L. 2021, ch. 135, § 1, effective July 3, 2021; P.L. 2021, ch. 136, § 1, effective July 3, 2021.

④ 49/82

WARRANTY DEED

INST: 00021377
Bk: 512 Ps: 164

We, **WILLIAM H. STEERE, SR.** and **WINIFRED A. POLIQUIN**, of the Town of Smithfield, County of Providence, State of Rhode Island, **WANDA J. RAWLINSON** formerly known as **WANDA J. HOUSEMAN**, of the Town of Cumberland, County of Providence, State of Rhode Island, **WILLIAM H. STEERE, JR.**, of the Town of Patten, State of Maine, collectively owner of a one-half (1/2) interest, and **EDWARD T. CONNOLLY**, of the Town of North Smithfield, County of Providence, State of Rhode Island, and **JOSEPH A. CONNOLLY, JR.**, of the Town of Lincoln, County of Providence, State of Rhode Island, together owning a one-half (1/2) interest, for consideration paid grant to **SMITHFIELD LAND TRUST**, with an address of 64 Farnum Pike, Smithfield, Rhode Island 09217, as a Sole Tenant,
with WARRANTY COVENANTS:

All right, title and interest of the undersigned in and to that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island, being more particularly described on *Exhibit "A"* attached hereto and incorporated herein by reference.

The described property is a portion of the premises conveyed in deed from Elizabeth M. McLaughlin under the Will of John McLaughlin to Oscar H. Steere and Joseph Connolly dated November 26, 1926 and recorded on November 30, 1926 in Book 14 at page 578 in the land Evidence Records for the Town of Smithfield.

This conveyance is subject to easements and rights of way of record.

The Grantors, except for William H. Steere Jr., hereby covenant that this transaction is such that no RIGL §44-30-71.1 withholding is required as they are residents of the State of Rhode Island as evidenced by affidavit. Seller, William H. Steere Jr., a non-resident, has elected to have his gain on the sale withheld from his proceeds and forwarded to the RI Division of Taxation.

The Grantors certify that this transfer is exempt from the requirements of the Rhode Island Life Safety Code as this is vacant land.

WITNESS, our hands and seals this 11th day of August, 2006.

TAX \$ 1,104.00
DATE 8/15/06
RECORDED 0745
TOWN OF SMITHFIELD

007054

RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

William H. Steere Sr.
WILLIAM H. STEERE, SR.

Winifred A. Poliquin
WINIFRED A. POLIQUIN

INST: 00021316
Bk: 512 Pg: 16

Wanda J. Rawlinson
WANDA J. RAWLINSON

William H. Steere Jr.
P/O Attorney in fact Walter J. Kane
WILLIAM H. STEERE, JR.
by his Attorney in Fact,
WALTER J. KANE

Edward T. Connolly
EDWARD T. CONNOLLY

Joseph A. Connolly Jr.
JOSEPH A. CONNOLLY, JR.

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WILLIAM H. STEERE, SR.**, 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.

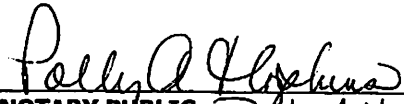
Robert A. Hopkins
NOTARY PUBLIC Robert A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WINIFRED A. POLIQUIN**, to me known and known by me to be the party executing the foregoing

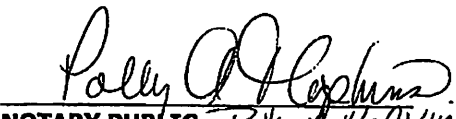
INST: 00021377
Ek: 512 Pg: 166

instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

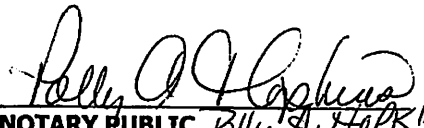
**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WANDA J. RAWLINSON**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

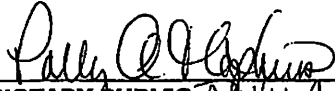
In Smithfield, on the 11th day of August, 2006, before me personally **WALTER J. KANE, Attorney in Fact for WILLIAM H. STEERE, JR.**, to me known and known by me to be the party executing the foregoing instrument on behalf of **WILLIAM H. STEERE, JR.**, and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity and the free act and deed of said **WILLIAM H. STEERE, JR.**


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **EDWARD T. CONNOLLY**, to me known and known by me to be the party executing the foregoing

INST: 00021377
Bk: 512 Pg: 167
instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the ~~10th~~ day of August, 2006, before me personally **JOSEPH A. CONNOLLY, JR.**, 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.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

Grantee's address:
64 Farnum Pike
Smithfield, RI 02917

INST: 00021377
Bk: 512 Pg: 168

EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being the most northwesterly corner of land now or formerly of FMR RI, Inc., said point also being the most southwesterly corner of the herein described parcel;

thence proceeding in a northeasterly direction a distance of one thousand four hundred eighty-five and 47/100 (1485.47) feet, bounded southeasterly by said FMR RI, Inc. land, to a field stone bound;

thence turning an interior angle of 268°-59'-54" and proceeding in a southeasterly direction a distance of six hundred twenty-two and 85/100 (622.85) feet, bounded southwesterly by said FMR RI, Inc. land, to a heap of stones on a boulder;

thence turning an interior angle of 111°-04'-35" and proceeding in an easterly direction a distance of three hundred twenty-one and 00/100 (321.00) feet, bounded southerly by said FMR RI, Inc. land, to a field stone bound;

thence turning an interior angle of 187°-54'-27" and proceeding in a southeasterly direction a distance of five hundred forty-five and 80/100 (545.80) feet, bounded southwesterly by said FMR RI, Inc. land, to a point;

thence turning an interior angle of 69°-42'-16" and proceeding in a northwesterly direction a distance of one thousand two hundred forty-two and 80/100 (1242.80) feet, bounded easterly by land now or formerly of the Audubon Society of Rhode Island, to a drill hole at the end of a stonewall;

thence turning an interior angle of 280°-25'-33" and proceeding in a northeasterly direction a distance of two hundred two and 46/100 (202.46) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

thence turning an interior angle of 177°-25'-12" and proceeding in a northeasterly direction a distance of two hundred sixty-seven and 68/100 (267.68) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to a drill hole at the corner of a stonewall;

thence turning an interior angle of 176°-52'-15" and proceeding in a northeasterly direction a distance of seventeen and 20/100 (17.20) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

thence turning an interior angle of 185°-50'-17" and proceeding in a northeasterly direction a distance of one hundred thirty-two and 50/100 (132.50) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

INST: 00021377
Bk: 512 Pg: 169

thence turning an interior angle of $181^{\circ}-10'-00''$ and proceeding in a northeasterly direction a distance of two hundred eleven and $88/100$ (211.88) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to the corner of a stonewall;

thence turning an interior angle of $110^{\circ}-44'-30''$ and proceeding in a northerly direction a distance of two hundred seventy-seven and $54/100$ (277.54) feet, along the centerline of a stonewall, bounded easterly by land now or formerly of the Audubon Society of Rhode Island, to a point;

thence turning an interior angle of $84^{\circ}-23'-27''$ and proceeding in a northwesterly direction a distance of two hundred twenty-one and $73/100$ (221.73) feet, along the centerline of a stonewall, bounded northeasterly by said Audubon Society land, to the corner of a stonewall;

thence turning an interior angle of $269^{\circ}-37'-32''$ and proceeding in a northerly direction a distance of three hundred ten and $45/100$ (310.45) feet, along the centerline of a stonewall, bounded easterly by said Audubon Society land, to a point;

thence turning an interior angle of $70^{\circ}-32'-43''$ and proceeding in a southwesterly direction a distance of one thousand nine hundred sixteen and $94/100$ (1916.94) feet, bounded northwesterly by land now or formerly of Rhode Island Economic Development Corp., to a field stone bound;

thence turning an interior angle of $79^{\circ}-54'-38''$ and proceeding in a southerly direction a distance of two hundred fifty-two and $85/100$ (252.85) feet, bounded westerly by other land now or formerly of Rhode Island Economic Development Corp., to a point;

thence turning an interior angle of $280^{\circ}-19'-11''$ and proceeding in a westerly direction a distance of one thousand three hundred thirty-nine and $90/100$ (1339.90) feet, bounded northerly by said Rhode Island Economic Development land, to a heap of stones;

thence turning an interior angle of $89^{\circ}-41'-58''$ and proceeding in a southeasterly direction a distance of nine hundred thirty-eight and $79/100$ (938.79) feet, bounded northwesterly by other land now or formerly of Rhode Island Economic Development Corp., to the point and place of beginning;

the last mentioned course forms an interior angle of $85^{\circ}-21'-30''$ with the first mentioned course;

Said parcel contains 3,529,450 s.f. or 81.025 acres of land, more or less, and is shown on a plan entitled "SURVEY PLAN OF LAND A.P. 49 LOTS 82 & 89 prepared for: TOWN OF SMITHFIELD LAND TRUST STEERE PROPERTY off of ALDRICH TRAIL", dated 8/06, scale $1"=100'$.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aug 15, 2006 11:02:31A

④ 49/87

INST: 2018-47025
BK: 1195 PG: 150**QUITCLAIM DEED**

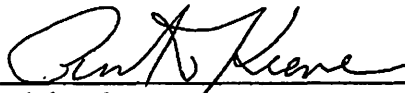
Richard F. Keene of the Town of North Smithfield, County of Providence, and State of Rhode Island, hereby grant to the Town of Smithfield, a Rhode Island municipal corporation with its principal place of business in the Town of Smithfield, County of Providence and State of Rhode Island for consideration in the sum of One and 00/100 Dollars (\$ 1.00) the property bounded and described as follows, with *Quitclaim Covenants*:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantor is a resident of Rhode Island as evidenced by affidavit.

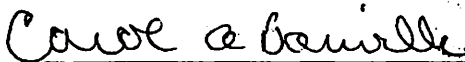
The consideration for this transfer is such that no documentary revenue stamps are required.

WITNESS MY HAND AND SEAL THIS 26th DAY OF DECEMBER, 2018.


Richard F. Keene

State of Rhode Island
County of Providence

In Smithfield on this 26th day of DECEMBER, 2018, before me personally appeared Richard F. Keene to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to his free act and deed.


Notary Public:
My commission expires: 4/22/21

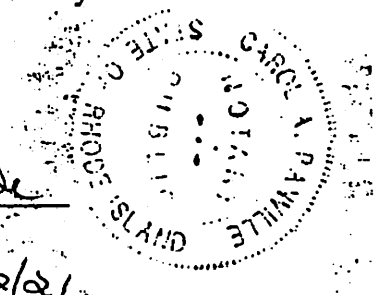


EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Towns of Smithfield and North Smithfield, County of Providence, State of Rhode Island, at a place called Island Woods, bounded and described as follows:

beginning at the southwest corner at a rock with stones upon it called the Burnt Rock, thence proceeding north 53° east a distance of six hundred thirty-five 00/100 (635.00) feet, bounded southeasterly by land now or formerly of R.I. Economic Development Corp. to a field stone bound;

thence proceeding north 37° west a distance of one thousand one hundred ninety-six and 00/100 (1,196.00) feet, bounded northeasterly by land now or formerly of Narragansett Electric Company;

said course is partially bounded northeasterly by the Town of Smithfield and by the Town of North Smithfield to a point;

thence turning an interior angle of 106°-30' and proceeding in a southwesterly direction a distance of five hundred twenty-eight and 00/100 (528.00) feet, bounded northwesterly by land now or formerly of Maurice A. & Constance Bissonette to a point;

thence turning an interior angle of 79°-00' and proceeding in a southeasterly direction a distance of one thousand three hundred sixty-nine and 50/100 (1,369.50) feet, bounded southwesterly by land now or formerly of R.I. Economic Development Corp;

said course is also bounded southwesterly by said Towns of North Smithfield and Smithfield;

the first mentioned course forms an interior angle of 84°-30' with the last mentioned course;

this parcel contains 16.7 acres, more or less, and is partially described as Lot 87 on A.P. 49 and partially described as A.P. 20, no designated lot number.

TOWN OF SMITHFIELD, R.I.
Carol A. Aquilante, Town Clerk
12/26/2018 02:19:59 PM

(4) 49/89

INST: 00021379
Bk: 512 Ps: 171**WARRANTY DEED**

We, **WILLIAM H. STEERE, SR. and WINIFRED A. POLIQUIN**, of the Town of Smithfield, County of Providence, State of Rhode Island, **WANDA J. RAWLINSON formerly known as WANDA J. HOUSEMAN**, of the Town of Cumberland, County of Providence, State of Rhode Island, **WILLIAM H. STEERE, JR.**, of the Town of Patten, State of Maine, for consideration paid grant to **SMITHFIELD LAND TRUST**, with an address of 64 Farnum Pike, Smithfield, Rhode Island 09217, as a Sole Tenant,

with WARRANTY COVENANTS:

All right, title and interest of the undersigned in and to that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island, being more particularly described on *Exhibit "A"* attached hereto and incorporated herein by reference.

Meaning and intending to describe the same premises conveyed by deed of Elizabeth M. McLaughlin the sole remaining Trustee under the Will of John McLaughlin, to Oscar H. Steere, dated November 26, 1927 and recorded November 26, 1927 at 12:12 p.m. in Book 15 at page 445 in the Smithfield Land Evidence Records.

This conveyance is subject to easements and rights of way of record.

The Grantors, except for William H. Steere Jr., hereby covenant that this transaction is such that no RIGL §44-30-71.1 withholding is required as they are residents of the State of Rhode Island as evidenced by affidavit. Seller, William H. Steere Jr., a non-resident, has elected to have his gain on the sale withheld from his proceeds and forwarded to the RI Division of Taxation.

The Grantors certify that this transfer is exempt from the requirements of the Rhode Island Life Safety Code as this is vacant land.

WITNESS, our hands and seals this 14th day of August, 2006.

TAX \$ 152.00
DATE 8-15-2006
RECORDED 2006
TOWN OF SMITHFIELD

007055

RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

William H. Steere Sr.
WILLIAM H. STEERE, SR.

Winifred A. Poliquin
WINIFRED A. POLIQUIN

Wanda J. Rawlinson
WANDA J. RAWLINSON

INST: 00021379
Bk: 512 Pg: 172

William H. Steere Jr.
by his attorney in fact
Walter J. Kane

WILLIAM H. STEERE, JR.
by his Attorney In Fact,
WALTER J. KANE

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WILLIAM H. STEERE, SR.**, 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.

Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WINIFRED A. POLIQUIN**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WANDA J. RAWLINSON**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

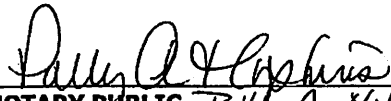
Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

INST: 00021379
Bk: 512 Pg: 173

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 11th day of August, 2006, before me personally **WALTER J. KANE, Attorney in Fact for WILLIAM H. STEERE, JR.**, to me known and known by me to be the party executing the foregoing instrument on behalf of **WILLIAM H. STEERE, JR.**, and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity and the free act and deed of said **WILLIAM H. STEERE, JR.**


NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

Grantee's address:
64 Farnum Pike
Smithfield, RI 02917

JUN-28-06 08:56 AM INTERNATIONAL.MAPPING +7 4012325020

P.02

INST: 00021379
Bk: 512 Pg: 174

EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being the most northwestern corner of land now or formerly of the Audubon Society of Rhode Island and the most northeastern corner of land now or formerly of Aldrich Realty Ltd. and the most southeastern corner of land now or formerly of the Narragansett Electric Company. Said point also being the most southwestern corner of the herein described parcel;

thence proceeding in a northeasterly direction a distance of two thousand three hundred eighty-two and 24/100 (2382.24) feet, bounded southeasterly by said Audubon Society land, to a heap of stones;

thence turning an interior angle of 42°-38'-39" and proceeding in a northwesterly direction a distance of three hundred eleven and 88/100 (311.88) feet, more or less, bounded northeasterly by land now or formerly of Duane D. Lockaby, to a point on the town line between Smithfield and North Smithfield;

thence turning an interior angle of 141°-28'-10" and proceeding in a westerly direction a distance of two thousand three hundred twenty-seven and 29/100 (2327.29) feet, along the town line, bounded northerly by land now or formerly of the heirs of John McLaughlin, to a point;

thence turning an interior angle of 61°-52'-44" and proceeding in a southeasterly direction a distance of four hundred fourteen and 06/100 (414.06) feet, bounded southwesterly by Narragansett Electric Company, to the point and place of beginning;

the last mentioned course forms an interior angle of 114°-00'-26" with the first mentioned course;

Said parcel contains 676,606 s.f. or 15.533 acres of land, more or less, and is shown on a plan entitled "SURVEY PLAN OF LAND A.P. 49 LOTS 82 & 89 prepared for: TOWN OF SMITHFIELD LAND TRUST STEERE PROPERTY off of ALDRICH TRAIL", dated 6/06, scale 1"=100'.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aug 15, 2006 11:11:25A

(5) 49/139

INST: 00011842
Bk: 760 Pg: 27QUIT-CLAIM DEED

I, F. MONROE ALLEN, Trustee of the Declaration of Revocable Living Trust of Mary E. Mowry dated December 9, 2004, for consideration paid in the amount of One (\$1) Dollar, grant to THE SMITHFIELD LAND TRUST, a body politic and corporate and a public instrumentality organized and existing under the laws of the State of Rhode Island with a principal mailing address c/o Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island, with QUIT-CLAIM COVENANTS:

NO REALTY STAMPS REQUIRED.

Beginning at the northeasterly corner of the herein described parcel, said point being a granite monument set on the westerly side of Rhode Island State Highway Line of Farnum Pike as delineated on Rhode Island Highway Plat No. 130, said point being at Station 44+00, L-30'.

Thence, S 79°14'57" W a distance of 829.94' to the easterly line of Old Forge Road and to a drill hole set at the face and center of two stone walls for a corner.

Thence, along the easterly line of Old Forge Road and the face of the remains of a stone wall, N 82°40'59" W a distance of 27.41' to a drill hole set at the end of the face of a stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 82°24'45" W a distance of 50.60' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 63°59'34" W a distance of 142.13' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 50°29'20" W a distance of 34.91' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 48°53'11" W a distance of 17.98' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 50°13'31" W a distance of 19.18' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 40°53'32" W a distance of 6.36' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 35°53'59" W a distance of 90.31' to the face at the end of a stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 31°40'07" W a distance of 80.04' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 30°29'54" W a distance of 42.15' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 33°36'23" W a distance of 31.64' to a drill hole set at the face of said wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 29°39'30" W a distance of 46.28' for an angle turn.

INST = 00011842

Bk = 760 Pg = 28

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 29°34'20" W a distance of 44.50' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 30°59'27" W a distance of 56.12' to the end of said stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 35°28'02" W a distance of 10.11' to a granite monument set and to land now or formerly of Ralph J. Otaviano Jr. for a corner.

Thence, S 62°55'33" E a distance of 205.64' to land now or formerly of Jeanette L. Mowry for an angle turn, bounding southerly by land now or formerly of Ralph J. Otaviano Jr.

Thence, S 64°43'22" E a distance of 5.90' to the center of a deciduous tree with barb wire for an angle turn.

Thence, S 77°14'56" E a distance of 26.56' to the center of a deciduous tree with barb wire for an angle turn.

Thence, S 84°13'36" E a distance of 53.58' to the center of a deciduous tree with barb wire for an angle turn. The last three courses bounding southerly by land now or formerly of Jeanette L. Mowry.

Thence, S 58°06'42" E a distance of 322.43' for an angle turn, bounding southerly in part by land now or formerly of Jeanette L. Mowry and in part by land now or formerly of 21 Industrial Drive LLC. Said course is part of a property agreement between Jeanette L. Mowry and between the executive of Mary E. Mowry as delineated on the heretofore reference plan.

Thence, S 65°10'24" E a distance of 43.73' to the center of the remains of a stone wall for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 60°53'23" E a distance of 59.65' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 63°05'23" E a distance of 40.90' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 61°07'40" E a distance of 55.00' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 59°52'22" E a distance of 84.26' to a granite monument set and to the easterly line of Industrial Drive for a corner. The last five courses bounding southerly by land now or formerly of 21 Industrial Drive LLC.

Thence, along the center of a stone wall, N 13°56'06" E a distance of 76.90' for an angle turn, bounding easterly by land now or formerly of Penta Realty LLC.

Thence, continuing along the center of said stone wall, N 14°29'24" E a distance of 97.77' to a drill hole set at the center of said wall for an angle turn.

Thence, continuing along the center of said stone wall, N 13°57'35" E a distance of 124.23' for an angle turn.

Thence, continuing along the center of said stone wall, N 14°18'42" E a distance of 147.67' to a drill hole set at the center of two stone walls for a corner.

Thence, continuing along the center of said stone wall, S 69°45'30" E a distance of 16.37' for an angle turn.

Thence, continuing along the center of said stone wall, S 76°03'49" E a distance of 59.16' to the end of a stone wall for an angle turn. The last five courses bounding easterly and southerly by land now or formerly of Penta Realty LLC.

Thence, S 77°14'13" E a distance of 109.58' to a drill hole set at the center of the continuation of the previous mention stone wall for an angle turn, bounding southerly in part by land now or formerly of Penta Realty LLC and in part by land now or formerly of Dejana Realty of New England LLC.

INST: 00011842
Bk: 760 Pg: 29

Thence, continuing along the center of said stone wall, S 74°48'09" E a distance of 94.99' to a drill hole set at the intersection of two stone walls for an angle turn.

Thence, continuing along the center of said stone wall, S 75°18'08" E a distance of 66.34' to a drill hole set at the center of said stone wall for an angle turn.

Thence, continuing along the center of said stone wall, S 75°52'54" E a distance of 93.69' to a drill hole set at the center of said stone wall for an angle turn.

Thence, continuing along the center of said stone wall, S 74°55'29" E a distance of 96.49' for an angle turn.

Thence, continuing along the center of said stone wall, S 89°18'14" E a distance of 23.15' to the end of said stone wall for an angle turn.

Thence, S 87°19'24" E a distance of 68.61' to an iron rod set and to the westerly line of Farnum Pike, Rhode Island State Highway Plat 130 for a corner, being at Station 36+40.58, L-30'. The last six courses bounding southerly by land now or formerly of Dejana Realty of New England LLC.

Thence, continuing along said Highway Line, N 16°41'10" W a distance of 759.42' to the point and place of beginning.

The herein described parcel contains 848,124 square feet more or less or 19.47 acres more or less.

For a further description of the herein described parcel see that plan entitled: "SUBDIVISION OF LAND AT 10 OLD FORGE RD. AND 28 OLD FORGE RD. IN SMITHFIELD, RI ON BEHALF OF MARY E. MOWRY REVOCABLE LIVING TRUST", Drawing No. 20090702-01, Plan Date: 05/05/10, Prepared, Plotted and Surveyed by Louis Federici and Associates, Land Surveyors, 365 Smith Street, Suite #2, Providence, Rhode Island.

This conveyance is such that no R.I.G.L. 44-30-71.3 withholding is required. Grantor is a Rhode Island trust as evidenced by affidavit.

The undersigned hereby certifies that this transfer is exempt from the smoke and carbon monoxide detector law as provided in R.I.G.L. 23-28.35-14 as the property being transferred does not contain residential dwellings.

TO BE SAVED AS OPEN SPACE IN PERPETUITY.

Executed as a sealed instrument this 10th day of September, 2010.

DECLARATION OF REVOCABLE LIVING TRUST
OF MARY E. MOWRY DATED DECEMBER 9, 2004,

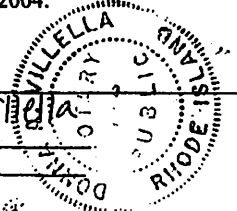
By F. Monroe Allen
F. MONROE ALLEN, TRUSTEE

INST: 00011842
Bk: 760 Pg: 30

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on this 10th day of September, 2010, before me personally appeared the within named F. Monroe Allen, to me known and known by me to be the persons executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed individually and as Trustee of the Declaration of Revocable Living Trust of Mary E. Mowry dated December 9, 2004.

Donna A. Villella
NOTARY PUBLIC Donna A. Villella
ID# 27571
My comm. exp. 6/28/13



Grantee's Address
Smithfield Town Hall
64 Farnum Pike
Esmond, RI 02917

After recording, please return to:
Smithfield Land Trust
Smithfield Town Hall
64 Farnum Pike
Esmond, RI 02917

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Sep 20, 2010 11:52:50A

(4) 47/193

BOOK 147 PAGE 254

OPEN SPACE QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that RFA REALTY ASSOCIATES, a Rhode Island general partnership, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Town of Smithfield, a municipal corporation of the State of Rhode Island, the receipt of which is hereby acknowledged, does hereby grant, convey, bargain and sell unto the said Town of Smithfield, its successors and assigns, forever, all right, title and interest of said Grantor in and to the following described parcel of real estate WITH QUITCLAIM COVENANTS:

That certain parcel of land laid out and designated as Lot 50 being more specifically shown and described on that certain Plat entitled "RECORD PLAN PHASE 3 CONNORS FARM SMITHFIELD, RHODE ISLAND R.F.A. REALTY ASSOCIATES 10-B APPIAN WAY SMITHFIELD, R.I. 02917 DIPRETE ENGINEERING ASSOC., INC. ENGINEERING, SURVEYING AND PLANNING CONSULTANTS 311 DORIC AVENUE CRANSTON, R.I. 02910 (401) 941-7000, FAX (401) 941-0002 DATE: JUNE, 1992 SCALE: 1" = 100'", which Plat is recorded with the Records of Land Evidence of the Town of Smithfield, Rhode Island and designated as Recorded Plat Book 4, Pages 57 through 63 and to which reference is hereby made for a further description.

Grantee, for itself, its successors and assigns, by accepting and recording this deed, acknowledges and agrees that: (1) the parcel shall, except as permitted herein, be kept and maintained in an open, natural state and shall not be developed for residential purposes or for accessory uses such as parking or roadway; and (2) use of the parcel shall be limited to activities such as grazing agriculture, walking, horseback riding, bicycle riding, playing fields and courts and other recreational activities; and (3) it shall at its expense, repair and maintain the herein described parcel in a manner consistent herewith; and (4) the herein described parcel shall be and remain the property of and be the responsibility of and at the sole risk of the Grantee, its successors and assigns.

Grantor, for itself and any of its successors and assigns, in furtherance of its development of said Plat, reserves the right in, over, under and through said parcel, to install drainage, sewer, water, telephone, electrical, gas, cable television, and other similar type utilities.

BOOK 147 PAGE 255

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereof or thereto pertaining, unto and to the use of the said Town of Smithfield, its successors and assigns, forever, for the special purpose of being used and improved as set forth herein.

IN WITNESS WHEREOF, RFA REALTY ASSOCIATES has caused these presents to be executed by its duly authorized general partner this 28th day of September, 1992.

RFA REALTY ASSOCIATES

BY: Frank Simonelli

Witness

TITLE: GENERAL PARTNER

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on the 28th day of September, 1992 before me personally appeared Frank Simonelli, being the general partner of RFA REALTY ASSOCIATES, a Rhode Island general partnership, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said Partnership, and he acknowledged said instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said Partnership.

Louis A. Sousa
Notary Public
Louis A. Sousa
My Commission Expires: 6/27/93

Connors: con6b

Received for Record in Smithfield, R.I. SEP 28 1992 @ 2:33pm
Witness Para C. Someone Town Clerk

⑦ 47/219

BK0361PG0732

WARRANTY DEED

WE, **PATRICIA E. SHIPMAN**, **JAMES H. RUSSELL^{JR.}** and **ROBERT D. RUSSELL**, all of the Town of Smithfield, County of Providence, State of Rhode Island, *for consideration paid grant to* the **SMITHFIELD LAND TRUST**, of the Town of Smithfield, County of Providence, State of Rhode Island, as a Sole Tenant
with **WARRANTY COVENANTS**:

For description of the conveyed premises see Exhibit "A", which is attached hereto and made a part hereof by reference.

Grantors hereby covenant that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as they are residents of the State of Rhode Island as evidenced by affidavits.

Grantors further certify that this is vacant land and therefore this transfer is exempt from the smoke detector and carbon monoxide law as provided in R.I.G.L. §23-28.35-4.

WITNESS their hands and seals this 4th day of **MARCH**, 2003.

TAX \$ 770.00
DATE 2-4-03
RECORDED 29
OFFICE OF SMITHFIELD
005492
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

Patricia E. Shipman
PATRICIA E. SHIPMAN
James H. Russell Jr.
JAMES H. RUSSELL, JR.
Robert D. Russell
ROBERT D. RUSSELL

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 4th day of **MARCH**, 2003, before me personally appeared **PATRICIA E. SHIPMAN**, **JAMES H. RUSSELL** and **ROBERT D. RUSSELL**, to me known and known by me to be the parties executing the foregoing instrument and they acknowledged said instrument, by them executed to be their free act and deed.

Timothy F. Kane
NOTARY PUBLIC *Timothy F. Kane*

My commission expires: 9-14-04

Grantee's address:
64 FARNUM PIKE
SMITHFIELD R.I. 02917

mydocs/deeds/shipman-russell

BK 0361 PG 0732 EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the southeasterly line of Burlingame Road, said point being located at a distance of one hundred forty-four and $24/100$ (144.24) feet as measured in a southwesterly direction from a drill hole in the southeasterly line of Burlingame Road. Said point also being the most northwesterly corner of land now or formerly of James H. Russell Jr., Robert Russell and Patricia Shipman, and the most northeasterly corner of the herein described parcel;

thence proceeding in a southwesterly direction a distance of thirty-five and $54/100$ (35.54) feet along the southeasterly line of Burlingame Road to a point;

thence turning an interior angle of $99^{\circ}-59'-17''$ and proceeding in a southeasterly direction a distance of three hundred forty and $58/100$ (340.58) feet, bounded southwesterly by land now or formerly of Paul J. and Catherine Brown to a point;

thence turning an interior angle of $278^{\circ}-36'-58''$ and proceeding in a westerly direction a distance of two hundred seventeen and $83/100$ (217.83) feet, bounded northerly by said Brown land, to a point;

thence turning an interior angle of $168^{\circ}-02'-10''$ and proceeding in a southwesterly direction a distance of three hundred twenty-seven and $97/100$ (327.97) feet, bounded northwesterly by said Brown land, to a point;

thence turning an interior angle of $292^{\circ}-31'-20''$ and proceeding in a northerly direction a distance of sixty-two and $66/100$ (62.66) feet, bounded northeasterly by said Brown land, to a stake and tack in a stonewall;

thence turning an interior angle of $63^{\circ}-35'-34''$ and proceeding in a southwesterly direction a distance of one hundred eight and $13/100$ (108.13) feet along a stonewall, bounded northwesterly by land now or formerly of Michael D. & Susan M. Kortick, to a point;

thence turning an interior angle of $183^{\circ}-20'-33''$ and proceeding in a southwesterly direction a distance of thirty-six and $70/100$ (36.70) feet along a stonewall, to a point;

thence turning an interior angle of $173^{\circ}-39'-58''$ and proceeding in a southwesterly direction a distance of forty-two and $31/100$ (42.31) feet along a stonewall, to a drill hole in a field stone bound at the end of said wall;

the last two courses are bounded northwesterly by said Kortick land;

BK 361 PG 734

thence turning an interior angle of $268^{\circ}-10'-23''$ and proceeding in a northwesterly direction a distance of eighty-four and $13/100$ (84.13) feet in part along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}-48'-21''$ and proceeding in a northwesterly direction a distance of seventy-three and $45/100$ (73.45) feet along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}-12'-20''$ and proceeding in a northwesterly direction a distance of fifty-nine and $51/100$ (59.51) feet along a stonewall, to a point;

thence turning an interior angle of $183^{\circ}-30'-51''$ and proceeding in a northwesterly direction a distance of sixteen and $46/100$ (16.46) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}-44'-19''$ and proceeding in a northwesterly direction a distance of twenty-eight and $02/100$ (28.02) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}-56'-11''$ and proceeding in a northwesterly direction a distance of eighty-five and $12/100$ (85.12) feet along a stonewall, to a point;

thence turning an interior angle of $181^{\circ}-48'-52''$ and proceeding in a northwesterly direction a distance of forty-six and $10/100$ (46.10) feet along a stonewall, to a field stone bound at the intersection of two stonewalls;

the last seven courses are bounded northeasterly by said Kortick land;

thence turning an interior angle of $92^{\circ}-44'-54''$ and proceeding in a southwesterly direction a distance of five hundred fifty-two and $78/100$ (552.78) feet partially along a stonewall, bounded northwesterly in part by land now or formerly of William E. & Marry P. Schecher, in part by land now or formerly of Curtis S. & Janice Marie Pollard, and in part by land now or formerly of Robert D. & Margaret M. Perry, to the corner of a wall;

thence turning an interior angle of $180^{\circ}-55'-26''$ and proceeding in a southwesterly direction a distance of fifty-six and $07/100$ (56.07) feet, bounded northwesterly by land now or formerly of the Mowry Burial Ground, to drill hole in a field stone bound at the corner of a wall;

thence turning an interior angle of $114^{\circ}-24'-36''$ and proceeding in a southerly direction a distance of two hundred seventy-eight and $38/100$ (278.38) feet along a stonewall, bounded southwesterly by land now or formerly of Dorothy C. Hyde; to a point;

thence turning an interior angle of $179^{\circ}-25'-08''$ and proceeding in a southerly direction a distance of two hundred forty-three and $74/100$ (243.74) feet along a stonewall, to a point;

BK 0361 PG 0735

thence turning an interior angle of $180^{\circ}-47'-35''$ and proceeding in a southerly direction a distance of three hundred eighty-six and $26/100$ (386.26) feet along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}-16'-51''$ and proceeding in a southerly direction a distance of two hundred one and $01/100$ (201.01) feet, to a drill hole at the end of a wall;

thence turning an interior angle of $180^{\circ}-55'-28''$ and proceeding in a southerly direction a distance of one hundred seventy-nine and $54/100$ (179.54) feet, to a point;

the last four courses are bounded westerly by said Hyde land;

thence turning an interior angle of $67^{\circ}-39'-05''$ and proceeding in a northeasterly direction a distance of ninety-three and $69/100$ (93.69) feet, bounded southeasterly by land now or formerly of the Town of Smithfield, to a point;

thence turning an interior angle of $184^{\circ}-32'-56''$ and proceeding in a easterly direction a distance of one hundred fourteen and $89/100$ (114.89) feet, to a point;

thence turning an interior angle of $173^{\circ}-46'-14''$ and proceeding in a northeasterly direction a distance of one hundred eight and $96/100$ (108.96) feet, to a point;

thence turning an interior angle of $149^{\circ}-53'-50''$ and proceeding in a northeasterly direction a distance of one hundred thirty-eight and $44/100$ (138.44) feet, to a point;

thence turning an interior angle of $199^{\circ}-50'-47''$ and proceeding in a northeasterly direction a distance of one hundred fourteen and $16/100$ (114.16) feet, to a point;

thence turning an interior angle of $192^{\circ}-00'-19''$ and proceeding in a northeasterly direction a distance of one hundred seventeen and $83/100$ (117.83) feet, to a point;

thence turning an interior angle of $185^{\circ}-05'-45''$ and proceeding in a easterly direction a distance of one hundred thirty-five and $75/100$ (135.75) feet, to a point;

thence turning an interior angle of $167^{\circ}-47'-18''$ and proceeding in a northeasterly direction a distance of one hundred seventy-five and $47/100$ (175.47) feet, to a point;

thence turning an interior angle of $163^{\circ}-56'-47''$ and proceeding in a northeasterly direction a distance of one hundred forty-three and $00/100$ (143.00) feet, to a point;

thence turning an interior angle of $202^{\circ}-30'-44''$ and proceeding in a northeasterly direction a distance of one hundred seven and $30/100$ (107.30) feet, to a point;

thence turning an interior angle of $193^{\circ}-37'-59''$ and proceeding in a easterly direction a distance of eighty-three and $32/100$ (83.32) feet, to a point;

BK0361PG0736

thence turning an interior angle of $170^{\circ}-42'-14''$ and proceeding in a northeasterly direction a distance of fifty-five and $96/100$ (55.96) feet, to a point;

thence turning an interior angle of $143^{\circ}-15'-36''$ and proceeding in a northeasterly direction a distance of one hundred thirty-seven and $24/100$ (137.24) feet, to a point;

thence turning an interior angle of $196^{\circ}-20'-35''$ and proceeding in a northeasterly direction a distance of two hundred fifty-four and $66/100$ (254.66) feet, to a point on a stonewall;

the last thirteen courses are bounded southerly and southeasterly by said Town of Smithfield land;

thence turning an interior angle of $283^{\circ}-15'-46''$ and proceeding in a southeasterly direction a distance of one hundred ten and $53/100$ (110.53) feet along a stonewall, to a point;

thence turning an interior angle of $187^{\circ}-17'-00''$ and proceeding in a southeasterly direction a distance of two hundred thirteen and $55/100$ (213.55) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}-44'-52''$ and proceeding in a southeasterly direction a distance of one hundred thirty-six and $37/100$ (136.37) feet along a stonewall, to a point;

thence turning an interior angle of $175^{\circ}-12'-35''$ and proceeding in a southeasterly direction a distance of ninety-five and $69/100$ (95.69) feet, to a point;

thence turning an interior angle of $183^{\circ}-16'-16''$ and proceeding in a southeasterly direction a distance of eighty-seven and $23/100$ (87.23) feet along a stonewall, to a point;

thence turning an interior angle of $175^{\circ}-20'-56''$ and proceeding in a southeasterly direction a distance of forty-six and $49/100$ (46.49) feet along a stone wall, to a drill hole at a wall intersection;

thence turning an interior angle of $166^{\circ}-47'-57''$ and proceeding in a southeasterly direction a distance of thirty-two and $75/100$ (32.75) feet along a stonewall, to a point;

thence turning an interior angle of $184^{\circ}-01'-34''$ and proceeding in a southeasterly direction a distance of ninety-two and $00/100$ (92.00) feet along a stonewall, to a point;

thence turning an interior angle of $176^{\circ}-58'-50''$ and proceeding in a southeasterly direction a distance of sixty-eight and $53/100$ (68.53) feet, to a drill hole in the centerline of a stonewall;

BK 0361 PG 0737

thence turning an interior angle of $164^{\circ}-41'-05''$ and proceeding in a southeasterly direction a distance of one hundred thirty-eight and $04/100$ (138.04) feet along a stonewall, to a point;

the last ten courses are bounded southwesterly by said Town of Smithfield land;

thence turning an interior angle of $94^{\circ}-41'-31''$ and proceeding in a northeasterly direction a distance of one hundred fifty-nine and $81/100$ (159.81) feet, partially along a stonewall and through a drill hole at the end of said stonewall, bounded southeasterly by land now or formerly of Harry P. Judson Living Trust, to a drill hole;

thence turning an interior angle of $170^{\circ}-17'-40''$ and proceeding in a northeasterly direction a distance of one hundred fifty-six and $64/100$ (156.64) feet along a stonewall, to a point;

thence turning an interior angle of $182^{\circ}-42'-38''$ and proceeding in a northeasterly direction a distance of one hundred sixty-eight and $16/100$ (168.16) feet along a stonewall, to a drill hole at a turn in said wall;

thence turning an interior angle of $138^{\circ}-38'-02''$ and proceeding in a northerly direction a distance of seventy-three and $74/100$ (73.74) feet along a stonewall, to a drill hole at the corner of said wall;

thence turning an interior angle of $238^{\circ}-54'-16''$ and proceeding in a northeasterly direction a distance of sixteen and $50/100$ (16.50) feet partially along a stonewall, to a point;

the last four courses are bounded southeasterly and easterly by said Judson land;

thence turning an interior angle of $84^{\circ}-55'-36''$ and proceeding in a northwesterly direction a distance of one thousand one hundred and $40/100$ (1100.40) feet, bounded northeasterly by land now or formerly of James H. Russell, J., Robert D. Russell and Patricia Shipman, to a point;

thence turning an interior angle of $207^{\circ}-45'-27''$ and proceeding in a northwesterly direction a distance of four hundred thirteen and $25/100$ (413.25) feet, bounded northeasterly by said Russell and Shipman land, the point and place of beginning;

the last mentioned course forms an interior angle of $80^{\circ}-00'-43''$ with the first mentioned course;

Said parcel contains 1,855,120 S.F. or 42.588 acres of land, more or less, and is shown as PARCEL "A" on a plan entitled "MINOR SUBDIVISION 'LAND TRUST-SHIPMAN-RUSSELL DIVISION' for PATRICIA SHIPMAN on BURLINGAME ROAD in SMITHFIELD, RI A.P. 47 LOT 24", DATED 12/18/02, prepared by the Town of Smithfield, Anthony E. Muscatelli surveyor, and recorded in the Town of Smithfield, RI. SUBJECT TO THE RESTRICTION THAT THE ABOVE DESCRIBED PARCEL SHALL REMAIN AS OPEN SPACE IN PERPETUITY.

Together with and subject to easements, rights of way and other encumbrances of recordage 5 of 5

03 MAR -4 PM 12:26

(8) 47/13A

INST: 00001431
Bk: 633 Pg: 106WARRANTY DEED

MARK A. PAVAO, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grants to THE SMITHFIELD LAND TRUST, a body politic and a public instrumentality, with a business address of The Smithfield Town Hall, 64 Farnum Pike, Esmond, Rhode Island 02917:

All land and improvements in the Town of Smithfield, County of Providence, State of Rhode Island, laid out and designated as "OPEN SPACE" on that certain recorded plat entitled "Record Subdivision Plan, Pavao Subdivision, Evans Road, A.P. 47 / Lots 13A, 14 & 14B, Smithfield, Rhode Island, Surveyed by: Englehardt Surveying, LLC, 18 Timberline Road, Warwick, RI 02886; Prepared by: Jeffrey J. Campopiano, P.E., 16 West Main Street, Wickford, Rhode Island, 02852; Prepared for: Mark A. Pavao, 8 Evans Road, P.O. Box 908, Greenville, RI 02828. Dated January 16, 2008". Said plat is recorded with the Records of Land Evidence in the Town of Smithfield and further described in Exhibit "A", which is attached hereto and incorporated herein in full.

Said certain lot or parcel of land shall be held as open space in perpetuity and in accordance with the "Rhode Island Public Laws 2000, Chapter 215" and "By-Laws" of the Smithfield Land Trust.

Said certain lot or parcel of land shall be used for passive and/or active public recreation and in accordance with the restrictions and easements of record as found on the recorded plat and Land Evidence Records.

The consideration for this deed is such that no documentary stamps are required.

This transaction is exempt from the provisions of the Rhode Island Smoke and Carbon Monoxide Detector Law, as approved in section R.I.G.L. 23-28.35-14.

IN WITNESS WHEREOF, the undersigned have hereinafter placed their hands and seal on this

3 day of Apr. 1, 2008.

Mark A. Pavao
Mark A. Pavao

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Greenville, on this 3 day of Apr. 1, 2008, before me personally appeared Mark A. Pavao, 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 individually and the free act and deed of him.

Sam B...
Notary Public
My commission expires: 8/29/09

INST: 00001431
Bk: 633 Pg: 107**EXHIBIT A - LEGAL DESCRIPTION**Pavao Subdivision
Open Space
Smithfield, Rhode Island

That certain parcel of land situated southerly of Evans Road in the Town of Smithfield, Providence County in the State of Rhode Island and Providence Plantations being more particularly described as follows:

Beginning at a point on the southerly line of Evans Road, such point being marked by an iron pin and located on the Town Line between Glocester and Smithfield, said point also being the north-westerly corner of herein described parcel, thence;

Following said line of Evans Road easterly on a curve with a radius of three hundred feet (300.00'), a central angle of seventeen degrees, thirty-six minutes, and twenty seconds ($17^{\circ}36'20''$), and an arc length of ninety-two and 18/100 feet (92.18') to a point;

Thence southeasterly turning an interior chord angle of one hundred seventy-one degrees, eleven minutes, and fifty seconds ($171^{\circ}11'50''$), and running a distance of ninety-eight and one-half feet (98.50') to a point;

Thence turning an interior angle of one hundred seventy-six, thirty-three minutes, and fifty-three seconds ($176^{\circ}33'53''$), and running two hundred eleven feet and 67/100 feet (211.67') to a point;

Thence turning an interior angle of one hundred eight-five degrees, twenty six minutes, and forty-five seconds ($185^{\circ}26'45''$), and running thirty-four and 46/100 feet (34.46') to a granite bound;

Thence turning an interior angle of one hundred fourteen degrees, fifty-two minutes, and forty-seven seconds ($114^{\circ}52'47''$), and running three hundred fifty-eight and 92/100 feet (358.92') to a drill hole;

Thence turning an interior angle of one hundred eleven degrees, thirty-eight minutes, and eight seconds ($111^{\circ}38'08''$), bounded northerly by record lots 1 and 2 as shown on said Record Land and running three-hundred twenty-five and 67/100 feet (325.67');

Thence turning an interior angle of one hundred eleven degrees, seven minutes, and forty-six seconds, ($111^{\circ}07'46''$), and running southerly a distance of forty-three and 13/100 (43.13') to a granite bound;

Thence turning an interior angle of two hundred sixty degrees, fifty-four minutes, and nine seconds ($260^{\circ}54'09''$), and running easterly a distance of four hundred thirty-five feet and 73/100 (435.73) to a point;

Thence turning an interior angle of two hundred and forty-four degrees, fifty-two minutes, and fourteen seconds ($244^{\circ}52'14''$), and running a distance of one-hundred feet (100.00') bounded northerly by land now or formerly of Mark A. Pavao to a point at the land now or formerly of Mark Merola;

Thence turning an interior angle of eighty-nine degrees, forty-six minutes ($89^{\circ}46'00''$), and running a distance of one-hundred feet (100.00') to a point in the southwesterly corner of land now or formerly of Mark Merola;

INST: 00001431
BK: 633 Pg: 108

Thence turning an interior angle of two-hundred seventy degrees, fourteen minutes (270°14'00"); and running a distance of two-hundred sixty and 77/100 feet (260.77') to a point;

Thence turning an interior angle of thirty-five degrees, two minutes, and forty-three seconds (35°02'43"); and running a distance of fifty and 6/10 feet (50.60') to an iron pin;

Thence turning an interior angle of one hundred eighty-eight degrees, forty-five minutes (188°45'00"); bounded easterly by land now or formerly of the Steere Family Limited Partnership, and running a distance one hundred seventy-three feet (173.00') to a point;

Thence turning an interior angle of one hundred twenty-nine degrees (129°00'00"); and running a distance one hundred ninety-six and 53/100 feet (196.53') to an iron pin;

Thence turning an interior angle of one hundred and eighty degrees (180°00'00"); and running a distance of three and 47/100 feet (3.47') to a second iron pin;

Thence turning an exterior angle of two hundred thirty-nine degrees, and twenty-nine minutes, and eight seconds (239°29'08"); bounded southerly by land now or formerly of Robert E. Moll and running one thousand thirty-four and 44/100 feet (1,034.44') to an iron pin within the town line dividing Smithfield and Gloucester;

Thence turning an interior angle of one hundred twenty-three degrees, twenty-three minutes, and five seconds (123°23'05") and running a distance of seven hundred and seventy-one and 39/100 (771.39') to an iron pin; said point being the place and point of beginning; said line forming an interior chord angle of forty-nine degrees, fifty-seven minutes, and four seconds (49°57'04") with the first described course.

The herein described parcel encompasses two hundred and eight-two thousand, five hundred and forty square feet (282,540 square feet) and is subject to easements of record.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Apr 21, 2008 09:41:19A

⑨ 44/33

BOOK 146 PAGE 193

WARRANTY DEED

WILLIAM SANTORO also known as WILLIAM H. SANTORO of the State of Florida, for consideration paid, grants to THE TOWN OF SMITHFIELD, a municipal corporation, of 64 Farnum Pike, in the Town of Smithfield, County of Providence, State of Rhode Island with WARRANTY COVENANTS

Those certain parcels of land with all buildings and improvements thereon, situated in the Town of Smithfield and described as Parcel One, Parcel Two and Parcel Three, the legal description of which are attached hereto and incorporated herein by reference.

Subject to all easements and rights of ways as shown on the "SURVEY OF LAND in SMITHFIELD, R.I. A.P. 44 LOTS 22 & 33 by INTERNATIONAL MAPPING & SURVEYING CORPORATION, ANTHONY E. MUSCATELLI, PROFESSIONAL LAND SURVEYOR; SHEETS 1 OF 2 AND 2 OF 2, AT A SCALE OF 1" = 100'" to be recorded immediately hereafter.

Witness my hand this 4th day of September, 1992.

William Santoro also known as William H. Santoro
.....
William Santoro also known as William H. Santoro

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 4th day of September, 1992, before me personally appeared William Santoro, also known as William H. Santoro, 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.

Raymond A. Tomasso, Notary Public
Raymond A. Tomasso, Notary Public
My Commission Expires: 06/17/93

TS: 3,920.00
DATE: 9-4-92
REC: M. S. Santoro

02421

REAL ESTATE RECORDS

BOOK 146 PAGE 194

EXHIBIT "A"

RE: Deed Description
Assessor Plat 44 Lot's 31, 32, 33, 33A, 35 & 36

Parcel One

That certain parcel of land, together with any buildings or improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being a field stone bound located four hundred ninety-nine and 56/100 (499.56) feet northeasterly from the northerly line of Deerfield Drive, as measured along the northerly line of land now or formerly of the Young Men's Christian Association of Smithfield (YMCA); said point being the most northwesterly corner of said YMCA land and also the southwesterly corner of land now or formerly of Town of Smithfield, Department of Public Schools;

thence proceeding in a northeasterly direction, bounded southeasterly by said Town of Smithfield land, a distance of one hundred nineteen and 85/100 (119.65) feet, to a granite bound at other land now or formerly of the Town of Smithfield;

thence turning an interior angle of 66°-51'-59" and proceeding in a northwesterly direction a distance of two hundred seventy-two and 75/100 (272.75) feet, to a point of curvature;

thence proceeding in a northerly direction along the arc of a curve having a radius of one hundred fifty and 00/100 (150.00) feet and a delta angle of 81°-46'-58", a distance of two hundred fourteen and 11/100 (214.11) feet, to a point of tangency;

thence proceeding in a northeasterly direction a distance of one hundred twenty-five and 00/100 (125.00) feet, to a point;

thence turning an interior angle of 184°-09'-22" and proceeding in a northeasterly direction a distance of fifty-

BOOK 146 PAGE 195

Parcel One

nine and 60/100 (59.60) feet, to a point;

thence turning an interior angle of 279°-37'-38" and proceeding in a southeasterly direction a distance of one hundred fifty and 00/100 (150.00) feet, to a point;

thence turning an interior angle of 76°-13'-00" and proceeding in a northeasterly direction a distance of sixty-five and 97/100 (65.97) feet, to a field stone bound;

thence turning an interior angle of 130°-45'-30" and proceeding in a northwesterly direction a distance of one hundred ninety-eight and 03/100 (198.03) feet, to a point;

thence turning an interior angle of 228°-32'-09" and proceeding in a northeasterly direction a distance of eighty-nine and 89/100 (89.89) feet, to a point;

thence turning an interior angle of 257°-24'-59" and proceeding in a southeasterly direction a distance of sixty-eight and 91/100 (68.91) feet, to a point;

thence turning an interior angle of 78°-54'-00" and proceeding in a northeasterly direction a distance of eleven and 75/100 (11.75) feet, to a granite bound;

thence turning an interior angle of 101°-03'-00" and proceeding in a northwesterly direction a distance of thirty-one and 82/100 (31.82) feet, to a steel shaft, the last eleven courses bounded northerly, easterly and southerly by said Town of Smithfield land;

thence turning an interior angle of 253°-48'-39" and proceeding in a northerly direction a distance of seven hundred nineteen and 65/100 (719.65) feet, to a point;

thence turning an interior angle of 278°-47'-00" and proceeding in an easterly direction a distance of one hundred sixty-five and 00/100 (165.00) feet, to a point;

thence turning an interior angle of 169°-01'-10" and

BOOK 146 PAGE 196

Parcel One

proceeding in an easterly direction a distance of one hundred seventy-three and 48/100 (173.48) feet, to a point;

thence turning an interior angle of 297°-49'-50" and proceeding in a southwesterly direction a distance of seven hundred seventy-seven and 64/100 (777.64) feet to the aforementioned steel shaft; the last four courses are bounded easterly, southerly and westerly by land now or formerly of Roger Ruotolo, Lawrence Ruotolo and Jeffrey Ruotolo;

thence turning an interior angle of 17°-05'-30" and proceeding in a northeasterly direction, bounded easterly by other land now or formerly of the Town of Smithfield, a distance of five hundred thirty-three and 93/100 (533.93) feet, to a point;

thence turning an interior angle of 178°-46'-07" and proceeding in a northeasterly direction, bounded easterly by land now or formerly of Richard E. and Mildred A. Thresher, a distance of four hundred sixty-eight and 59/100 (468.59) feet to a point;

thence turning an interior angle of 170°-07'-31" and proceeding in a northeasterly direction bounded, easterly by land now or formerly of Robert E. Coyne, a distance of one hundred eight and 69/100 (108.69) feet, to a point;

thence turning an interior angle of 79°-43'-10 and proceeding in a northwesterly direction bounded northerly in part by land now or formerly of Joyce Campopiano, northerly in part by land now or formerly of Robert L. and Martha F. Simons, northerly in part by land now or formerly of Donald W. and Janet L. Messier, northerly in part by land now or formerly of Annette Fugere, northerly in part by land now or formerly of Michael S. and Judi-Ann Slader, northerly in part by land now or formerly of Albert and Agnes Krueger, northerly in part by land now or formerly of Joseph A. and Marie C. D'Agostino, northerly in part by land now or formerly of Anna M. Roy, northerly in part by land now or formerly of Joseph A. and Janet Joan Laplante, northerly in part by land now or formerly of Michael A. and Dianna L. Pagnozzi, northerly in

BOOK 146 PAGE 197

Parcel One

part by Black Hawk Trail and northerly in part by land of Richard K. Clark, a distance of one thousand one hundred ninety-five and 50/100 (1195.50) feet, to a point;

thence turning an interior angle of 89°-16'-21" and proceeding in a southwesterly direction, a distance of six hundred thirty-three and 61/100 (633.61) feet, to an iron pipe;

thence turning an interior angle of 290°-50'-51" and proceeding in a northwesterly direction, a distance of eight hundred nine and 72/100 (809.72) feet, to an iron pipe;

thence turning an interior angle of 133°-28'-43" and proceeding in a westerly direction, in part along the center of a stone wall, a distance of five hundred forty-four and 57/100 (544.57) feet, to a point; the last three courses are bounded westerly and northerly in part by land now or formerly of Evelyn Hopkins and westerly and northerly in part by land now or formerly of Donna M. Brigham;

thence turning an interior angle of 95°-25'-51" and proceeding in a southerly direction, bounded westerly by land now or formerly of John J. Jr. and Patricia M. Winters, a distance of two hundred nine and 52/100 (209.52) feet, to a point;

thence turning an interior angle of 95°-50'-00" and proceeding in an easterly direction, bounded southerly by land now or formerly of Michael G. and Linda A. Remarski, a distance of one hundred one and 88/100 (101.88) feet, to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a southerly direction, bounded westerly by said Remarski land, a distance of forty-seven and 98/100 (47.98) feet, to a point at the northeasterly corner of Lodge Pole Lane;

thence turning an interior angle of 162°-24'-19" and proceeding in a southerly direction, bounded westerly by said

BOOK 146 PAGE 198

Parcel One

Lodge Pole Lane, a distance of eighty-four and 73/100 (84.73) feet, to a point at the southeasterly corner of said lane;

thence turning an interior angle of 171°-54'-49" and proceeding in a southeasterly direction, bounded westerly by land now or formerly of William A. Harper, a distance of one hundred twenty-five (125.00) feet, to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a southwesterly direction, bounded northerly by said Harper land, a distance of one hundred twenty and 00/100 (120.00) feet, to a point;

thence turning an interior angle of 135°-00'-00" and proceeding in a southwesterly direction, bounded westerly in part by land now or formerly of Francis A. Jr. and Betty Ann Donahue, westerly in part by land now or formerly of Luke R. and Janet O. Conboy and westerly in part by land now or formerly of Ratimir and Marina Bolanca Pavesic, a distance of one hundred sixty-three and 17/100 (163.17) feet, to a point;

thence turning an interior angle of 160°-44'-44" and proceeding in a southwesterly direction, bounded westerly by said Pavesic land, a distance of eighty and 99/100 (80.99) feet, to a point;

thence turning an interior angle of 90°-00'-00" and proceeding in an easterly direction, bounded southerly in part by land now or formerly of Ronald H. and Claire A. Nobrega, southerly in part by land now or formerly of Joseph M. and Diane H. Calo, southerly in part by land now or formerly of Peter and Damita M. Spameni, southerly in part by land now or formerly of Edward Peter and Elizabeth A. Bouchard, southerly in part by land now or formerly of David A. and Deborah S. Pieroni and southerly in part by land now or formerly of Roger A. and Barbara J. Roy, a distance of nine hundred one and 82/100 (901.82) feet, to a point;

thence turning an interior angle of 246°-00'-21" and proceeding in a southeasterly direction, a distance of one hundred twenty-six and 03/100 (126.03) feet, to a point;

BOOK 146 PAGE 199

Parcel One

thence turning an interior angle of 246°-00'-32" and proceeding in a southwesterly direction, a distance of one hundred thirty-one and 77/100 (131.77) feet, to a point;

thence turning an interior angle of 186°-56'-32" and proceeding in a southwesterly direction a distance of three hundred thirty and 82/100 (330.82) feet, to a point; the last three courses are bounded westerly and northwesterly in part by said Roy land, westerly and northwesterly in part by land now or formerly of John and Germaine Fritz and westerly and northwesterly in part by land now or formerly of Michael J. and Kathleen R. Flynn;

thence turning an interior angle of 176°-51'-28" and proceeding in a southwesterly direction, bounded northwesterly in part by said Flynn land and northwesterly in part by land now or formerly of Thomas J. and Norma G. Hickey, a distance of one hundred sixty-one and 70/100 (161.70) feet, to a point;

thence turning an interior angle of 159°-42'-01" and proceeding in a southwesterly direction bounded westerly in part by land now or formerly of Barbara L. Waterman, westerly in part by land now or formerly of Thomas P. and Laurie A. Colucci and westerly in part by land now or formerly of Stephen D. and Cheryl Ann B. L'Europa, a distance of two hundred ninety-nine and 29/100 (299.29) feet, to a point;

thence turning an interior angle of 90°-00'-00" and proceeding in a southeasterly direction, bounded southwesterly by land now or formerly of Karen B. Jessop, a distance of one hundred and 00/100 (100.00) feet, to a point on the westerly line of Candlewood Drive;

thence turning an interior angle of 186°-50'-23" and proceeding in a southeasterly direction, bounded southwesterly by said Candlewood Drive, a distance of fifty-two and 44/100 (52.44) feet, to a point at the northeasterly corner of said Candlewood Drive;

BOOK 146 PAGE 200

Parcel one

thence turning an interior angle of $84^{\circ}-21'-23''$ and proceeding in a northeasterly direction, bounded southeasterly by land now or formerly of John P. and Jean M. McCluskey, a distance of ninety-six and 08/100 (96.08) feet, to a point;

thence turning an interior angle of $269^{\circ}-59'-45''$ and proceeding in a southeasterly direction, bounded southerly in part by said McCluskey land and southerly in part by land now or formerly of Vito Jr. and Gail A. Antonucci, a distance of two hundred fifty-four and 83/100 (254.83) feet, to a point;

thence turning an interior angle of $166^{\circ}-37'-50''$ and proceeding in a southeasterly direction, bounded southerly by land now or formerly of Ching Chuen and Hung Sao Wong, a distance of one hundred forty-nine and 21/100 (149.21) feet, to a stone bound on the westerly line of the westerly portion of Lisa Ann Circle;

thence turning an interior angle of $103^{\circ}-22'-13''$ and proceeding in a northeasterly direction along the westerly line of said Lisa Ann Circle, a distance of twelve and 60/100 (12.60) feet, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southeasterly direction, bounded southerly in part by said Lisa Ann Circle, southerly in part by land now or formerly of Sarah Bordieri and southerly in part by land now or formerly of James and Kathleen Feeley, a distance of three hundred fifty and 00/100 (350.00) feet, to a point on the westerly line of the easterly portion of said Lisa Ann Circle;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northeasterly direction along the westerly line of said Lisa Ann Circle, a distance of eighteen and 49/100 (18.49) feet, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southeasterly direction bounded southerly in part by said Lisa Ann Circle and southerly in part by land

BOOK 146 PAGE 201

Parcel One

now or formerly of Louis A. and Patricia Fabrizio a distance of two hundred and 00/100 (200.00) feet, to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a southwesterly direction bounded westerly by said Fabrizio land, a distance of one hundred twenty-five and 00/100 (125.00) feet, to a point on the northerly line of Deerfield Drive;

thence turning an interior angle of 112°-14'-07" and proceeding in a southeasterly direction along the northerly line of said Deerfield Drive, a distance of one hundred nineteen and 30/100 (119.30) feet, to a point;

thence turning an interior angle of 88°-58'-01" and proceeding in a northeasterly direction bounded southeasterly by the aforementioned YMCA land, a distance of four hundred ninety-nine and 56/100 (499.56) feet, to the point and place of beginning;

the last course forms an interior angle of 186°-42'-03" with the first mentioned course;

said parcel contains 2,787,216 square feet or 63.985 acres of land more or less.

BOOK 146 PAGE 202

RE: Deed Description
Assessor Flat 44 lot 31

Parcel Two

That certain parcel of land, together with any buildings or improvements thereon, situated on the southerly line of Deerfield drive in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the southerly line of said Deerfield Drive, said point being located one hundred fifty (150) feet, more or less from the intersection of the most easterly line of Lisa Ann Circle and the southerly line of said Deerfield Drive as measured southeasterly along the southerly line of said Deerfield Drive, said point also being the most northwesterly corner of the herein described parcel;

thence proceeding in a southeasterly direction along the southerly line of said Deerfield Drive a distance of one hundred one and 35/100 (101.35) feet, to a point;

thence turning an interior angle of 93°-07'-52" and proceeding in a southwesterly direction bounded easterly by land now or formerly of the Young Mens Christian Association of Smithfield (YMCA) a distance of one hundred nine and 40/100 (109.40) feet, to a point;

thence turning an interior angle of 107°-07'-52" and proceeding in a westerly direction bounded southerly in part by land now or formerly of the Town of Smithfield "Burgess Field" and in part by land now or formerly of Armando and Patricia Ann DeFusco a distance of fifty-two and 92/100 (52.92) feet, to a point;

thence turning an interior angle of 94°-04'-16" and proceeding in a northeasterly direction bounded westerly by land now or formerly of Louis C. Perrotti a distance of one hundred forty and 00/100 (140.00) feet to the point and place of beginning;

BOOK 146 PAGE 203

Parcel 2

the last course forms an interior angle of 65°-40'-00" with the first mentioned course;

- said parcel contains 9,231 square feet or 0.212 acres of land more or less.

BOOK 146 PAGE 204

RE: Deed Description
Assessor Plat 44 Portion of Lot 22

Parcel Three

That certain parcel of land, together with any buildings or improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being located along the most easterly line of the herein described parcel at the most southwesterly corner of land now or formerly of Richard K. Clark; said point also being located one hundred (100) feet as measured westerly along the southerly line of said Clark land from the most southwesterly point on the westerly line of Black Hawk Trail;

thence proceeding in a northerly direction, bounded easterly in part by said Clark land and easterly in part by land now or formerly of David A. and Karen A. Boulanger, a distance of one hundred twenty and 01/100 (120.01) feet, to a point;

thence turning an interior angle of 90°43'-39" and proceeding in a westerly direction, a distance of forty and 00/100 (40.00) feet, to a point;

thence turning an interior angle of 269°-16'-21" and proceeding in a northerly direction a distance of one hundred twenty and 01/100 (120.01) feet, to a point;

thence turning an interior angle of 270°-43'-39" and proceeding in an easterly direction a distance of forty and 00/100 (40.00) feet, to a point; the last three courses are bounded northerly, easterly and southerly by land now or formerly of Evelyn Hopkins;

thence turning an interior angle of 89°-16'-21" and proceeding in a northerly direction, bounded easterly in part by land now or formerly of David P. and Donna M. Dupere, easterly in part by land now or formerly of Kenneth and Anna

BOOK 146 PAGE 205

Parcel Three

T. Berwick, easterly in part by land now or formerly of Edward S. and Joanne M. Santangini, easterly in part by land now or formerly of Ruth Adolan and Grace Bagdasarian and easterly in part by land now or formerly of Dante and Cheryl A. Nardelli, a distance of four hundred forty one and 40/100 (441.40) feet, to a point;

thence turning an interior angle of 112°-39'-30" and proceeding in a northwesterly direction, bounded northerly in part by land now or formerly of Robert O. and Marcia E. Bubolz and northerly in part by land now or formerly of Robert B. and Joann K. Davis, a distance of one hundred eighty-two and 84/100 (182.84) feet, to a point;

thence turning an interior angle of 199°-33'-00" and proceeding in a northerly direction, bounded northerly by said Davis land, a distance of one hundred nineteen and 30/100 (119.30) feet, to a point;

thence turning an interior angle of 138°-34'-00" and proceeding in a northwesterly direction, bounded northerly in part by land now or formerly of Clayton W. Kellogg, northerly in part by land now or formerly of Michael J. and Gilda C. Larsen, northerly in part by land now or formerly of Eugene P. and Doris E. Baron and northerly in part by land now or formerly of Richard J. and Patricia A. Jaswell, a distance of five hundred sixty and 97/100 (560.97) feet, to a point;

thence turning an interior angle of 85°-51'-32" and proceeding in a southwesterly direction, bounded westerly by remaining land now or formerly of Evelyn Hopkins, a distance of three hundred thirteen and 29/100 (313.29) feet, to a point;

thence turning an interior angle of 136°-37'-53" and proceeding in a southerly direction, bounded westerly by land now or formerly of the Town of Smithfield (sanitary pumping station site), a distance of fifty and 00/100 (50.00) feet, to a point;

thence turning an interior angle of 270°-00'-00" and

BOOK 146 PAGE 206

Parcel Three

proceeding in a westerly direction, bounded northerly in part by said town land and northerly in part by remaining land now or formerly of Evelyn Hopkins, a distance of three hundred thirty-four and 72/100 (334.72) feet, to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a northerly direction, bounded easterly by said Hopkins land, a distance of eighty-three and 00/100 (83.00) feet, to a point;

thence turning an interior angle of 90°-00'-00" and proceeding in a westerly direction, bounded northerly in part by land now or formerly of James P. Jr. and Frances E. Murphy, northerly in part by land now or formerly of Walter F. and Nancye I. Gorton and northerly in part by land now or formerly of Janet S. Bagdis, a distance of three hundred and 00/100 (300.00) feet, to a point;

thence turning an interior angle of 128°-58'-14" and proceeding in a southwesterly direction a distance of three hundred fifty-five and 61/100 (355.61) feet, to a point;

thence turning an interior angle of 231°-01'-46" and proceeding in a westerly direction a distance of two hundred and 00/100 (200.00) feet, to a point; the last two courses are bounded westerly and northerly by remaining land now or formerly of Evelyn Hopkins;

thence turning an interior angle of 113°-13'-53" and proceeding in a southerly direction, bounded westerly by land now or formerly of Eunice W. McCormick, a distance of sixty-three and 34/100 (63.34) feet, to a point;

thence turning an interior angle of 151°-34'-12" and proceeding in a southerly direction, bounded westerly by land now or formerly of Donna M. Brigham, a distance of one hundred forty-nine and 34/100 (149.34), to a point along the center line of a stone wall;

thence turning an interior angle of 116°-15'-34" and proceeding in an easterly direction, partially along said

BOOK 146 PAGE 207

Parcel Three

wall, a distance of four hundred ninety-seven and 26/100 (497.26) feet, to an iron pipe;

thence turning an interior angle of 226°-31'-17" and proceeding in a southeasterly direction a distance of eight hundred nine and 72/100 (809.72) feet, to an iron pipe;

thence turning an interior angle of 69°-09'-08" and proceeding in a northerly direction a distance of six hundred thirty-three and 61/100 (633.61) feet, to the point and place of beginning; the last three courses are bounded southerly and easterly by other land now or formerly of William Santoro;

the last course forms an interior angle of 180°-00'-00" with the first mentioned course;

said parcel contains 1,369,111 square feet or 31.431 acres of land, more or less;

subject to all easements and rights of ways as shown on plan entitled, "Survey of Land In Smithfield, Rhode Island, Assessor Plat 44, Lots 22 and 33"; surveyed by International Mapping & Surveying Corporation, Anthony E. Muscatelli, Professional Land Surveyor; Sheets 1 of 2 and 2 of 2, at a scale of 1" = 100', dated 6/25/92, and to be recorded in the Town of Smithfield, Office of the Town Clerk.

Received for Record in Smithfield, R.I. SEP - 4 1992 @ 9:20 A.M.
Witness Theresa C. [Signature] Town Clerk

10 47/46

Rec # 83288

E-RECORDED

INST: 2020-4171

BK: 1310 PG: 46

11/02/2020 11:56:57 AM

6 Page(s)

WARRANTY DEED

Carol A. Aquilante, Town Clerk

Carol A. Aquilante, MNC

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION**, a Rhode Island Non-Profit Corporation, presently of the City of Providence, Rhode Island for the consideration paid of **One Million One Hundred Seventy-Five Thousand and 00/100 (\$1,175,000.00) DOLLARS** grants to The **TOWN of SMITHFIELD**, a Rhode Island Municipal Corporation, located at 64 Farnum Pike, Smithfield, State of Rhode Island,

with WARRANTY COVENANTS,

See Exhibit A attached Hereto

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the seller is a resident Corporation of Rhode Island as evidenced by affidavit.

This conveyance does not represent all or substantially all of the assets of the Corporation as per R.I.G.L. 44-11-29.

Meaning and intending to convey a portion of the premises conveyed by virtue of a deed recorded on February 3, 1966 in Book 34, Page 1012 in the Land Evidence Records in the Town of Smithfield. Also, see deed recorded on October 1, 2020 in Book 1303 Page 199

Tax: \$5405.00

Date 11/02/2020

Town: Smithfield

11775

RHODE ISLAND

REAL ESTATE CONVEYANCE TAX

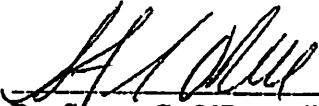
Clerk: CB

PROPERTY ADDRESS: 71 Cowell Road, Smithfield, Rhode Island

[SIGNATURE PAGE TO FOLLOW]

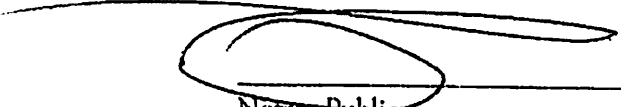
WITNESS my hand and seal this 27th day of October, 2020

GREATER PROVIDENCE YOUNG
MEN'S CHRISTIAN ASSOCIATION


By: Steven G. O'Donnell
Title: Chief Executive Officer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 27th day of October, 2020, before me, the undersigned notary public, personally appeared Steven G. O'Donnell, proven to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding document in my presence and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.


Notary Public

My commission expires:

Daniel A. Calenda
Notary Public, State of Rhode Island
My Commission Expires 09/28/2021

EXHIBIT A

That certain parcel of land, with all buildings and improvements thereon, situated in the Town of Smithfield and State of Rhode Island, and bounded and described as follows:

Beginning at a point in the easterly line of the road from Greenville to Cooks Corner, now known as Colwell Road, at the intersection of two stone walls, and at the southwesterly corner of land now or lately of Adeline Sasso; thence S. 6 degrees 30' W. one hundred sixty-five (165) feet to an angle; thence S. 31 degrees 30' W. ninety-eight (98) feet to an angle; thence S. 40 degrees W. one hundred seventy-four (174) feet to an angle; thence S. 58 degrees W. two hundred twenty-one (221) feet to an angle; thence S. 44 degrees W. one hundred eighty-five (185) feet to an angle; thence S. 46 degrees 30' E. three hundred sixty-six (366) feet, more or less, to land now or lately of Joseph Connetti and wife, said last six (6) courses bounding generally Westerly and Northwesterly on Colwell Road; thence S 60 1/2 degrees E. two hundred (200) feet to a stone bound; thence S. 35 1/2 degrees W. two hundred (200) feet to a stone bound set in the northerly line of a stone wall; thence N. 79 degrees W. along the northerly line or said wall about two hundred (200) feet to Colwell Road; the last three (3) courses bounding southerly, westerly and northerly on said Connetti land; thence southerly bounding westerly on Colwell Road about two hundred eighty-three and 5/10 (283.5) feet to a corner of a stone wall and land now or formerly of Carlton A. Dexter; thence southeasterly along a stone wall bounding southwesterly on said Dexter land four hundred seventy (470) feet to a corner of said wall; thence continuing along said wall on a course S. 55 degrees E. bounding southwesterly on said Dexter land thirty-nine (39) feet to a corner of said wall; thence S. 28 degrees W. one hundred twenty (120) feet to an angle; thence S. 30 degrees W. five hundred fifty-four (554) feet to an angle; thence S. 58 degrees W. two hundred (294) feet to land now or formerly of Henry Eldridge, the last three (3) courses being along a wall and bounding westerly on said Dexter land; thence S. 72 degrees E. bounding southerly in part on said Eldridge land and in part on land now or formerly of H. L. Winsor one thousand two hundred fifty-seven (1257) feet to an angle; thence N. 41 degrees 30' E. bounding easterly in part on said Winsor land and in part on land now or formerly of Thomas K. Winsor one hundred ninety-four (194) feet to an angle; thence N. 36 degrees E. bounding easterly on said Thomas K. Winsor land three hundred twenty-six (326) feet to a point which point is approximately thirty-five (35) feet southeasterly of the dam; thence due east ninety-six (96) feet; thence S. 82 degrees E. eighty-nine (89) feet; thence S. 48 degrees E. one hundred sixty-eight (168) feet; thence N. 74 degrees E. one hundred fifty-nine (159) feet to a stone bound; thence S. 60 degrees E. eighty-three (83) feet; thence S. 5 degrees E., sixty-six (66) feet; thence S. 2 degrees E. eighty-eight (88) feet to a stone bound; thence S. 1 degree W. forty-one (41) feet; thence S. 18 degrees E. sixty-seven (67) feet; thence S. 34 degrees E. eighty-three (83) feet to a stone bound; thence S. 47 degrees E., fifty-two (52) feet; thence S. 60 degrees E. one hundred five (105) feet; thence S. 45 degrees E. eighty-seven (87) feet to a stone bound; thence N. 14 degrees E. one hundred fifty-one (151) feet to a stone bound; thence S. 86 degrees E. (57) feet; thence N. 86 degrees E. forty-four (44) feet; thence S. 23 degrees E. fifty-seven (57) feet; thence S. 51 degrees E. forty and 5/10 (40.5) feet; thence due south fifty-nine (59) feet; thence S. 23 degrees E. one hundred thirty-eight (138) feet; thence S. 35 degrees E. four hundred sixty-five feet (465) feet to a stone bound at land now or lately of H. Mowry, bounding generally southwesterly in each of said twenty-one (21) last mentioned courses on land now or lately of Thomas K. Winsor; thence N. 4 degrees W. bounding easterly on said Mowry land in part and in part on land now or lately of Nicandro and Alessandra Matteo twenty-four hundred seventy-one (2471) feet to an angle; thence N. 4 degrees 30' W. bounding easterly on said Matteo land six hundred twelve and 5/10 (612.5) feet to said land now or lately of Adeline Sasso at a point just southerly of a large ledge; thence S. 89 degrees W. bounding northerly on said Sasso land one hundred sixty-eight (168) feet to a stake in the line of a stone wall; thence S. 83 degrees W. four hundred one (401) feet to an angle; thence S. 87 degrees W. bounding northerly on said Sasso land one hundred eighty-one (181) feet to an angle in a stone wall; thence N. 30 W. bounding northeasterly on said Sasso land nine hundred eleven (911) feet to the point of beginning

Meaning and intending without limitation to convey and hereby conveying all right, title and interest of the grantor in and to the dam of the Sprague Upper Reservoir and the land underlying said dam, in and to the waters and land comprising the said Sprague Upper Reservoir, the flowage rights therein and thereof and the littoral and riparian rights and all other rights appurtenant or pertaining thereto including without limitation, all of such rights, title and interest as were conveyed to the grantor by Woonasquatucket Reservoir Company by deed dated September 12, 1958 and recorded in the Records of Land Evidence in said Town of Smithfield in Book 24 at Page 98, and, also without limitation the premises conveyed to the grantor by deeds recorded in said records of Land Evidence as follows:

Deed from Michael Connetti, dated September 3, 1930 and recorded in the Records of Land Evidence in said Town of Smithfield in Book 16 at Page 147, and a curative deed thereon, dated November 9, 1931 and recorded in said records in Book 16 at Page 293.

Deed of Thomas K. Winsor, dated October 29, 1931 and recorded in the Records of Land Evidence in said Town of Smithfield in Book 15 at Page 381.

Deed of J. Bertram Watson, dated August 31, 1955 and recorded in the Records of Land Evidence in said Town of Smithfield in Book 22 at Page 305.

Deed of J. Bertram Watson, dated December 26, 1958 and recorded in the Records of Land Evidence in said Town of Smithfield in Book 24 at Page 159.

Said premises are also known as: **Assessor's Plat 47, Lot 46**

EXCEPTING THEREFROM:

That certain parcel of land together with all buildings and improvements thereon situated on the easterly side Colwell Road, Town of Smithfield, State of Rhode Island and is bounded and described as follows:

Beginning at an iron rod set at most northwesterly corner by land owned now or formerly by Joan A. Rose & Lori B. Araujo & Amy L. Rose (Lot 49 A I A.P. 47) said point being the most southwesterly corner of the herein described parcel;

Thence proceeding in a northerly direction bounded westerly by Colwell Road a distance of 111.05 feet to a point;

Thence turning an interior angle of 177°23'33" and continuing in a northerly direction bounded westerly by Colwell Road a distance of 129.79 feet to an iron rod set;

Thence turning an interior angle of 173°39'08" and continuing in a northerly direction bounded westerly by Colwell Road a distance of 43.50 feet to an iron rod found;

Thence turning an interior angle of 81°44'48" and proceeding in a southeasterly direction bounded northerly in part by land owned now or formerly by J & M Realty, LLC (Lot 47 A I A.P. 47) and in part by land owned now or formerly by Greater Providence Young Mens Christian Association (Lot 46 A I A.P. 47) a distance of 440.08 feet to an iron rod set;

Thence turning an interior angle of 98°57'03" and proceeding in a southerly direction bounded easterly by Greater Providence Young Mens Christian Association land (Lot 46 A I A.P. 47) a distance of 450.00 feet to a drill hole set;

Thence turning an interior angle of $59^{\circ}59'10''$ and proceeding in a northwesterly direction bounded by Joan A Rose & Lori B. Araujo & Amy L. Rose land (Lot 49 A I A.P. 47) a distance of 316.11 feet to a point;

Thence turning an interior angle of $178^{\circ}39'52''$ and continuing in a northwesterly direction bounded by Joan A Rose & Lori B. Araujo & Amy L. Rose land (Lot 49 A I A.P. 47) a distance of 112.67 feet to the point and place of beginning. The last course forming an interior angle of $125^{\circ}55'30''$ with the first course herein described.

Said parcel contains 152,934 square feet as surveyed by Richard T. Bzdyra P.I.S# 1786 of Ocean State Planners, Inc. Meaning and intending to describe the lot area on that survey plan entitled "Boundary Stake-Out Survey, A.P. 47 I Lot 48,53 Colwell Road Smithfield, R.I. Scale: 1"= 40' September 24, 2020, Prepared For: Michael Austin Jr., 53 Colwell Road Smithfield, R.I. Prepared By: Ocean State Planners, Inc. 1255 Oaklawn Avenue, Cranston R.I. 02920, info@osplanners.com O.S.P. Job # 9800."

Said lot being excepted from the transaction is also known as: **Assessor's Plat 47, Lot 48**



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

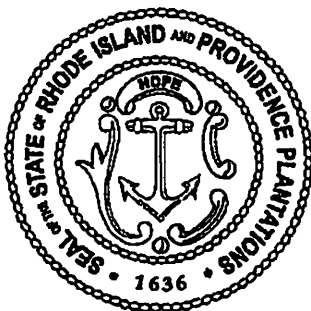
CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Greater Providence Young Mens Christian Association

is a Rhode Island Non-Profit Corporation organized on **January 02, 1854**. I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on

October 16, 2020

Secretary of State

TOWN OF SMITHFIELD, R.I.
Carol A. Aquilante, Town Clerk
11/02/2020 11:56:57 AM

Certificate Number: 20100069730

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

(11) 47/274

INST: 00013573
BK: 782 Pg: 88



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
235 Promenade Street, Providence, RI 02908-5767 TDD 401-222-4462

NO FURTHER ACTION

Ernest Louis Matteo Revocable Trust - 1998
Antonetta Delores Matteo Revocable Trust - 1998
c/o Carl B. Lisa, Sr.
5 Benefit Street
Providence, RI 02904

January 20, 2011

RE: Matteo Farm (former)
90 Swan Road
Smithfield, Rhode Island
Plat 47, Proposed Lot 1
Case No. 2004-053

Dear Ernest Louis Matteo and Antonetta Delores Matteo:

On February 24, 2004, the Rhode Island Department of Environmental Management (the Department) amended the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, (the Remediation Regulations). The purpose of these regulations is to create an integrated program requiring reporting, investigation and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment in an efficient manner.

The Department's Office of Waste Management (OWM) has received and reviewed the following document in regard to the above referenced Site, which is proposed to remain agricultural or restricted open-space until such a time when active agricultural activities resume:

- A certified copy of the Department approved Environmental Land Usage Restriction (ELUR), which was recorded in the Town of Smithfield Land Evidence Records for the subject property on January 7, 2011 (Book 780, Pages 151-162).

Any use of the property, other than that which is stated above, will require the submittal of a Remedial Action Work Plan to the Department for review and approval prior to any development and/or implementation of property use changes.

Based upon the information provided in the document referenced above, the OWM has determined that the property does not require any additional response actions in accordance with the Remediation Regulations at this time.

Matteo Farm (former)
90 Swan Road, Smithfield

January 20, 2011
Page 1 of 2

INST: 00013573
Bk: 782 Pg: 89

Please be advised that the OWM reserves the right to require additional actions under the Remediation Regulations at the subject site should any of the following occur:

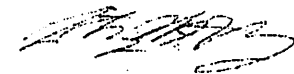
- A. Conditions at the site previously unknown to the Department are discovered;
- B. Information previously unknown to the Department becomes available;
- C. Policy and/or regulatory requirements change;
- D. Ernest Louis Matteo Revocable Trust - 1998, Antonetta Delores Matteo Revocable Trust - 1998, or any future holder (s) of any interest in the property fails to adhere to the terms and conditions of the ELUR for the property; or
- E. The property is used for any activities other than agricultural and/or restricted open-space until active agricultural activities resume as previously approved by the Department.

Please note that this No Further Action letter strictly adheres to only Plat 47, Proposed Lot 1 on the plan entitled "FINAL - MINOR SUBDIVISION MATTEO PROPERTY / TOWN OF SMITHFIELD LAND TRUST SWAN ROAD A.P. 47/LOT77" revision 1 dated August 2, 2010, prepared by the Town of Smithfield, Anthony E. Muscatelli, Town Surveyor.

Please note that this is not a Letter of Compliance and that nothing in this letter relieves the responsible party, or the site, from compliance with all other applicable local, State and/or Federal regulations.

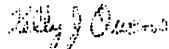
If you have any further questions regarding this matter, please contact me by telephone at (401) 222-2797 x7147 or by e-mail at tim.fleury@dem.ri.gov.

Sincerely,



Timothy M. Fleury
Senior Engineer
Office of Waste Management

Authorized by,



Kelly J. Owens
Assoc. Supervising Engineer
Office of Waste Management

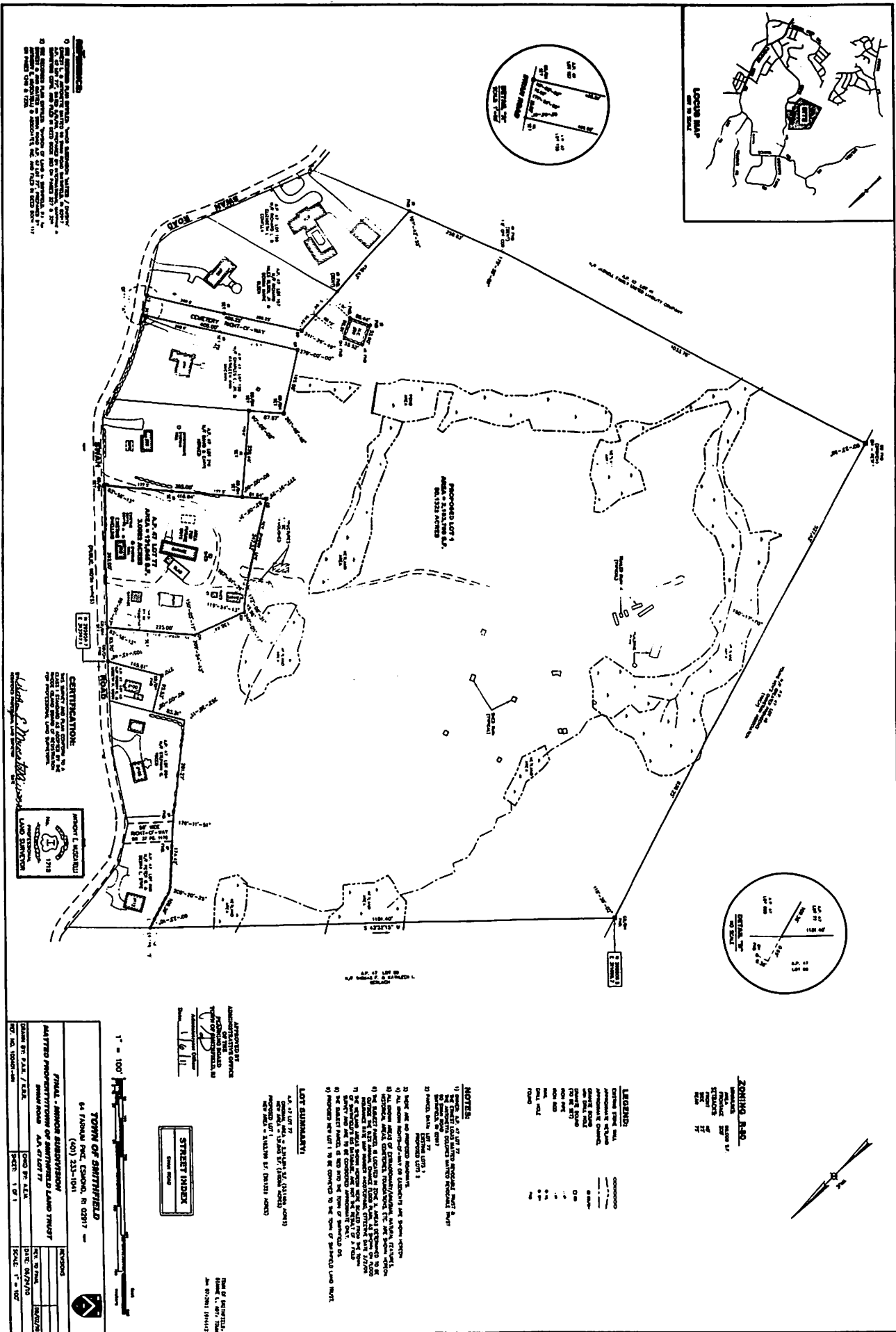
Cc: Patrick Dowling, Fuss & O'Neill, Inc.
Michael Phillips, Town of Smithfield
Barbara Rich, Smithfield Land Trust

Matteo Farm (former)
90 Swan Road, Smithfield

January 20, 2011
Page 2 of 2

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Jan 24, 2011 10:34:34A



BOOK 241 PAGE 754

EXHIBIT "A"

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the westerly side of Swan Road in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

beginning at a point in the westerly line of Swan Road, said point being located at a distance of one thousand eighty-seven and 45/100 (1087.45) feet as measured in a generally northerly direction along the westerly line of said road from a granite bound located at the most northeasterly corner of land now or formerly of Richard J. and Patricia A. Jaswell;

thence proceeding in a northwesterly direction along the westerly line of said road a distance of four hundred forty-seven and 70/100 (447.70) feet to a point;

thence turning an interior angle of 105°-43'-40" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Robert E. and Lisbeth K. Moon a distance of one hundred forty-five and 61/100 (145.61) feet to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a northwesterly direction bounded northeasterly by said Moon land a distance of ninety-five and 53/100 (95.53) feet to a point;

thence turning an interior angle of 90°-00'-00" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Janice N. Oceau a distance of eighty-three and 32/100 (83.32) feet to a point;

thence turning an interior angle of 262°-28'-11" and proceeding in a northwesterly direction bounded northeasterly by said Oceau land a distance of two hundred sixty-one and 27/100 (261.27) feet to a point;

thence turning an interior angle of 176°-11'-51" and proceeding in a northwesterly direction bounded northeasterly in part by a right of way and northeasterly in part by land now or formerly of Peter G. and Debra L. Stripe a distance of one hundred seventy-four and 42/100 (174.42) feet to a point;

thence turning an interior angle of 205°-20'-25" and proceeding in a northerly direction bounded easterly by said Stripe land a distance of one hundred nine and 38/100 (109.38) feet to a point;

thence turning an interior angle of 60°-23'-10" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Jon M. Chiovitti a distance of one thousand one hundred eighty-one and 40/100 (1181.40) feet to a granite bound;

BOOK 241 PAGE 755

thence turning an interior angle of $118^{\circ}-39'-00''$ and proceeding in a southerly direction bounded westerly by land now or formerly of the Greater Providence Young Mens Christian Association a distance of eight hundred thirty-eight and $25/100$ (838.25) feet to a point;

thence turning an interior angle of $180^{\circ}-17'-00''$ and proceeding in a southerly direction bounded westerly by said association land a distance of five hundred twenty-seven and $43/100$ (527.43) feet to a granite bound;

thence turning an interior angle of $90^{\circ}-23'-58''$ and proceeding in an easterly direction bounded southerly by said Jaswell land a distance of one thousand thirty-three and $76/100$ (1033.76) feet to a point;

thence turning an interior angle of $175^{\circ}-35'-59''$ and proceeding in an easterly direction bounded southerly by said Jaswell land a distance of two hundred fifty-nine and $63/100$ (259.63) feet to a point;

thence turning an interior angle of $107^{\circ}-42'-55''$ and proceeding in a northeasterly direction bounded southeasterly in part by land now or formerly of Richard L. and Elizabeth L. Comella and northeasterly in part by land now or formerly of Richard Niles Jr. / Donna Marie Olson for a distance of four hundred ten and $43/100$ (410.43) feet to a point;

thence turning an interior angle of $241^{\circ}-29'-49''$ and proceeding in a northeasterly direction bounded southeasterly by said Olson land a distance of four hundred six and $25/100$ (406.25) feet to a point in the westerly line of said Swan Road;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction along the westerly line of said road a distance of fifteen and $00/100$ (15.00) feet to a point;

thence turning an interior angle of $177^{\circ}-56'-59''$ and proceeding in a northwesterly direction along the westerly line of said road a distance of thirty-five and $02/100$ (35.02) feet to a point;

thence turning an interior angle of $92^{\circ}-03'-01''$ and proceeding in a southwesterly direction bounded northwesterly by other land now or formerly of Ernest L. and Antonette Matteo a distance of four hundred five and $00/100$ (405.00) feet to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a northwesterly direction bounded northeasterly by said Matteo land a distance of one hundred sixty-five and $00/100$ (165.00) feet to a point;

thence turning an interior angle of $261^{\circ}-45'-45''$ and proceeding in a northeasterly direction bounded southeasterly by said Matteo land a distance of eighty-seven and $87/100$ (87.87) feet to a point;

BOOK 241 PAGE 756

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction bounded northeasterly by land now or formerly of David and Carol A. Abruzzi a distance of two hundred twenty and $49/100$ (220.49) feet to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a northeasterly direction bounded southeasterly by said Abruzzi land a distance of three hundred fifty-five and $00/100$ (355.00) feet to the point and place of beginning;

the last course forming an interior angle of $83^{\circ}-58'-13''$ with the first mentioned course;

said parcel contains 2,314,814 square feet or 53.14 acres of land more or less and is shown as lot two (2) on a plan entitled "Minor Subdivision 'Matteo/Division' Ernest L. & Antonette Matteo 90 Swan Road Smithfield, RI 02917", prepared by International Mapping & Surveying Corp., dated 5/6/96 and recorded in the Town of Smithfield, RI.

TOWN OF SMITHFIELD, RI
M. EILEEN MATTY, TOWN CLERK

98 DEC -9 PM 11:53

(13) 43/72

BK0273PG0511

WARRANTY DEED

I, **WILLIAM H. STEERE**, of the Town of Smithfield, County of Providence, State of Rhode Island, *for consideration paid grant to SMITHFIELD LAND TRUST*, of 64 Farnum Pike, Esmond, Rhode Island 02917, as a sole tenant,
with WARRANTY COVENANTS:

For description of the conveyed premises see attached Exhibit "A", which is made a part hereof by reference.

This grant is subject to Easements and Rights of Way of record, which Easements and Rights of Way are filed in the Land Evidence Records of the Town of Smithfield.

The Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as he is a resident of the State of Rhode Island as evidenced by Affidavit.

The Grantor certifies that this transfer is exempt from the smoke detector law as provided in R.I.G.L. §23-28.35-4, as this is vacant land.

WITNESS my hand and seal this 13th day of October, 2000.

William H. Steere
WILLIAM H. STEERE

STATE OF RHODE ISLAND
 COUNTY OF PROVIDENCE

In Smithfield, on the 13th day of October, 2000, before me personally **WILLIAM H. STEERE** 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.

Polly A. Hopkins
 NOTARY PUBLIC *Polly A. Hopkins*
 My commission expires: 4-19-03

Grantee's address:
 64 Farnum Pike
 Esmond, RI 02917

TAX \$ 560.00
 DATE 10-18-00
 RECORD: 00448
 OF SMITHFIELD
 RECORDS AND
 REAL ESTATE COMMISSION

BK0273PG0512

EXHIBIT "A"

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and bounded and described as follows:

A certain lot of land situated on Wolf Hill and bounded and described as follows:

Beginning at a great chestnut stump at the southwest corner of said lot; thence S. 45° E. forty-seven (47) rods five (5) links to a black oak tree on the westerly side of Wolf Hill Road; thence N. 16½° E. two (2) rods nineteen (19) links to bunch of maple trees; thence S. 62¼° E. twenty-eight (28) rods twenty-one (21) links to heap of stones; thence N. 63° E. twenty-nine (29) rods to heap of stones, a bound of land formerly of Elisha Smith; thence N. 38° E. three (3) rods to stone set in the ground; thence N. 45½° W. one hundred twenty (120) rods to a stone set in the ground, a bound of land formerly of Silas Smith and the heirs of Asahel Phetteplace, deceased; thence S. 15° E. forty-three (43) rods seventeen (17) links to rock and stones on it; thence S. 45° W. eighteen (18) rods three (3) links to the first mentioned corner and contains 20 acres, 2 rods and 18.50 rods, being SUBJECT TO said road passing through the same. Or however otherwise described, being the first lot set off to Emily J. Winsor in the division of the real estate of Appleby Smith, late of said Smithfield, deceased; the report of the Commissioners of said estate and the plat accompanying said report being on file in the Office of the Town Clerk in said Smithfield. Being the same premises conveyed to Oscar H. Steere by deed from Franklin E. Winsor and others dated October 22, 1921 and recorded in the Records of Land Evidence in said Town of Smithfield, in deed book 13 at page 340.

ALSO, a certain lot or tract of land situated, lying and being on both sides of Wolf Hill Road, adjoining land formerly of Elisha Smith, Esq., Winsor Farnum and the heirs of Asahel Phetteplace, late of said Smithfield, deceased, as may be seen on the division plat of the Estate of Junia Smith, deceased, and is bounded and described as follows:

Beginning at a heap of stones, being a bound of said Elisha Smith and the heirs of Asahel Phetteplace, deceased; thence N. 81½° E. forty-nine (49) rods twenty (20) links to a heap of stones; thence S. 40¾° E. by a recent survey eighty-five (85) rods eleven (11) links to a stake and stones where formerly stood a black birch tree with stones around it; thence S. 34° W. thirty-two (32) rods fifteen (15) links to a stake and stones, a bound of the heirs of Appleby Smith, late of Smithfield, deceased, land; thence S. 47¾° W. by and with said Appleby Smith's heirs land one hundred twenty (120) rods to the first mentioned bound, and contains by estimation twenty-three (23) acres and ninety (90) rods, be the same more or less.

ALSO, a certain lot or tract or parcel of land situated on Wolf Hill, so called, and bounded and described as follows:

Beginning at a large white oak tree at the northeast corner of said lot, formerly a bound of the heirs of Silas Smith and Thomas Sprague's land, now both deceased; thence S. 76° W. thirty-four (34) rods thirteen (13) links to an old pitch pine stump and stones around

BK 0273PG0513

It; thence S. 82½° W. thirty-nine (39) rods thirteen (13) links to a stone set in the ground by the end of wall, a bound of Abraham Smith's land; thence S. 9° E. thirteen (13) rods nine (9) links, to stones by side of wall; thence S. 12° E. two (2) rods twenty-one (21) links to stones by turn in wall; thence S. 9¾° E. twenty (20) rods seven (7) links to a corner of wall, a bound of the heirs of Asahel Phetteplace, deceased, land; thence S. 69° E. fifty-six (56) rods twenty (20) links to a stone set in the ground and stones around it, also a bound of said heirs' land; thence S. 15 1/3° E. forty-five (45) rods thirteen (13) links to a heap of stones, a bound of the heirs of Silas Smith, Appleby Smith and Asahel Phetteplace, deceased, land; thence North 81° East forty-nine (49) rods twenty (20) links to stake and stones; thence N. 8° W. fifty-one (51) rods nineteen (19) links to a black oak stump and stones around it; thence N. 21 1/8° W. sixty (60) rods thirteen (13) links to the first mentioned bound and contains by plat fifty-one acres and twenty-eight rods of land.

Meaning and Intending hereby to convey all and the same premises where were conveyed to Henry E. Smith by two separate deeds, one from Draper C. and Jenckes A. Smith and the other from Elisha Smith, which deeds are recorded in the Records of Land Evidence in the (old) Town of Smithfield in book 33 at page 245 and book 43 at page 93, respectively, title to which having come to Helen P. Remington and others by will of Mercy J. Smith, their mother, late of the Town of Smithfield, deceased. Being the same premises conveyed to Oscar H. Steere by deed from Helen P. Remington and others dated March 6, 1924 and recorded in said Records of Land Evidence in deed book 14 at page 465.

EXCEPTING FROM ALL THE PREMISES ABOVE DESCRIBED, the portion thereof conveyed to Hester M. Hastings by deed from Oscar H. Steere, dated September 25, 1930 and recorded in the Records of Land Evidence in the Town of Smithfield in Deed Book 16 at page 149.

ALSO, a certain wood lot lying easterly of a branch of the Spragueville Reservoir, so called, in Spragueville. Said lot contains forty (40) acres of land, more or less, and is all that part of the real estate conveyed from Sarah E. Vaughn to Edgar L. Williams by deed dated April 18, 1910 and recorded in said Records of Land Evidence in Deed book 8 at page 153, which was owned by Edgar L. Williams, Sr., at the time of his decease, and which lies easterly of and borders on land of Woonasquatucket Reservoir Company, including the DOWER right of Lizzie A. Williams, widow of Edgar L. Williams, Sr., in the above described premises. Being the same premises conveyed to Oscar H. Steere by deed from George E. Thurber, Administrator of the Estate of Edgar L. Williams, Sr., and Lizzie A. Williams dated June 4, 1938 and recorded said Records of Land Evidence in Deed Book 15 at page 809.

MEANING AND INTENDING TO DESCRIBE all that certain property conveyed in that certain warranty deed from Oscar H. Steere to William H. Steere and Marie E. Steere, husband and wife, dated August 5, 1957 and recorded in the Records of Land Evidence for the Town of Smithfield on August 5, 1957 at 10:30 a.m. in book 23 at page 372.

TOWN OF SMITHFIELD, RI
AL FLETCHER, TOWN CLERK

Mydocs\deeds\Waller\wd\vmsteeredeed

00 OCT 18 AM 9:30

13 43/72

INST: 00004833
Bk: 606 Pg: 122

GORDON E. ROWLEY and CLAUDIA K. ROWLEY
of Smithfield, Rhode Island
for consideration paid, grant to THE SMITHFIELD LAND TRUST, its successors, nominees
or assigns, a body politic and corporate and public instrumentality
of 64 Farnum Pike, Smithfield, R.I. 02917 with WARRANTY COVENANTS
(DESCRIPTION, AND INCUMBRANCES, IF ANY)

Land situated in the Town of Smithfield, Rhode Island, as more fully described
in Exhibit A attached hereto and made a part hereof.

We, Gordon E. Rowley and Claudia K. Rowley, do hereby covenant that we are
residents of Rhode Island in compliance with R.I.G.L. §44-30-71.3, as evidenced
by affidavit.

Consideration Paid: Seven Hundred Fifty Thousand (\$750,000.00) Dollars.

SUBJECT TO UTILITY EASEMENTS OF RECORD

1st \$ 3000.00
DATE 11/19/07
RECORDING TAX
007461
REAL ESTATE CONVEYANCE TAX

..... husband of the grantor
..... wife
release to said grantee all right of curtesy and all other interest in the aforescribed premises.
dower

Witness our hand, s. this 9 day of November, 2007

Gordon E. Rowley

GORDON E. ROWLEY

State of Rhode Island, Etc.
COUNTY OF

Claudia K. Rowley
CLAUDIA K. ROWLEY

In SMITHFIELD on the 9 day of November, 2007
before me personally appeared Gordon E. Rowley and Claudia K. Rowley

to me known and known by me to be the parties executing the foregoing instrument, and
they acknowledged said instrument, by them executed, to be their free act and deed.

John A. Puller

NOTARY PUBLIC
My commission expires: 12/18/08

INST: 00004853
Bk: 606 Pg: 123

EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly line of Farnum Pike, Rhode Island Route #104, said point being the most easterly corner of land now or formerly of Douglas H. Farrah, III, said point also being the most northerly corner of the herein described parcel;

thence proceeding in a general southerly direction a distance of four hundred seventy-nine and 65/100 (479.65) feet, bounded westerly by said Farrah land to a point;

thence turning an interior angle of $215^{\circ}-56'-17''$ and proceeding in a southwesterly direction a distance of twelve and 13/100 (12.13) feet, to a point;

thence turning an interior angle of $131^{\circ}-45'-12''$ and proceeding in a general southerly direction a distance of thirty-two and 85/100 (32.85) feet, to a point;

thence turning an interior angle of $192^{\circ}-44'-41''$ and proceeding in a general southerly direction a distance of one hundred twenty-seven and 40/100 (127.40) feet, to a point;

thence turning an interior angle of $235^{\circ}-31'-57''$ and proceeding in a southwesterly direction a distance of seventeen and 51/100 (17.51) feet, to a point;

thence turning an interior angle of $161^{\circ}-07'-35''$ and proceeding in a southwesterly direction a distance of one hundred forty-two and 78/100 (142.78) feet, to a point;

thence turning an interior angle of $207^{\circ}-07'-25''$ and proceeding in a southwesterly direction a distance of forty-eight and 93/100 (48.93) feet, to a point;

thence turning an interior angle of $265^{\circ}-25'-38''$ and proceeding in a northwesterly direction a distance of fourteen and 53/100 (14.53) feet, to a point;

thence turning an interior angle of $95^{\circ}-51'-03''$ and proceeding in a southwesterly direction a distance of thirty-five and 56/100 (35.56) feet, to a point;

thence turning an interior angle of $190^{\circ}-18'-04''$ and proceeding in a southwesterly direction a distance of eighty-four and 35/100 (84.35) feet, to a point;

the last nine (9) courses are bounded westerly, northwesterly and easterly by land now or formerly of Douglas H. Farrah, III;

thence turning an interior angle of $134^{\circ}-31'-25''$ and proceeding in a southwesterly direction a distance of eighty-three and 67/100 (83.67) feet, bounded northwesterly in part by said Farrah land and northwesterly in part by land now or formerly of Donald Courtot to a point;

thence turning an interior angle of $226^{\circ}-19'-13''$ and proceeding in a southwesterly direction a distance of one hundred four and 91/100 (104.91) feet to a point;

INST: 00004853
Bk: 606 Pg: 124

thence turning an interior angle of $170^{\circ}-55'-57''$ and proceeding in a southwesterly direction a distance of sixty-nine and $72/100$ (69.72) feet, to a point;

thence turning an interior angle of $185^{\circ}-43'-09''$ and proceeding in a westerly direction a distance of ninety-three and $00/100$ (93.00) feet, to a point;

thence turning an interior angle of $212^{\circ}-57'-22''$ and proceeding in a westerly direction a distance of thirteen and $83/100$ (13.83) feet, to a point;

thence turning an interior angle of $142^{\circ}-52'-01''$ and proceeding in a westerly direction a distance of twenty-two and $02/100$ (22.02) feet, to a point;

thence turning an interior angle of $165^{\circ}-17'-59''$ and proceeding in a southwesterly direction a distance of twenty-three and $78/100$ (23.78) feet, to a point;

the last six (6) courses are bounded northerly and northeasterly by said Courtot land;

thence turning an interior angle of $179^{\circ}-36'-31''$ and proceeding in a southwesterly direction a distance of sixty-three and $00/100$ (63.00) feet, to a point;

thence turning an interior angle of $197^{\circ}-08'-22''$ and proceeding in a westerly direction a distance of one hundred seventeen and $00/100$ (117.00) feet, to a point;

thence turning an interior angle of $185^{\circ}-48'-47''$ and proceeding in a westerly direction a distance of ninety-six and $50/100$ (96.50) feet, to a point;

thence turning an interior angle of $165^{\circ}-21'-33''$ and proceeding in a westerly direction a distance of one hundred ninety-eight and $00/100$ (198.00) feet, to a drill hole at the corner of a stonewall;

the last four (4) courses are bounded northerly by land of the Town of Smithfield Land Trust;

thence turning an interior angle of $84^{\circ}-16'-15''$ and proceeding in a southerly direction a distance of one hundred forty-two and $44/100$ (142.44) feet, to a point;

thence turning an interior angle of $178^{\circ}-57'-16''$ and proceeding in a southerly direction a distance of sixteen and $30/100$ (16.30) feet, to a point;

thence turning an interior angle of $174^{\circ}-54'-48''$ and proceeding in a general southerly direction a distance of three hundred thirty and $70/100$ (330.70) feet, to a point;

thence turning an interior angle of $180^{\circ}-11'-38''$ and proceeding in a general southerly direction a distance of two hundred fifty-one and $87/100$ (251.87) feet, to a point;

the last four (4) courses are bounded westerly by land of the Town of Smithfield Land Trust;

thence turning an interior angle of $253^{\circ}-28'-17''$ and proceeding in a southwesterly direction a distance of four hundred sixty-seven and $57/100$ (467.57) feet, bounded northerly by land of the Town of Smithfield Land Trust to a stone bound with a drill hole;

INST: 00004853
Bk: 606 Pg: 125

thence turning an interior angle of 103°-37'-10" and proceeding in a southeasterly direction a distance of nine hundred fifty-one and 65/100 (951.65) feet, bounded westerly by land of the Town of Smithfield Land Trust to a stone bound with a drill hole;

thence turning an interior angle of 94°-02'-38" and proceeding in a general easterly direction a distance of five hundred ten and 83/100 (510.83) feet, to a point;

thence turning an interior angle of 179°-17'-23" and proceeding in a general easterly direction a distance of three hundred twenty-eight and 58/100 (328.58) feet, to a point;

thence turning an interior angle of 178°-34'-52" and proceeding in a general easterly direction a distance of four hundred fifteen and 35/100 (415.35) feet, to a point;

thence turning an interior angle of 181°-46'-59" and proceeding in a general easterly direction a distance of one hundred fifteen and 97/100 (115.97) feet, to a point on the westerly line of Interstate Route 295;

the last four (4) courses are bounded southerly by land now or formerly of the State of Rhode Island as shown on Rhode Island State Highway Plat #1351, Page 19;

thence proceeding in a general northerly direction a distance of seven hundred and 65/100 (700.65) feet, along the arc of a curve having a radius of four thousand eight hundred twenty-five and 00/100 (4,825.00) feet, and a delta angle of 08°-19'-12" along the westerly line of Interstate Route 295 as shown on Rhode Island State Highway Plat #1351 to an iron rod set;

thence proceeding in a general westerly direction a distance of one hundred thirty-eight and 90/100 (138.90) feet, to a drill hole set at the end of a stonewall;

thence turning an interior angle of 181°-04'-38" and proceeding in a general westerly direction a distance of one hundred eighty-two and 52/100 (182.52) feet, to a point;

thence turning an interior angle of 178°-23'-34" and proceeding in a general westerly direction a distance of fifty-nine and 69/100 (59.69) feet, to a drill hole set in a stonewall;

the last three (3) courses are bounded northerly by land of this grantor;

thence turning an interior angle of 256°-34'-01" and proceeding in a northwesterly direction a distance of two hundred ninety-six and 77/100 (296.77) feet, to a field stone bound;

thence turning an interior angle of 190°-00'-58" and proceeding in a northwesterly direction a distance of three hundred thirteen and 00/100 (313.00) feet, to a point;

the last two (2) courses are bounded easterly by land of this grantor;

thence turning an interior angle of 268°-40'-02" and proceeding in a general easterly direction a distance of one hundred twenty-five and 00/100 (125.00) feet, to a point;

INST: 00004853
Bk: 606 Pg: 126

thence turning an interior angle of 203°-05'-53" and proceeding in a general easterly direction a distance of ninety-seven and 10/100 (97.10) feet, to a point;

thence turning an interior angle of 183°-58'-17" and proceeding in a general easterly direction a distance of one hundred forty-six and 35/100 (146.35) feet, to a point;

the last three (3) courses are bounded southerly by land of this grantor;

thence turning an interior angle of 94°-23'-42" and proceeding in a northerly direction a distance of six hundred nineteen and 55/100 (619.55) feet, to a point;

thence turning an interior angle of 190°-19'-42" and proceeding in a northerly direction a distance of three hundred twenty-two and 58/100 (322.58) feet, to a point on the southerly line of Farnum Pike;

the last two (2) courses are bounded easterly by land of this grantor;

thence turning an interior angle of 129°-56'-21" and proceeding in a northwesterly direction a distance of sixty-four and 92/100 (64.92) feet, along the southerly line of Farnum Pike, Rhode Island Route #104, to the point and place of beginning;

the first mentioned course forms an interior angle of 50°-03'-39" with the last mentioned course;

this parcel contains 48.4 acres of land, more or less;

this parcel is to be combined with other land of the Town of Smithfield Land Trust;

this parcel is further described as ADMINISTRATIVE SUBDIVISION ROWLEY/LAND TRUST PROPERTY" A.P. 43 LOT 72 and A.P. 46 LOTS 148 & 149, FARNUM PIKE, RT. 295 & WOLF HILL RD., SMITHFIELD, RHODE ISLAND, and recorded in Plat Book 6, Page 197-198, in the Clerk's Office, Town of Smithfield.

Property Address:

200 Farnum Pike
Flat 46, Lot 148
Smithfield, Rhode Island 02917

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Nov 09, 2007 04:00:09P

(13) 46/1064

BK0316PG0382

WARRANTY DEED

MARY E. MOWRY, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grant to THE SMITHFIELD LAND TRUST, a body politic and corporate and a public instrumentality organized and existing under the laws of the State of Rhode Island with a principal mailing address c/o Smithfield Town Hall, 64 Farnum Pike; Smithfield, Rhode Island, with *Warranty Covenants*:

That certain parcel of property located within the Town of Smithfield with all improvements thereon and more particularly described on Exhibit A attached hereto and made part hereof.

This conveyance is such that no R.I.G.L. 44-30-71.3 withholding is required. Grantor is a Rhode Island resident as evidenced by affidavit.

The undersigned hereby certifies that this transfer is exempt from the smoke and carbon monoxide detector law as provided in R.I.G.L. 23-28.35-14 as the property being transferred does not contain residential dwellings.

TO BE SAVED AS OPEN SPACE IN PERPETUITY.

EXECUTED as a sealed instrument 26th day of February, 2002.

Mary E. Mowry
MARY E. MOWRY

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on this 26th day of February, 2002, before me personally appeared the within named MARY E. MOWRY, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed.

Nicholas A. Lambros
Notary Public
Please print: Nicholas A. Lambros
My Commission Expires: 11/1/05

Grantee's Address:
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

After recording please return to:
Nicholas A. Lambros, Esq.
POORE & ROSENBAUM
30 Exchange Terrace
Providence, RI 02903

REAL ESTATE CONVEYANCE TAX
005052
TAX 1 1130.00
DATE 2/26/02
RECORDED 2/27/02

BK0316PG0383

EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Pleasant View Avenue at station 130+54.78 as shown on Rhode Island State Highway Plat #251, said point being the most northwesterly corner of land now or formerly of Lilian W. Harris Trustee et als. and the most northeasterly corner of the herein described parcel;

thence proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue along the arc of a curve having a radius of eight hundred eighty-three and 29/100 (883.29) feet, a delta angle of 14°-37'-42" for a length of two hundred twenty-five and 52/100 (225.52) feet, to the point curvature of said curve;

thence proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue a distance of three hundred sixteen and 42/100 (316.42) feet, to an angle point opposite centerline station 125+00 as shown on Rhode Island State Highway Plat #251;

thence turning an interior angle of 182°-18'-40" and proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue a distance of fifty-four and 57/100 (54.57) feet, to the point of curvature of a curve;

thence proceeding in a general southerly direction along the arc of a curve having a radius of twenty-five and 00/100 (25.00) feet, a delta angle of 85°-28'-09" for a length of thirty-seven and 29/100 (37.29) feet, bounded southwesterly by land now or formerly of the Town of Smithfield, to the point of tangency of said curve;

thence proceeding southeasterly, a distance of nine hundred six and 81/100 (906.81) feet, bounded southwesterly by said Town of Smithfield land, to a point;

thence turning and interior angle of 158°-12'-47" and proceeding in a southeasterly direction a distance of seven hundred twelve and 68/100 (712.68) feet, bounded southerly by land now or formerly of Lakeside Residential Partners, LLC, to a granite bound;

thence turning an interior angle of 229°-26'-56" and proceeding in a southerly direction a distance of one thousand four hundred eighteen and 00/100 (1418.00) feet, bounded westerly in part by land now or formerly of Lakeside Residential Partners, LLC, westerly in part by land now or formerly of Roy Jaswell and westerly in part by land now or formerly of Elsie Ashworth, to the corner of a stonewall;

BK0316PG0384

thence turning an interior angle of $102^{\circ}-52'-33''$ and proceeding in a northeasterly direction a distance of nine hundred fifty-five and $04/100$ (955.04) feet, bounded southerly by land now or formerly of the Town of Smithfield Land Trust, to a fieldstone bound;

thence turning an interior angle of $180^{\circ}-00'-00''$ and continuing in a northeasterly direction a distance of three hundred sixty-seven and $66/100$ (367.66) feet, bounded southeasterly by said Land Trust land, to a stonewall; said course passes thru an easement granted to The Narragansett Electric Company;

thence turning an interior angle of $75^{\circ}-25'-24''$ and proceeding in a northerly direction along the centerline of a stone wall a distance of one hundred forty-two and $44/100$ (142.44) feet, bounded southeasterly by land now or formerly of Gordon Rowley to a drill hole in the corner of said stonewall;

thence turning an interior angle of $275^{\circ}-43'-45''$ and proceeding in a northeasterly direction, partly along the centerline of a stone wall, a distance of one hundred ninety-eight and $00/100$ (198.00) feet to an angle point;

thence turning an interior angle of $194^{\circ}-38'-27''$ and proceeding in a northeasterly direction, partly along the centerline of a stonewall, a distance of ninety-six and $50/100$ (96.50) feet to an angle point;

thence turning an interior angle of $174^{\circ}-11'-13''$ and proceeding in a northeasterly direction a distance of one hundred seventeen and $00/100$ (117.00) feet to a turn in said stonewall;

thence turning an interior angle of $162^{\circ}-51'-38''$ and proceeding in a northeasterly direction, along the centerline of said stonewall, a distance of sixty-three and $00/100$ (63.00) feet to a point;

the last four courses are bounded southeasterly and southerly by said Rowley land;

thence turning an interior angle of $89^{\circ}-08'-58''$ and proceeding in a northwesterly direction a distance of eight hundred sixty-two and $42/100$ (862.42) feet, bounded easterly by land now or formerly of Donald Courtot, to a heap of stones on ledge;

thence turning an interior angle of $167^{\circ}-35'-44''$ and proceeding in a northwesterly direction a distance of one thousand one hundred fifty-eight and $59/100$ (1158.59) feet, bounded northeasterly in part by land now or formerly of James V. Gallagher and in part by land now or formerly of The Narragansett Electric Company, to a point;

thence turning an interior angle of $201^{\circ}-14'-40''$ and proceeding in a northerly direction a distance of eighty-four and $64/100$ (84.64) feet, bounded northeasterly by land now or formerly of Linda C. Cardon, to a point;

BK0316PG0385

thence turning an interior angle of $67^{\circ}-24'-11''$ and proceeding in a southwesterly direction a distance of one hundred twenty-four and $34/100$ (124.34) feet, bounded northerly by other land now or formerly of Linda C. Cardon, to a heap of stones;

thence turning an interior angle of $164^{\circ}-44'-49''$ and proceeding in a southwesterly direction a distance of eighty-eight and $67/100$ (88.67) feet, bounded northerly by said Cardon land, to a point;

thence turning an interior angle of $177^{\circ}-35'-22''$ and proceeding in a southwesterly direction a distance of eight hundred eight-two and $00/100$ (882.00) feet, bounded northerly by other land now or formerly of Linda C. Cardon, to a point southwest of ledge;

thence turning an interior angle of $292^{\circ}-39'-22''$ and proceeding in a northwesterly direction a distance of five hundred sixty-one and $00/100$ (561.00) feet, bounded northeasterly by said Cardon land, to a granite bound;

thence turning an interior angle of $250^{\circ}-41'-06''$ and proceeding in a northeasterly direction a distance of five hundred thirty-five and $83/100$ (535.83) feet, bounded southeasterly by said Cardon land, to a point;

thence turning an interior angle of $102^{\circ}-52'-01''$ and proceeding in a northwesterly direction a distance of five hundred twenty-five and $24/100$ (525.24) feet, bounded northeasterly by land now or formerly of Michael & Carol Miller, to the corner of an old wire fence;

thence turning an interior angle of $107^{\circ}-13'-09''$ and proceeding in a southwesterly direction along the remnants of a wire fence a distance of eight hundred twenty-six and $10/100$ (826.10) feet, bounded northerly by land now or formerly of Lilian W. Harris, Trustee et als., to a fieldstone bound;

thence turning an interior angle of $263^{\circ}-18'-59''$ and proceeding in a northwesterly direction, a distance of one hundred thirty-five and $04/100$ (135.04) feet to the end of a stonewall;

thence turning an interior angle of $186^{\circ}-34'-33''$ and proceeding in a northwesterly direction along the centerline of said stonewall, a distance of one hundred twenty-five and $30/100$ (125.30) feet to an angle point in said wall;

thence turning an interior angle of $175^{\circ}-04'-48''$ and proceeding in a northwesterly direction along the centerline of said stonewall a distance of seventy-one and $58/100$ (71.58) feet to an angle point in said wall;

thence turning an interior angle of $155^{\circ}-53'-19''$ and proceeding in a northwesterly direction along the centerline of said stonewall a distance of one hundred fifty and $00/100$ (150.00) feet to an angle point in said wall;

BK0316PG0386

thence turning an interior angle of $164^{\circ}-32'-35''$ and proceeding in a generally westerly direction along the centerline of said stonewall a distance of eighty and 00/100 (80.00) feet to a point;

the last five courses are bounded northerly, northeasterly and easterly by said Harris land;

thence turning an interior angle of $219^{\circ}-23'-26''$ and proceeding in a northwesterly direction a distance of fifteen and 85/100 (15.85) feet, bounded northeasterly by said Harris land, to the point and place of beginning.

EXCEPTING THEREFROM any portion thereof that may constitute any right, title, and interest in and to Slacks Reservoir (Woonasquatucket Reservoir) by deed dated October 5, 1999 and recorded October 14, 1999 in Book 257 at Page 648.

Said parcel contains 4,091,074 square feet or 93.918 acres of land, more or less, and is subject to an easement granted to The Narragansett Electric Company by Mabel C. Mowry as recorded in deed book 21 on page 506 and an easement agreement between The Narragansett Electric Company and the Tennessee Gas Pipeline Company as recorded in deed book 210 on page 371, both filed in the Town of Smithfield, RI.

Said parcel is further described on a plan entitled: "SURVEY PLAN OF LAND for THE TOWN OF SMITHFIELD LAND TRUST on PLEASANT VIEW AVENUE & FARNUM PIKE in SMITHFIELD, RI A.P. 46 LOT 166", dated 11/13/01 and prepared by International Mapping & Surveying Corp., 19 Industrial Drive, Smithfield, R.I. 02917, and recorded on February 14, 2002 at 9:50 a.m. in Plat Book 5, on page 74 of the Land Evidence Records of the Town of Smithfield, R.I.

TOWN OF SMITHFIELD, RI
H. ELDON HARRIS, TOWN CLERK

02 FEB 26 PM 12:02

13 46/156

INST: 00015755
Bk: 807 Pg: 117

WARRANTY DEED

WE, JAMES V. GALLAGHER of 11 Pasture View Lane^{Crisfield}, Rhode Island and
MARGARET E. GALLAGHER-ELMER of 4.9 Cedar's Farm Dr.^{Smithfield}, Rhode Island, for
and in consideration of the sum of \$40,000.00, grant to THE SMITHFIELD LAND TRUST,
its successors, nominees or assigns, a body politic and corporate and public instrumentality, with
a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, with WARRANTY
COVENANTS:

That parcel of land situated on Farnum Pike in the Town of Smithfield, County of
Providence, State of Rhode Island, being fully described on Exhibit A attached hereto and made
a part hereof.

Being the same premises conveyed to these Grantors by Administrator's Deed of James
V. Gallagher, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent
Gallagher, dated July 9, 1990 and recorded in the Land Evidence Records of the Town of
Smithfield on August 9, 1990 at 10:11 a.m. in Book 121 at Page 1257.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantors
are residents of Rhode Island as evidenced by affidavit.

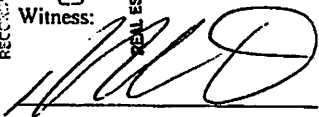
Subject to taxes assessed December 31, 2010.

WITNESS my hand and seal this 30 day of August, 2011.

IAA \$ 160.00
DATE 8/30/11
RECORDED
TOWN OF SMITHFIELD

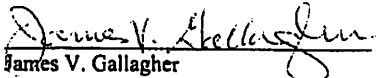
008435
RECORDING
TOWN OF SMITHFIELD

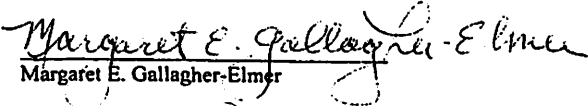
Witness:



Witness:



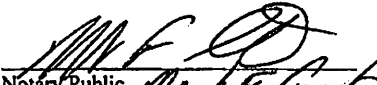

James V. Gallagher


Margaret E. Gallagher-Elmer

INST: 00015755
Bk: 807 Pg: 118

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In James V. Gallagher, on this 30 day of August, 2011, before me personally appeared James V. Gallagher, to me known and known by me to be the person executing the foregoing instrument. and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public Mark R. Gump
My Commission Expires: 9/25/2013

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Sarah E. Gallagher-Elmer, on this 30 day of August, 2011, before me personally appeared Margaret E. Gallagher-Elmer, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public Mark R. Gump
My Commission Expires: 9/25/2013

INST: 00015755
Bk: 807 Pg: 119

EXHIBIT A

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and described as follows:

A certain tract or parcel of land situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W, ten and 3/10 (10.3) feet to an iron rod; thence S 5° 29' W. Six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E, with land of Mabel C. Mowry, four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W, about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Excepting therefrom so much of the land taken by the State of Rhode Island in the layout of Farnum Pike; land conveyed to the Narragansett Electric Company by deed recorded in Book 22, Page 441; rights of the Narragansett Electric Company acquired by a Right of Way Agreement recorded in Book 144, Page 297 and rights of the Tennessee Gas Pipeline Company described in a Consent Order recorded in Book 132, Page 500.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Aug 30, 2011 10:41:38A

BOOK 221 PAGE 592

JG/dt 9/24/97 doc. 202

EXECUTOR'S DEED

I, ARTHUR B. DAVIES, III. of the City of Lynchburg in the Commonwealth of Virginia, in my capacity as Executor of the Will of Hester Hastings late of Lynchburg, Virginia, deceased, by virtue and in exercise of the power and authority vested in me as Executor as aforesaid in and by said Will, and of every other power and authority me hereunto enabling, and for and in consideration of the sum of Ten (10) Dollars and other valuable consideration to me paid by TOWN OF SMITHFIELD, a municipal corporation located in the State of Rhode Island, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Grantee and its successors and assigns forever.

That certain tract or parcel of land with all buildings or improvements thereon situated in the Town of Smithfield in the State of Rhode Island, on the southerly side of Wolf Hill Road known as Tax Assessors Plat 43, Lot 71, and described as follows:

Bounded generally on the northerly side by said Wolf Hill Road; bounded generally on the easterly side by land of the State of Rhode Island taken in condemnation for freeway purposes (Route 295); bounded generally on the southerly side by land now or formerly by Robert M. Eaton, Jr., and Jean Eaton and generally bounded on the westerly side in part by land now or formerly of James Maron and Gloria A. Maron and in part by land nor or formerly of Narragansett Electric company.

This conveyance is made in satisfaction of the provisions of Article Eight of the Will of Hester Hastings and is subject to the condition stated in Article Eight that the land be maintained as a nature preserve or open space.

By the terms of Article Eight this gift is made as a memorial to Joseph Mercer and Joseph Mercer Hastings and shall be called The Mercer Lookout.

Ancillary administration of the Estate of Hester Hastings has been granted by the Probate Court of the Town of Glocester, Rhode Island where it is Docket #1725.

The primary devisee under Article Eight, Audubon Society of Rhode Island has declined to accept the gift. A copy of the declination is recorded immediately prior hereto.

The consideration for this conveyance is such that no stamps are required.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances there unto appertaining, unto and to the use of the said Grantee and its successors and assigns forever.

BOOK 221 PAGE 593

And I, the said Arthur B. Davies, III., as such Executor, for myself and for my successors, executors and administrators, do hereby covenant with the said Grantee and its successors and assigns, that I am the duly appointed and qualified Executor of the said Will and that I, as such Executor, have good right, full power and lawful authority under the power, authority and direction given to me in and by said Will to sell and convey the same in the manner as aforesaid.

IN WITNESS WHEREOF, I have set my hand and seal in my capacity as Executor, as aforesaid, this 2nd day of October, 1997.

Signed and sealed
in presence of:

Jonathan E. Davis

Arthur B. Davies, III.
Executor of the Will of
Hester Hastings

COMMONWEALTH OF VIRGINIA
COUNTY OF *Lynchburg*
City

In *City*, in said County, on the
2nd day of *October*, 1997, before me personally appeared the
above named Arthur B. Davies, III to me known and known by me to be the person
executing the foregoing instrument as Executor as aforesaid, and he acknowledged said
instrument by him so executed to be his free act and deed in his said capacity as
Executor as aforesaid.

Jacqueline L. Caples
Notary Public
My commission expires: 11/30/2000.



TOWN OF SMITHFIELD, RI
M. EILEEN HARRY, TOWN CLERK
97 NOV 10 PM 4:38

(15) 46/215

218

WARRANTY DEED

William B. Spink of the Town of North Truro, Commonwealth of Massachusetts for consideration paid, grant to the Town of Smithfield, a Municipal Corporation organized and existing under the laws of the State of Rhode Island, with WARRANTY COVENANTS

A certain parcel of the land owned by the grantor situated southerly of Pleasant View Avenue and bounding on the easterly side of Woonasquatucket Reservoir, in the town of Smithfield, in the county of Providence, and in the State of Rhode Island; and described and bounded as follows:

Beginning at a point on the most northerly corner of the herein described parcel of land and on the most northerly corner of land owned by the grantor, said point being on an iron shaft in the ground set on the southwesterly line of land owned by the town of Smithfield, at a distance of 155.21 feet southeasterly, as measured on the southwesterly line of the land owned by the said town of Smithfield, from the southerly line of the said Pleasant View Avenue, as the said Avenue is laid out by the Rhode Island Highway Plat No. 251, Dated December 28, 1928; thence running South 26°03' East, bounded westerly by land owned by the Woonasquatucket Reservoir Company, a distance of 99.35 feet to the high water line of the Woonasquatucket Reservoir; thence running southeasterly, southerly, and easterly on the high water line of the said Reservoir, bounded generally westerly by the said Reservoir, being premises owned by the said Reservoir Company, a distance of 692.57 feet to a granite bound set on the said high-water line at the easterly end of a cove in the said Reservoir, thence running North 63°36' East, bounded southerly by other land owned by the grantor, a distance of 252.64 feet to a granite bound set on the southwesterly line of the said land owned by the town of Smithfield; thence running North 56°18' West, bounded northeasterly by land owned by the said town of Smithfield, a distance of 791.52 feet to the iron shaft at the herein said point of beginning.

The herein described and conveyed parcel of land contains 2.21 acres, more or less. The consideration for this conveyance is such that no documentary stamps are required.

I, William B. Spink hereby covenant that I am single and unmarried. WITNESS my hands this 30th day of July, 1973.

William B. Spink

William B. Spink

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF *Barnstable*

In *Winnfield* on the 30th day of *July*, 1973, before me personally appeared William B. Spink 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.

Edward J. Anderson
My Commission Expires Jan 10, 1975
Notary Public

Received for Record in Smithfield R. I. Oct. 24, 1973 at 9:00 A. M.
Witness *Harriet O. Scott*, Deputy Town Clerk

JOHN E. FORD, JR.
ATTORNEY AT LAW
SUITE 200
148 WESTMINSTER ST.
PROVIDENCE, R. I.
02908

(15) 46/215

BK0441PG0613

QUITCLAIM DEED

TOWN OF SMITHFIELD, a Rhode Island municipal corporation located in the County of Providence and State of Rhode Island, grants to the **TOWN OF SMITHFIELD**, a Rhode Island municipal corporation, with a mailing address of 64 Farnum Pike, Esmond, Rhode Island 02917, with **QUITCLAIM COVENANTS**:

That certain Parcel "B" as designated on that certain plan entitled "ADMINISTRATIVE SUBDIVISION FOR THE SMITHFIELD POLICE DEPARTMENT PARCEL AND THE SMITHFIELD CONSERVATION COMMISSION PARCEL A.P. 46 LOTS 182 and 215 PLEASANT VIEW AVENUE-SMITHFIELD, RI", containing forty-one thousand five hundred eighty-three square feet of land more or less (41,583 ± SF), which plan was recorded in Plat Book 6, Page 34, on September 3, 2004 at 11:25 A.M. in the office of the Town Clerk in the Town of Smithfield.

The purpose of this Deed is to accomplish an Administrative Subdivision in order to create a Smithfield Police Department Parcel and a Smithfield Conservation Commission Parcel.

The grantor hereby covenants that no RIGL § 44-30-71.3 withholding is required as it is a Rhode Island municipal corporation as evidenced by affidavit.

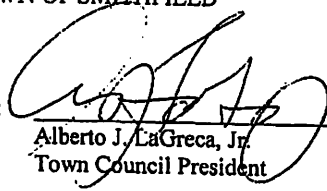
The Grantor certifies compliance with RIGL § 23-28.35-14.

The consideration for this conveyance is such that no documentary stamps are required.

WITNESS its hand and seal by its officer duly authorized, this 1st day of October, 2004.

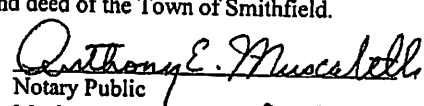
TOWN OF SMITHFIELD

BY:


Alberto J. LaGreca, Jr.
Town Council President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on this 1st day of October, 2004, before me personally appeared Alberto J. LaGreca, Jr., the President of the Smithfield Town Council, to me known and known by me to be the party duly authorized to execute the foregoing instrument in his said capacity, and he acknowledged said instrument and the execution thereof, in his said capacity, to be his free act and deed in said capacity and the free act and deed of the Town of Smithfield.


Notary Public

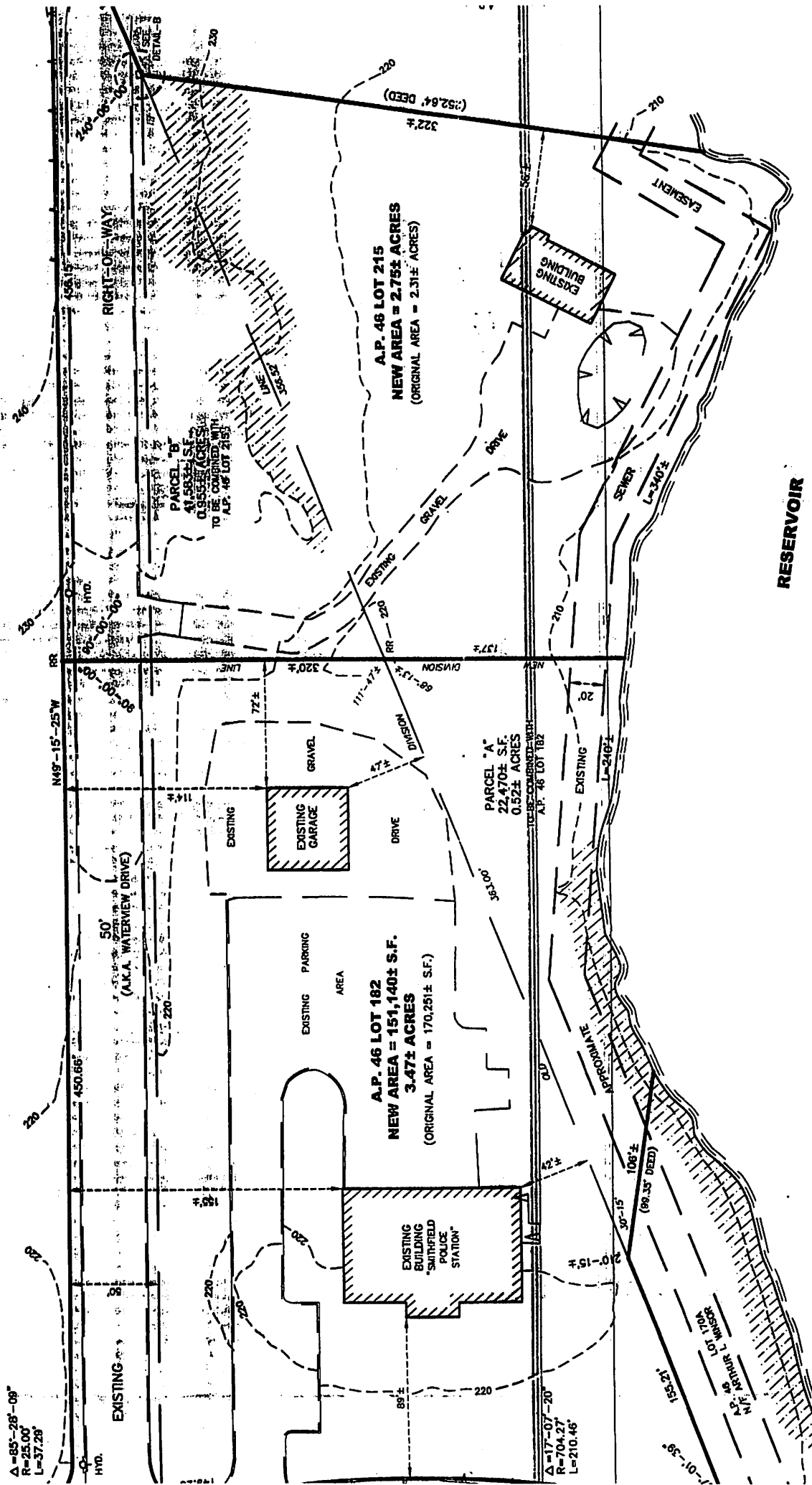
My Commission Expires:

July 11, 2005

F:\DOCS\ELA\Smithfield\Quit-Claim Deeds-PD Parcel

TOWN OF SMITHFIELD, RI.
M. EILEEN JARVIS, TOWN CLERK

04 OCT -6 PM 2: 21



INST: 00032228
Bk: 1007 Pg: 118

16 43/105

QUITCLAIM DEED

ROBERT M. EATON JR AND JEAN A. EATON, of Smithfield, Rhode Island for nominal consideration, grant to the TOWN OF SMITHFIELD, a Municipal Corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield Rhode Island 02917, WITH QUITCLAIM COVENANTS all right, title and interest in and to that certain parcel of land laid out and designated as "Open Space" on that plat entitled "Final - record plans for WOLF HILL ESTATES on MOUNTAINDALE ROAD & CARLTON'S TRAIL in SMITHFIELD, RI A.P. 43 LOTS 61 & 62 SMITHFIELD, RHODE ISLAND, Prepared by International Mapping & Surveying Corp, 1/8/2014."

WITH QUITCLAIM COVENANTS

DESCRIPTION

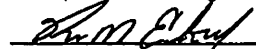
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CONSIDERATION FOR THIS TRANSFER IS SUCH THAT NO TAX REVENUE STAMPS ARE REQUIRED

THE GRANTORS HEREBY COVENANT THAT THIS TRANSACTION IS SUCH THAT NO R.I.G.L. §44-30-71.3 WITHHOLDING IS REQUIRED, AS THE GRANTORS ARE RESIDENTS OF THE STATE OF RHODE ISLAND AS EVIDENCED BY AFFIDAVIT.

IN WITNESS WHEREOF, ROBERT M. EATON, JR. AND JEAN A. EATON, have caused

these presents to be signed this 11 day of MAY, 2014


ROBERT M. EATON, JR.


JEAN A. EATON

State of Rhode Island
County of Providence

In North Providence on the 11 day of MAY 2014, before me personally appeared ROBERT M. EATON, JR. AND JEAN A. EATON who provided proof of identity in the form of a valid driver's license, each and all to me known and known by me to be the persons executing the foregoing instrument and acknowledged said execution to be their free act and deed.


Notary Public
My Commission Expires:

GERALD A. MOSCA
NOTARY PUBLIC
STATE OF RHODE ISLAND
My Commission Expires June 25, 2017

EXHIBIT "A"

INST: 00032228
Bk: 1007 Pg: 119

Open Space

That certain tract or parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the westerly line of Carlton's Trail, said point being the most northeasterly corner of subdivision Lot 3, as shown on the herein referenced plans, and the most easterly corner of the herein described parcel;

thence proceeding in a southwesterly direction a distance of two hundred eighty-three and 87/100 (283.87) feet, bounded southeasterly by said subdivision Lot 3, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southeasterly direction a distance of two hundred forty-seven and 42/100 (247.42) feet, bounded northeasterly in part by subdivision Lot 3 and in part by subdivision Lot 2, to a point;

thence turning an interior angle of $89^{\circ}-59'-21''$ and proceeding in a southwesterly direction a distance of two hundred forty and 09/100 (240.09) feet, bounded southeasterly by subdivision Lot 1, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction a distance of one hundred fifty-two and 32/100 (152.32) feet, bounded southwesterly by land now or formerly of Edna M. Currid & Haille J. Stillwell, to a field stone bound;

thence turning an interior angle of $186^{\circ}-16'-04''$ and proceeding in a northwesterly direction a distance of six hundred two and 42/100 (602.42) feet, bounded southwesterly by land now or formerly of Louis J. DiSandro, to an iron rod in stones;

thence turning an interior angle of $127^{\circ}-07'-58''$ and proceeding in a northeasterly direction a distance of three hundred four and 23/100 (304.23) feet, bounded northwesterly by land now or formerly of Thomas & Rita Marion, to a drill hole in a field stone bound;

thence turning an interior angle of $156^{\circ}-38'-22''$ and proceeding in a northeasterly direction a distance of nine hundred five and 42/100 (905.42) feet, passing through a field stone bound, bounded northwesterly by land now or formerly of the Town of Smithfield, to a point in the westerly line of Interstate Route 295, said point being thirty-one and 35/100 (35.51) southeasterly from a Rhode Island highway bounded located 225 feet left of centerline station 131+00 as shown on Rhode Island Highway Plat No. 1351;

thence turning an interior angle of $78^{\circ}-25'-30''$ and proceeding in a southeasterly direction a distance of four hundred forty-six and 91/100 (446.91) feet, bounded northeasterly by said Route 295, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a southwesterly direction a distance of three hundred and 00/100 (300.00) feet, bounded southeasterly by land now or formerly of Craig S. & Michelle Planka, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction a distance of forty-five and 59/100 (45.59) feet, bounded southwesterly by subdivision Lot 7, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southwesterly direction a distance of one hundred sixty-three and 10/100 (163.10) feet, bounded southeasterly by subdivision Lot 7, to a point;

thence turning an interior angle of $254^{\circ}-22'-58''$ and proceeding in a southerly direction a distance of three hundred fifteen and 88/100 (315.88) feet, bounded easterly by subdivision Lot 7, to a point in the northerly line of Carlton's Trail;

INST: 00032228
Bk: 1007 Pg: 120

thence proceeding in a general northwesterly direction along the arc of a curve to the left, a distance of fifty-four and 29/100 (54.29) feet, along the northerly line of Carlton's Trail, said curve having a radius of sixty-three and 00/100 (63.00) feet and a delta angle of $49^{\circ}-22'-25''$, to a point;

thence proceeding in a northwesterly direction a distance of one hundred forty-four and 75/100 (144.75) feet, bounded southwesterly by subdivision Lot 6, to a point;

thence turning an interior angle of $215^{\circ}-55'-31''$ and proceeding in a northwesterly direction a distance of two hundred twenty-eight and 02/100 (228.02) feet, bounded southwesterly by subdivision Lot 6, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southwesterly direction a distance of one hundred fifty and 00/100 (150.00) feet, bounded southeasterly by subdivision Lot 6, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southeasterly direction a distance of eighty-nine and 19/100 (89.19) feet, bounded northeasterly by subdivision Lot 6, to a point;

thence turning an interior angle of $113^{\circ}-36'-14''$ and proceeding in a southwesterly direction a distance of one hundred forty-six and 54/100 (146.54) feet, bounded southeasterly by subdivision Lot 5, to a point;

thence turning an interior angle of $207^{\circ}-57'-38''$ and proceeding in a southeasterly direction a distance of two hundred eighteen and 00/100 (218.00) feet, bounded northeasterly in part by subdivision Lot 5 and in part by subdivision Lot 4, to a point;

thence turning an interior angle of $252^{\circ}-22'-14''$ and proceeding in a southeasterly direction a distance of one hundred fifteen and 49/100 (115.49) feet, bounded northeasterly by subdivision Lot 4, to a point;

thence turning an interior angle of $197^{\circ}-37'-46''$ and proceeding in a northeasterly direction a distance of one hundred seventy and 00/100 (170.00) feet, bounded northwesterly by subdivision Lot 4, to a point in the westerly line of Carlton's Trail;

thence proceeding in a general southeasterly direction along the arc of a curve to the right, a distance of forty-two and 08/100 (42.08) feet, along the westerly line of Carlton's Trail, said curve having a radius of four hundred seventy-five and 00/100 (475.00) feet and a delta angle of $05^{\circ}-04'-04''$, to a point and place of beginning;

said parcel contains 559,654 s.f. or 12.848 acres of land, more or less, and is shown as OPEN SPACE on a plan entitled "FINAL - RECORD PLAN for WOLF HILL ESTATES on MOUNTAINDALE ROAD & CARLTON'S TRAIL in SMITHFIELD, RI A.P. 43 LOTS 61 & 62", dated 01/08/14, prepared by International Mapping & Surveying Corp. and filed as document number _____ in the town of Smithfield, RI.

TOWN OF SMITHFIELD, R.I.
Carol Aquilante, TOWN CLERK

Jun 15, 2015 03:26P

(17) 45/9-B

592

Know all Men by these Presents, that

We, DOROTHY E. STEERE, WILLIAM H. STEERE, ALICE W. MOWRY, MILDRED I. TOWER and ELEANOR W. PLANTE, all of the Town of Smithfield, Providence County, in the State of Rhode Island,

hereinafter called the Grantors,

for and in consideration of the sum of - - - - - ONE (\$1.00) - - - - - Dollar
to us paid by TOWN OF SMITHFIELD, a municipal corporation located
in the County of Providence, State of Rhode Island,

hereinafter called the Grantee, the receipt whereof is hereby acknowledged, do hereby give,
grant, bargain, sell and convey unto the said Grantee,

and its successors ~~and~~

and assigns forever, in fee simple

A certain parcel of land, with all the buildings and improvements thereon, situated on the southeasterly line of Limerock Road and on the northeasterly line of Ridge Road, in the Town of Smithfield, County of Providence, in the State of Rhode Island, bounded and described as follows:

Beginning at a point on the most westerly corner of the hereby described parcel and on the most southerly corner of land owned by Duty S. Mowry and wife, on the northeasterly line of the said Ridge Road, said point being defined as on a granite bound stone set in a wall corner; thence running northeasterly on the center of a stone wall, bounded northwesterly by land owned by the said Duty S. Mowry, a distance of 322.69 feet to a granite bound stone set in the said wall; thence turning an interior angle of 267°55'00" and running northwesterly bounded southwesterly by land owned by the said Duty S. Mowry, a distance of 139.54 feet to a granite bound stone set in a wall on the southeasterly line of the said Limerock Road; thence turning an interior angle of 90°37'30" and running northeasterly on the southeasterly line of the said Limerock Road a distance of 409.38 feet to a drill hole in the base stone of a stone wall; thence turning an interior angle of 176°14'30" and running northeasterly on the southeasterly line of the said Limerock Road a distance of 318.10 feet to a drill hole in the base stone of a stone wall; thence turning an interior angle of 59°02'00" and running southerly bounded easterly by other land owned by the grantors, a distance of 1187.96 feet to land owned by Doris K. Granger and being to a granite bound stone set in a stone wall; thence turning an interior angle of 81°36'00" and running westerly in part on a stone wall bounded southerly by land owned by the said Doris K. Granger a distance of 444.00 feet to a stone wall corner and land owned by Beverly June Dobson; thence turning an interior angle of 117°00'15" and running northwesterly on the center of a stone wall bounded southwesterly by land owned by said Dobson, a distance of 296.73 feet to a stone wall corner; thence turning an interior angle of 292°01'45" and running southwesterly on the center of a stone wall bounded southeasterly by land owned by said Dobson a distance of 178.15 feet to a chiseled X cut in the top edge of a stone wall on the northeasterly line of the said Ridge Road; thence turning an interior angle of 74°56'00" and running northwesterly on the northeasterly line of the said Ridge Road a distance of 282.82 feet to the point of beginning and making an interior angle of 100°37'00" with the first mentioned course at the point of beginning.

The herein described parcel contains 13.42 acres of land, more or less.

593

To Have and to Hold, the aforegranted premises, with all the privileges and appurtenances thereunto belonging, unto and to the use of said Grantee .

and its successors

has and assigns forever, in fee simple.

And we, the said Grantor do hereby, for ourselves and for our heirs, executors and administrators, covenant with the said Grantee and its successors ~~has~~ and assigns that we are lawfully seized in fee simple of the said granted premises; that the same are free from all encumbrances except encumbrances set forth under the description herein that we have good right, full power and lawful authority to sell and convey the same in manner as aforesaid; that the said Grantee and its successors ~~has~~ and assigns shall by these presents at all times hereafter peaceably and quietly have and enjoy the said premises, and that we, the said Grantor will, and our heirs, executors and administrators, shall warrant and defend the same to the said Grantee and its successors ~~has~~ and assigns forever against the lawful claims and demands of all persons except as to encumbrances set forth under the description herein.

And for the Consideration aforesaid we, DONOTHY E. STEERE and WILLIAM H. STEERE, do hereby covenant that we are unmarried, and we, DUTY S. MOWRY, husband of the said ALICE W. MOWRY, MERTON C. TOWER, husband of the said MILDRED I. TOWER and ELMO J. PLANTE, husband of the said ELEANOR W. PLANTE

do hereby release all our right of Curtesy ~~and of Dower~~ and all other right, title and interest, statutory or otherwise, in and to the said granted premises unto the said Grantee ,

and its successors ~~has~~ and assigns, forever.

In Witness Whereof,

we have hereunto set our hands

and seal this twenty-third day of January in the year of our Lord one thousand nine hundred and sixty-seven

Signed and sealed in presence of



Donothy E. Steere

Michael I. Tower

Merton C. Tower

William H. Steere

Alice W. Mowry

Duty S. Mowry

Eleanor J. Plante

Elmo J. Plante

594

State of Rhode Island
and Providence Plantations
COUNTY OF PROVIDENCE

In Smithfield

in said County on the

twenty-third
and sixty-seven

day of January A. D., one thousand nine hundred
before me personally appeared the above named Grantor s

DOROTHY E. STEERE, WILLIAM H. STEERE, ALICE W. MOWRY and husband
DUTY S. MOWRY, MILDRED I. TOWER and husband MERTON C. TOWER and ELEANOR W.
PLANTE and husband ELMO J. PLANTE
each and all to me known, and known by me to be the part i es executing the foregoing instrument,
and severally acknowledged said instrument, by them executed to be their free
act and deed.



Received for Record in Smithfield, R.I. on April 3, 1967 9:30 A.M.

Witness *Margaret A. Crepeau* Town Clerk

FOR RECORD OF MORTGAGE SEE THIS BOOK, PAGE 550
DISCHARGE OF MORTGAGE

The undersigned, having received full payment and satisfaction of a certain mortgage recorded in the records of land evidence in the Town of Smithfield in the State of Rhode Island, in Mortgage Book number 36 at page 550 hereby cancel and discharge the same. And I covenant to and with the person making said payment that I am the present owner of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of March A.D. 1967.

Signed in presence of

/s/ A. ROBERT CROWE

/s/ BENJAMIN C. CHESTER (SEAL)

Discharge Recorded March 11, 1968 at 11:00 A.M.

Witness:

Margaret A. Crepeau.....Town Clerk

DISCHARGE OF MORTGAGE

I, BENJAMIN C. CHESTER, having received full payment and satisfaction of a mortgage from Maple Oaks, Inc., dated March 20, 1967, and recorded in the Town of Smithfield, Rhode Island, in Mortgage Book No. 36 at Page 550, hereby cancel and discharge the same. WITNESS my hand this 21st day of February, A.D. 1968.

/s/ BENJAMIN C. CHESTER

STATE OF RHODE ISLAND
PROVIDENCE, Sc.

In Pawtucket on 21st day of February, A.D. 1968 before me personally appeared Benjamin C. Chester 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.

/s/ LILLIAN H. ST. GODARD, Notary Public

Discharge Recorded March 11, 1968 at 11:03 A.M.

Witness:

Margaret A. Crepeau.....
Town Clerk.

QUIT-CLAIM DEED

Town of Smithfield, a municipal corporation within the County of Providence and State of Rhode Island, for consideration paid, grants to Arthur M. Carreiro and Eileen M. Carreiro, his wife, of the Town of Smithfield, as Joint Tenants and not as Tenants-In-Common, with Quit-Claim Covenants:

That certain tract or parcel situated in the Town of Smithfield, Rhode Island on the South side of the Georgiaville Pond and bounded on the rear of land belonging to Arthur M. Carreiro formerly owned by the Georgiaville Realty which served as a railroad spur line now owned by the Town of Smithfield and to be conveyed to Arthur M. Carreiro bounded and described as follows:

Beginning at a granite bound set in the northerly line of Stillwater Road at the southeasterly corner of land belonging to Arthur M. Carreiro and southwesterly corner of land belonging to Charles Greska and running northerly bounding westerly on the Carreiro land and easterly on the Greska land a distance of 88.15¹ to a point: thence running westerly bounding southerly on Carreiro land along the arc of a curve having a radius of 526.00 ft. a distance of 92.35 ft. to a point: thence turning and running northerly a distance of 36.87¹ to a point on the southerly side of Georgiaville Pond: thence running easterly along the southerly side of Georgiaville to a point: thence turning and running southerly a distance of 38.83 ft. to the point and place of beginning.

Said parcel contains 2760 sq. ft.

IN WITNESS WHEREOF, the said Town of Smithfield, has caused these presents to be signed, for and in its behalf, by Raymond J. Flynn, President of the Town Council, thereunto duly authorized by appropriate vote at a meeting of the Town Council of said Town on April 10, 1973, this 10th day of April, 1973.

Executed in the presence of:

Town of Smithfield

Margaret A. Crepeau
Town Clerk

By Raymond J. Flynn
Raymond J. Flynn, President of
Town Council

STATE OF RHODE ISLAND
PROVIDENCE SC.

In Smithfield on the 10th day of April A. D. 1973 before me personally appeared Raymond J. Flynn, President of the Town Council of the Town of Smithfield, 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, individually, and in his capacity aforesaid, and the free act and deed of the Town of Smithfield.

Stephen E. Cicilline

Received for Record in Smithfield, R.I. Apr. 11, 1973 at 9:40 A.M. Notary Public

Witness Margaret A. Crepeau Town Clerk

389

Together with any and all islands (also sometimes referred to as "knolls surrounded by water") in Georgiaville Pond and conveyed to the said Semolina Macaroni Company by deed of Manville-Jenckes Corporation recorded in said Records in Book 15 at page 737; and including any and all right, title and interest of the grantor to the land under or in the waters of Georgiaville Pond and all and singular any other rights and obligations appurtenant to the premises herein described.

Subject to real estate taxes and assessments upon or against the above described premises assessed as of December 31, 1968.

Signed and sealed in the name and on behalf of the grantor

by its proper officer thereunto duly authorized this

17th day of *July*, 1969.

Consideration is such that no Documentary Stamps are required.

GEORGIAVILLE REALTY CO.

By *[Signature]*
President

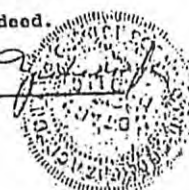


STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In *Smithfield* on the *17th* day of *June*, 1969,
before me personally appeared *A. J. Vassie*, President of
Georgiaville Realty Co.
to me known and known by me to be the party executing the foregoing instrument in the name and on behalf of the grantor, and he acknowledged said instrument by him executed, to be the free act and deed of the grantor and his official free act and deed.

[Signature]
Notary Public



Received for Record in Smithfield, R.I. June 24, 1969, at 4:00 P.M.

Witness

Margaret A. Crepeau

Town Clerk

FOR RECORD OF MORTGAGE SEE THIS BOOK PAGE 319

PEOPLE'S SAVINGS BANK, having received full payment and satisfaction of the within mortgage, recorded in the Land Records of Smithfield, Rhode Island in Mortgage Book 39 at page 319 does hereby cancel and discharge the same.

IN TESTIMONY WHEREOF, said bank has caused these presents to be signed and its Corporate Seal to be hereunto affixed by the Assistant Secretary thereof, duly authorized this 24th day of April A.D. 1972.

Signed and Sealed
in presence of

By */s/* CHESTER J. COLLIER
Chester J. Collier, Assistant Secretary

/s/ ROBERT L. LOMBARDI

Discharge Recorded April 28, 1972 at 9:20 A.M.

Witness

Margaret A. Crepeau

Town Clerk

1405. Should either party to this agreement transfer his right to their land by deed or otherwise to others than heirs or wife of the respective parties, then the party so doing shall pay to the other party to this agreement a sum not more than Twelve Hundred (\$1200.00) Dollars, or a sum to be determined by arbitration of three persons, one of whom shall be an expert on the costs and values of Artesian Wells.

(10) 22/01

IN WITNESS WHEREOF the parties hereto, have set their hands and seals on the day and year first above written.

Signed and sealed in presence of:

GLORIA MURRAY

JOSEPH R. SOLOMON (LS)

ELIZABETH A. SOLOMON (LS)

SOLOMON A. SOLOMON (LS)

Recorded September 30, 1957 at 3:22 P.M.

Witness:

Margaret A. Crepeau
Town Clerk.

WE, HENRY WALSH and VICTORIA ISABELLE WALSH, his wife, of the Town of Smithfield and State of Rhode Island, for consideration paid, grant to TOWN OF SMITHFIELD a municipal corporation established under the laws of the State of Rhode Island, with WARRANTY COVENANTS

That parcel of land situated on Georgiaville Pond on the northerly side of Stillwater Road in the Town of Smithfield and State of Rhode Island, and comprising Lots Nos. 12 (twelve) and 18 (eighteen) on that plat entitled, "Plan in Sub-Division Bernon Mill Property of Manville-Jenckes Corporation Smithfield, R.I. April 1935 Charles F. Parker, Civil Engineer-Woonsocket, R.I.", recorded with the Records of Land Evidence in said Town of Smithfield on Plat Card No. 65.

Said lots together form one parcel bounded and described as follows:-Beginning at a point in the northerly line of Stillwater Road at the southeasterly corner of Lot No. 14 (fourteen) on said plat; thence northerly bounding westerly on said Lot No. 14 (fourteen) to the northeasterly corner thereof; thence westerly bounding southerly on said Lot No. 14 (fourteen) in part and in part on Lots Nos. 13 (thirteen) and 11 (eleven) on said plat to a corner; thence southerly bounding easterly on said Lot No. 11 (eleven) to a corner; thence westerly bounding southerly on said Lot No. 11 (eleven) in part and in part on Lot No. 1 (one) on said plat to Georgiaville Pond; thence northerly and northeasterly bounding westerly and northwesterly on Georgiaville Pond to Woonasquatucket River; thence southeasterly, southwesterly and southerly bounding generally northeasterly, southeasterly and easterly on said River to Lot No. 17 (seventeen) on said plat; thence westerly bounding southerly on said Lot No. 17 (seventeen) in part and in part on Lots Nos. 16 (sixteen) and 15 (fifteen) on said plat to the northwesterly corner of said Lot No. 15 (fifteen); thence southerly bounding easterly on said Lot No. 15 (fifteen) to Stillwater Road; thence westerly bounding southerly on Stillwater Road fifteen (15) feet to the point of beginning.

ALSO the right to pass and repass to Stillwater Road over the right of way indicated on said plat and located in part on one of the lots marked 1 delineated on said plat.

Subject to the various rights, easements and reservations set forth or referred to in deed of said premises from Smithfield Village Corporation et al. to Henry Walsh and Victoria Isabelle Walsh dated May 31, 1935 and recorded with said Records in Deed Book 16 at page 744.

WITNESS our hands this 20th day of September, 1957.

(Notarial Seal) NORMAN E. SMITH
NORMAN E. SMITH
Route 4, Box 370H
Cocoa Beach, Florida
Notary Public, State of Florida at Large
My Commission Expires March 17, 1961
Bonded by American Surety Co. of N.Y.

HENRY WALSH
VICTORIA ISABELLE WALSH

(Revenue Stamps)
\$5.50

STATE OF RHODE ISLAND,)
COUNTY OF Providence }

In Providence in said County on the 1st day of October, 1957 before me personally appeared the above named Grantor, Victoria Isabelle Walsh, to me known and known by me to be one of the parties executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

CLARENCE L. FULLER
NOTARY PUBLIC

18 22/001

INST: 00040451
Bk: 1110 Pg: 154

QUIT CLAIM DEED

TOWN OF SMITHFIELD, a Rhode Island municipal corporation, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, for consideration of less than Ten Dollars (\$10) paid, grants to ALEXANDER TAVAKALIAN, with a mailing address of 17 Crest Circle, Smithfield, RI 02917, WITH QUIT CLAIM COVENANTS

Those certain lot or parcel of land, described as Parcel "B" on the Administrative Subdivision Plan, entitled *Administrative Subdivision for the Town of Smithfield, Assessors Plat 22, Lot 1 and Joseph Casali, AP 22 Lot 2C, on Stillwater Road in Smithfield, RI, revision 3 dated 12/28/16, and recorded as Document No. 2017-0001 in The Land Evidence Records of said Town of Smithfield.*

This conveyance is made upon the express condition that said Parcel B be used only for passive recreation and conservation purposes.

THE CONSIDERATION FOR THIS CONVEYANCE IS SUCH THAT NO TAX REVENUE STAMPS ARE REQUIRED.

The undersigned Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as the Grantor is a Rhode Island municipal corporation as evidenced by affidavit.

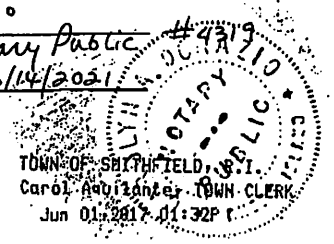
IN WITNESS WHEREOF, Town of Smithfield, by its duly authorized agent, has caused these presents to be signed and its seal to be duly affixed on this 30 day of May, 2017.

TOWN OF SMITHFIELD
By: Paul M. Santucci
Paul M. Santucci, Town Council President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 30th day of May, 2017, before me personally appeared Paul M. Santucci, Town Council President of the Town of Smithfield, to me known and known to me to be the party executing the foregoing instrument in his said capacity, and he acknowledged said instrument by him executed to be his free act and deed and his free act and deed as Town Council President of the Town of Smithfield.

Carolyn A. Donazio
NOTARY PUBLIC Notary Public
My commission expires: 6/14/2021
TOWN OF SMITHFIELD, R.I.
Carol Aquilante, TOWN CLERK
Jun 01, 2017 01:32P



(18) 23/14

387

QUIT-CLAIM DEED

Georgiaville Realty Co., a Rhode Island corporation, hereinafter called "the grantor", for consideration paid grants to the Town of Smithfield in the State of Rhode Island, a municipal corporation, with QUIT-CLAIM COVENANTS:

That certain parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield in the State of Rhode Island, and delineated on a certain plat entitled, "Plan in Sub-Division Bernon Mill Property of Manville-Jenckes Corporation, Smithfield, R. I. April, 1935 Charles F. Parker, Civil Engineer, Woonsocket, R. I." which plat is of record in the Town Clerk's Office in the Town of Smithfield on Plat Card No. 65, the same being designated on said plat as one of three lots each numbered 1 (one), containing by estimation, as to the lot hereby conveyed 8/10 (.8) of an acre, more or less. The said lot hereby conveyed is the second of said three lots described in that certain deed dated January 27, 1951 by Trustees in bankruptcy of Semolina Macaroni Company to Industrial Tool & Machine Co., recorded in said Town Clerk's office in Deed Book 20 at page 120, and the southerly boundary line of the said lot hereby conveyed is a curved line forming the northerly boundary of lots numbered 7 (seven), 8 (eight), 9 (nine), and 10 (ten) on the plat hereinabove referred to. The first and third of said three lots are not conveyed hereby.

Subject, however, to existing tenancies; and also subject to that certain right of way over and across the said lot hereby conveyed along the right-of-way indicated on said plat from Stillwater Road easterly to Lot No. 12 (twelve) on said plat as reserved in that certain deed from Smithfield Village Corporation and Bernon Corporation to Industrial Properties, Inc., dated June 3, 1935, and recorded with the records of Land Evidence in said Town of Smithfield in Deed Book 16 at page 761; subject also to the rights, if any, of the New York, New Haven and Hartford Railroad Company or any other railroad company, in and with respect to the spur track located in part on the said lot hereby conveyed.

388

Also all the right, title and interest of the grantor in and to that portion (so far as the middle line thereof) of Stillwater Road adjacent to or abutting on the above-described property, subject, however, to its use for highway purposes by others entitled to such use.

Also any and all rights of the grantor to the extent now appertaining to the premises herein described with respect to the use for highway purposes of Higgins Street, River Road, Stillwater Road, and also Hill Street and any public highway delineated on said plat.

Also all the right, title and interest of the grantor in and to all rights, of flowage or other water rights in or to or with respect to the Woonasquatucket River and Georgiaville Pond, subject to the obligations to make all annual or other payments hereafter becoming payable from the grantor, Industrial Tool & Machine Co., Smithfield Village Corporation, Bernon Corporation, or Manville-Jenckes Corporation to Woonasquatucket Reservoir Company; together with the right, title and interest of the grantor in and to all raceways, tailraces, flumes, dams, trenches, or similar structures or construction located or abutting on or adjacent to said River or Pond or on or adjacent to any lots or parcels delineated on said Plat, and all rights of the grantor of access thereto and of passing or repassing to said River or Pond along all rights-of-way delineated or indicated on said plat and whether or not at present laid out upon the ground, including, without limiting the generality of the foregoing, any and all rights of the grantor (a) in and to the dam where said River flows from said Pond; and (b) to pass and repass across lots 12 and 18 along said right-of-way indicated on said Plat across said lots and extending between said dam and Stillwater Road. But excepting from the foregoing grant all right, title and interest of the grantor in the tailrace on or appurtenant to the first of said three lots described in said deed dated January 27, 1951, and the right of the grantor to have access to and to cross lot 27 on said Plat to maintain and repair said tailrace.

389

Together with any and all islands (also sometimes referred to as "knolls surrounded by water") in Georgiaville Pond and conveyed to the said Semolina Macaroni Company by deed of Manville-Jenckes Corporation recorded in said Records in Book 15 at page 737; and including any and all right, title and interest of the grantor to the land under or in the waters of Georgiaville Pond and all and singular any other rights and obligations appurtenant to the premises herein described.

Subject to real estate taxes and assessments upon or against the above described premises assessed as of December 31, 1968.

Signed and sealed in the name and on behalf of the grantor by its proper officer thereunto duly authorized this

18th day of *June*, 1969.

Consideration is such that no Documentary Stamps are required.

GEORGIAVILLE REALTY CO.

By

[Signature]
President

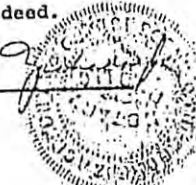


STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In *Smithfield* on the *18th* day of *June*, 1969, before me personally appeared *A. J. Vanders*, President of Georgiaville Realty Co. to me known and known by me to be the party executing the foregoing instrument in the name and on behalf of the grantor, and he acknowledged said instrument by him executed, to be the free act and deed of the grantor and his official free act and deed.

[Signature]
Notary Public



Received for Record in Smithfield, R. I. June 24, 1969, 4:00 P.M.

Witness

Margaret A. Crepeau

Town Clerk

FOR RECORD OF MORTGAGE SEE THIS BOOK PAGE 319

PEOPLE'S SAVINGS BANK, having received full payment and satisfaction of the within mortgage, recorded in the Land Records of Smithfield, Rhode Island in Mortgage Book 39 at page 319 does hereby cancel and discharge the same.

IN TESTIMONY WHEREOF, said bank has caused these presents to be signed and its Corporate Seal to be hereunto affixed by the Assistant Secretary thereof, duly authorized this 24th day of April A.D. 1972.

Signed and Sealed
in presence of

/s/ ROBERT L. LOMBARDI
Discharge Recorded April 28, 1972 at 9:20 A.M.

Witness:

Margaret A. Crepeau

Town Clerk

PEOPLE'S SAVINGS BANK (Corp. Seal)

By /s/ CHESTER J. COLLIER

Chester J. Collier, Assistant Secretary

WE, HENRY WALSH and VICTORIA ISABELLE WALSH, his wife, of the Town of Smithfield and State of Rhode Island, for consideration paid, grant to TOWN OF SMITHFIELD a municipal corporation established under the laws of the State of Rhode Island, with WARRANTY COVENANTS

That parcel of land situated on Georgiaville Pond on the northerly side of Stillwater Road in the Town of Smithfield and State of Rhode Island, and comprising Lots Nos. 12 (twelve) and 18 (eighteen) on that plat entitled, "Plan in Sub-Division Bernon Mill Property of Manville-Jenckes Corporation Smithfield, R.I. April 1935 Charles F. Parker, Civil Engineer-Woonsocket, R.I.", recorded with the Records of Land Evidence in said Town of Smithfield on Plat Card No. 65.

Said lots together form one parcel bounded and described as follows:-Beginning at a point in the northerly line of Stillwater Road at the southeasterly corner of Lot No. 14 (fourteen) on said plat; thence northerly bounding westerly on said Lot No. 14 (fourteen) to the northeasterly corner thereof; thence westerly bounding southerly on said Lot No. 14 (fourteen) in part and in part on Lots Nos. 13 (thirteen) and 11 (eleven) on said plat to a corner; thence southerly bounding easterly on said Lot No. 11 (eleven) to a corner; thence westerly bounding southerly on said Lot No. 11 (eleven) in part and in part on Lot No. 1 (one) on said plat to Georgiaville Pond; thence northerly and northeasterly bounding westerly and northwesterly on Georgiaville Pond to Woonasquatucket River; thence southeasterly, southwesterly and southerly bounding generally northeasterly, southeasterly and easterly on said River to Lot No. 17 (seventeen) on said plat; thence westerly bounding southerly on said Lot No. 17 (seventeen) in part and in part on Lots Nos. 16 (sixteen) and 15 (fifteen) on said plat to the northwesterly corner of said Lot No. 15 (fifteen); thence southerly bounding easterly on said Lot No. 15 (fifteen) to Stillwater Road; thence westerly bounding southerly on Stillwater Road fifteen (15) feet to the point of beginning.

ALSO the right to pass and repass to Stillwater Road over the right of way indicated on said plat and located in part on one of the lots marked 1 delineated on said plat.

Subject to the various rights, easements and reservations set forth or referred to in deed of said premises from Smithfield Village Corporation et al. to Henry Walsh and Victoria Isabelle Walsh dated May 31, 1935 and recorded with said Records in Deed Book 16 at page 744.

WITNESS our hands this 20th day of September, 1957.

(Notarial Seal) NORMAN E. SMITH
NORMAN E. SMITH
Route 4, Box 370H
Cocoa Beach, Florida
Notary Public, State of Florida at Large
My Commission Expires March 17, 1961
Bonded by American Surety Co. of N.Y.

HENRY WALSH
VICTORIA ISABELLE WALSH

(Revenue Stamps)
\$5.50

STATE OF RHODE ISLAND,)
COUNTY OF Providence }

In Providence in said County on the 1st day of October, 1957 before me personally appeared the above named Grantor, Victoria Isabelle Walsh, to me known and known by me to be one of the parties executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

CLARENCE L. FULLER
NOTARY PUBLIC

STATE OF FLORIDA)
COUNTY OF BREVARD }

In Cocoa Beach in said County on the 20th day of September, 1957 before me personally appeared

(20) 24/61-B

WITNESS my hand this 15th day of July A. D. 1963.

59

/s/ BARBARA E. BATTEY
 Administratrix of the
 Estate of Fred A. Saunders

STATE OF RHODE ISLAND
 COUNTY OF PROVIDENCE

In North Providence on the 15th day of July A. D. 1963 before me personally appeared Barbara E. Battey, Administratrix of the Estate of Fred A. Saunders, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed to be her free act and deed individually and in her capacity as Administratrix of the Estate of Fred A. Saunders.

/s/ EARLE B. ARNOLD

NOTARY PUBLIC
 NOTARY PUBLIC

Recorded July 16, 1963 at 10:40 A. M.

Witness:

Margaret A. Crepeau
 Town Clerk

WARRANTY DEED

SARAH W. SOBAN of the Town of North Kingstown, County of Washington, State of Rhode Island, for consideration paid, grant to TOWN OF SMITHFIELD, a municipal corporation, duly organized under the laws of the State of Rhode Island with WARRANTY COVENANTS

Three certain parcels of land situated westerly of Fernwood Avenue in the village of Georgisville in the town of Smithfield, in the county of Providence, and in the state of Rhode Island; and more fully described as follows:

Parcel No. 1 is comprised of Lots Number 137, 138, 139, 140, 141, 142, 143, 144, 145, and 146 on the westerly side of Whipple Avenue of the recorded plat entitled, "Pleasant View Farm Plat, owned by J. H. Whipple, dated October 1921" and filed on card No. 40 in the Smithfield Town Hall Records.

Parcel No. 2 beginning at a point on the southeasterly corner of the hereby described parcel and at the northeasterly corner of said Lot No. 137 of said plat and at the northwesterly corner of the northerly terminal end of said Whipple Avenue of said plat; thence North 65° 43' West a distance of 63.7 feet, bounded on the southerly by said Lot No. 137 of said Plat; thence South 20° 01' West a distance of 271.5 feet to a granite bound, bounded on the easterly by said Lots No. 137, 138, 139, 140, 141, and 142; thence North 8° 20' East a distance of 534.0 feet to the westerly line of a street called Whipple Avenue Extension, bounded on the westerly by land of the grantee; thence South 13° 52' 30" East a distance of 306.00 feet; thence South 5° 43' East a distance of 2.57 feet to the point of beginning, the last two courses being bounded on the easterly by said street called Whipple Avenue Extension. The here-in described parcel contains 24,100 square feet of land, more or less.

Parcel No. 3 beginning at a point on the southwesterly corner of the hereby described parcel and on the intersection of the northerly line of Soban Street with the easterly line of the street called Whipple Avenue Extension; thence North 13° 52' 30" West a distance of 183.0 feet to the southwesterly corner of land owned by August Bruno, et ux, bounded on the westerly by the said street called Whipple Avenue Extension; thence North 65° 50' 30" East a distance of 80.27 feet, bounded on the northerly by land of said Bruno; thence South 24° 09' 30" East a distance of 180.00 feet, bounded on the easterly by land of Earl T. Frawley, et ux, and by land of Orlando P. Correia, et ux, to the northerly line of said Soban Street; thence South 65° 50' 30" West a distance of 122.92 feet, more or less, with the northerly line of said Soban Street to the point of beginning. The here-in described parcel contains 17,400 square feet of land, more or less.

(Revenue Stamp)
 \$2.75

Subject to taxes assessed December 31, 1962.

WALTER W. SOBAN husband of the grantor release to said grantee all my right of curtesy and all other interest in the aforescribed premises.

WITNESS our hands this 28th day of June 1963.

/s/ SARAH W. SOBAN

/s/ WALTER W. SOBAN

60 STATE OF RHODE ISLAND,

COUNTY OF WASHINGTON

In North Kingstown on the 28th day of June, 1963, before me personally appeared SARAH W. SOBAN and WALTER W. SOBAN to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

/s/ FRANCIS A. KELLEHER

Notary Public

Recorded July 17, 1963 at 9:30 A. M.

Witness:

Margaret A. Crepeau
Town Clerk

COUTU ENTERPRISES, INC., a Rhode Island corporation, for consideration paid, grant to LOUIS M. AMORIGGI and LILLIAN M. AMORIGGI, husband and wife, both of the Town of North Providence, in the County of Providence and State of Rhode Island, as JOINT TENANTS and not as tenants in common, with WARRANTY COVENANTS

That certain lot or parcel of land, with all buildings and improvements thereon, located in the Town of Smithfield, Rhode Island, laid out and designated as lot numbered thirty-four (34) on that plat entitled "Olde Smithfield Village Subdivision No. 2 Including Replat of Lots 3, 4, 12, & 13 of Subdivision No. 1 Smithfield, R. I. Coutu Enterprises Inc. Owner July 1962 Robert S. Hartman Civil Eng'r. Warwick, R. I.", which plat is recorded in the Land Records of said Town of Smithfield.

This conveyance is subject to restrictions of record and taxes assessed as of December 31, 1962.

(Revenue Stamps)
\$26.40

IN WITNESS WHEREOF, COUTU ENTERPRISES, INC. has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed by Norbert C. Coutu, its Treasurer for these purposes duly authorized, this 16th day of July, 1963.

COUTU ENTERPRISES, INC. (Corp. Seal)

By: /s/ NORBERT C. COUTU
Treasurer

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In North Providence on the 16th day of July 1963 before me personally appeared Norbert C. Coutu, Treasurer of Coutu Enterprises, Inc. 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 Coutu Enterprises, Inc.

/s/ ERLE D. FORREST

NOTARY PUBLIC

Recorded July 17, 1963 at 10:55 A. M.

Witness:

Margaret A. Crepeau
Town Clerk

(20) 24/61C &
23/70A

10 I, SARAH W. SOBAN, of the Town of Smithfield in the State of Rhode Island, for consideration aid, grant to The TOWN OF SMITHFIELD, a municipal corporation created by act of the General Assembly of the State of Rhode Island, and located in the County of Providence in said state with WARRANTY COVENANTS

A certain parcel of the grantor's land situated westerly of Fenwood Avenue in the village of Georgiaville in the Town of Smithfield in the County of Providence in the State of Rhode Island that is bounded and described as follows:

Beginning at a point at the southeasterly corner of the herein described parcel, said point being at the southwesterly corner of the southerly termination of Whipple Avenue, a street of Pleasant View Farm Plat, a recorded plat dated October 1921 and recorded in the land records of the Town of Smithfield; thence north 5° 43' west a distance of 669.02 feet to the southeasterly corner of lot 146 of said plat, bounded on the easterly by said Whipple Avenue; thence south 84° 17' west a distance of 65 feet bounded northerly by lot 146 of said plat; thence north 35° 21' west a distance of 218.7 feet, bounded easterly by lots 146, 145, 144, 143, and 142 of said plat; thence north 8° 20' east a distance of 534. feet bounded easterly by other land of the grantor; thence north 13° 52' 30" west a distance of 66.9 feet to a corner, bounded easterly by land now or formerly of the grantor; thence north 13° 07' west a distance of 267.6 feet to the center of a brook, bounded easterly by land now or formerly of the grantor; thence north 82° 31' west a distance of 180 feet, more or less, with the center of said brook to the center of the Woonasquatucket River, bounded on the northerly by other land of the grantor; thence in a southerly direction with the center of said river to land now or formerly of the Esmond Mills, bounded on the westerly partly by land now or formerly of Beatrice LaGreca, partly by land now or formerly of Henry Brunelle, and partly by land now or formerly of Ida M. Mercier; thence south 69° 11' 30" east a distance of 319 feet, more or less, to the point of beginning, bounded southerly by land now or formerly of said Esmond Mills.

This conveyance is made subject to an easement of the Narragansett Electric Company as recorded in Book 18 at page 316 of the records of deeds of the Town of Smithfield, also subject to all rights of flowage and other encumbrances of record.

This deed is given and conveyance made upon the conditions that the above described premises shall be used only as a ball field and recreation grounds in memory of Irving E. Whipple; and that it shall be under the care and control of the Town Council of the Town of Smithfield, and that a suitable sign shall be erected and maintained on the premises stating that the land was donated as a memorial of Irving E. Whipple, and that it be named the Irving E. Whipple Recreation Field, and upon failure of the property to be used for the purposes for which it is donated the title to said property shall revert to the heirs-at-law of this grantor.

AND I, Walter W. Soban, husband of the grantor, hereby release to said grantee all my right of courtesy and all other interest in the aforescribed premises.

WITNESS our hands this 22nd day of October, 1958.

consideration is such that no revenue stamp is required.

SARAH W. SOBAN
WALTER W. SOBAN

STATE OF RHODE ISLAND :
COUNTY OF PROVIDENCE. :

In Smithfield on the 22nd day of October, 1958 before me personally appeared Sarah W. Soban and Walter W. Soban to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

MARGARET A. CREPEAU
NOTARY PUBLIC

Recorded October 29, 1958 at 9:01 A.M.

Witness: *tm*

1165

STS:dsc 0994F 12/8/87

WARRANTY DEED

I, MARY ELIZABETH LETOILE of the City of Providence and State of Rhode Island for consideration paid, grant to the TOWN OF SMITHFIELD, a Municipal Corporation located in the County of Providence and State of Rhode Island with WARRANTY COVENANTS:

Those two certain parcels of land with all buildings and improvements thereon, situated in the Town of Smithfield and State of Rhode Island bounded and described as follows:

FIRST PARCEL

Beginning at a point in the northwesterly line of Esmond Street said point being ninety (90) feet westerly of a State of Rhode Island Highway bound at the intersection of Waterman Avenue and Esmond Street, said point or place of beginning being further described as the most southeasterly corner of this herein plot or parcel of land and said point being a drilled hole in a large stone at the face of the retaining wall in the easterly line of the Woonasquatucket River; thence northerly by and with the easterly bank of the Woonasquatucket River bounding easterly on land of the Town of Smithfield to the southerly face of the stone retaining wall of the so-called Esmond Mill Pond Dam; thence northeasterly by and with the southerly face of the stone retaining wall of the so-called Esmond Mill Pond Dam one hundred and 9/10 (100.9) feet to a corner and the westerly line of Waterman Avenue; thence northerly at an interior angle of 120° 09' by and with the westerly line of Waterman Avenue nine hundred forty-six (946) feet, more or less, to the northerly corner of the within described lot or parcel, said corner being formed by the intersection of said New York, New Haven and Hartford Railroad Company and the westerly line of Waterman Avenue; thence southerly bounding westerly on said railroad right of way one thousand forty-five and 15/100 (1045.15) feet, more or less, to a point in the easterly line of the New York, New Haven and Hartford Railroad right of way said point being two hundred eighty-one and 85/100 (281.85) feet northerly of Station 418-74.07 as measured along a curve with a radius of 1399.69 feet; thence easterly bounding southerly on other land of this grantor to a corner and turn in said line; thence continuing easterly at an interior angle of 177° 18' bounding southerly on other land of this grantor one hundred twenty-three and 3/10 (123.3) feet to the westerly bank of the Woonasquatucket River; thence southerly by and with the westerly bank of the Woonasquatucket River bounding westerly on other land of

1166

this grantor two hundred thirty-four and 57/100 (234.57) feet to a drilled hole in a large stone in the northwesterly line of Esmond Street; thence northeasterly by and with the northwesterly line of Esmond Street forty-two and 0/10 (42.0) feet to the point or place of beginning. Said parcel of land contains 4.756 acres, more or less.

Subject to all rights of all persons, if any, in and to said Woonasquatucket River, and all other recorded rights of way, easements, and restrictions of every kind and nature relating to the aforescribed premises.

Being the same premises conveyed to Raymond C. Letoile and Mary Elizabeth Letoile by deed from Esmond Industries Corporation dated January 10, 1964 and recorded in said Land Evidence Records in Book 27 at page 315.

EXCEPTING HEREFROM, however, any portion of the above premises taken by condemnation as shown on Condemnation Plat No. 1879 filed in the Land Evidence Records of the Town of Smithfield on August 31, 1978.

SECOND PARCEL

Beginning at a point in the northerly line of Esmond Street said point being, the most southeasterly corner of this herein described plot or parcel of land; thence southwesterly bounding southerly on Esmond Street ninety and 1/10 (90.1) feet to a corner; thence northwesterly at an interior angle of 96° 33' bounding westerly on land now or formerly of Esmond Industries Corporation one hundred thirty-four and 6/10 (134.6) feet to a corner; thence southwesterly at an exterior angle of 90° bounding southerly on land now or formerly of Esmond Industries Corporation seventeen and 48/100 (17.48) feet to a corner; thence northwesterly bounding westerly on land of the Town of Smithfield ninety-five and 45/100 (95.45) feet to a corner and easterly line of the New York, New Haven Railroad; thence easterly at an interior angle of 82° 17' bounding northerly on land now or formerly of Esmond Industries Corporation sixty-nine and 7/10 (69.7) feet to a corner; thence continuing easterly at an interior angle of 182° 42' bounding northerly on land now or formerly of Esmond Industries Corporation one hundred twenty-three and 3/10 (123.3) feet to a corner in the westerly line of the Woonasquatucket River; thence southwesterly by and with the westerly line of the Woonasquatucket River two hundred thirty-four and 57/100 (234.57) feet to the point and place of beginning.

Subject to rights and easements reserved by Esmond Industries Corporation in deed to this grantor and Raymond C. Letoile dated November 20, 1962 and recorded in said Town of Smithfield Land Evidence Records in Book 26 at page 415; and to rights of upper and lower riparian owners in and to the Woonasquatucket River.

However otherwise bounded and described, being the same

1167

premises conveyed to Raymond C. Letoile and Mary Elizabeth Letoile by deed from Esmond Industries Corporation dated November 20, 1962 and recorded in said Land Evidence Records in Book 26 at page 415.

EXCEPTING HEREFROM, however, any portion of the above premises taken by condemnation, if any, and excepting the following described parcel:

That certain tract or parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly line of Esmond Street, said point being located forty (40) feet left of Baseline Station 5+01.60 on Condemnation Plat No. 1879;

thence southwesterly a distance of twenty-six and 60/100 (26.60) feet, to a Rhode Island highway bound;

thence at an interior angle of $270^{\circ}00'00''$, a distance of fifteen and 00/100 (15.00) feet, to a Rhode Island Highway Bound;

thence at an interior angle of $90^{\circ}00'00''$, a distance of forty and 00/100 (40.00) feet, to a Rhode Island Highway Bound;

thence at an interior angle of $191^{\circ}20'37''$, a distance of thirty-five and 99/100 (35.99) feet, to a drill hole;

the last four (4) courses bounding on Esmond Street;

thence at an interior angle of $81^{\circ}17'44''$, a distance of one hundred thirty-four and 60/100 (134.60) feet, to an iron pin;

thence at an interior angle of $270^{\circ}00'00''$, a distance of seventeen and 48/100 (17.48) feet, to an iron pin;

the last two (2) courses bounding on land now or formerly of Esmond Realty Corporation;

thence at an interior angle of $88^{\circ}40'09''$, bounding southwesterly on land of the Town of Smithfield, a distance of ninety-five and 29/100 (95.29) feet, to an iron pin and land of the Narragansett Electric Company;

thence at an interior angle of $133^{\circ}33'06''$, to the chord of a curve curving clockwise and having a radius of one thousand three hundred ninety-nine and 69/100 (1399.69) feet, a delta angle of $06^{\circ}08'02''$, a cord distance of one hundred forty-nine and 78/100 (149.78) feet, and an arc distance of one hundred forty-nine and 85/100 (149.85) feet, to an iron pin at the point of tangency of said curve opposite Station 423+15.60 of the monumented baseline of the New York, New Haven and Hartford Railroad location;

1168

thence northerly, at an angle of 176°55'58" with said last mentioned chord a distance of forty-five and 00/100 (45.00), to an iron pin; the last two (2) mentioned courses bounding on land of the Narragansett Electric Company;

thence southeasterly at an interior angle of 54°25'31", a distance of one hundred seven and 68/100 (107.68) feet, to an iron pin;

thence easterly at an interior angle of 229°20'30", a distance of eighty and 00/100 (80.00) feet, to a point;

thence southeasterly at an interior angle of 99°12'15" along the northeasterly face of a stone retaining wall also being the southwesterly side of the Woonasquatucket River, a distance of two hundred ten and 25/100 (210.25) feet, to the point and place of beginning;

the last three (3) mentioned courses bounding on other land of the grantor;

the last mentioned course forming an interior angle of 115°14'09" with the first mentioned course;

said parcel contains approximately 46,314 square feet of land.

Being the same premises conveyed to MINE SAFETY APPLIANCES COMPANY by deed from this grantor and Raymond C. Letoile dated March 21, 1984 and recorded in said Town of Smithfield Land Evidence Records in Book 76 at page 262.

WITNESS my hand this 29th day of December, 1987.

Mary E. Letoile
Mary Elizabeth Letoile

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In SMITHFIELD on the 29th day of December, 1987 before me personally appeared Mary Elizabeth Letoile to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Scott F. Spear
Notary Public
SCOTT F. SPEAR

Dec. 29, 1987 at 10:16 A.M.

Received for Record in Smithfield, R.I.

Witness *Anna A. Jones* Town Clerk

E
12-29-87
\$22.00
B
12-29-87
\$22.00

(22) 24/114, 32/14:15
33/31

BK0261PG0460

QUIT-CLAIM DEED

We, **ROBERT M. SMITH, CYNTHIA G. SMITH, and NANCY M. SMITH**, as
Devises under the Will of **GEORGE M. SMITH** grant to the **TOWN OF SMITHFIELD**,
of 64 Farnum Pike, Smithfield, Rhode Island 02917 with QUIT-CLAIM COVENANTS:

Those certain lots or parcels of land located in the Town of Smithfield and
State of Rhode Island as delineated on Exhibit A, which is attached hereto
and made a part hereof.

Together with and subject to all easements, restrictions and rights of way
of record.

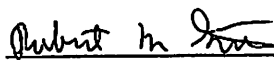
Meaning and intending to convey and hereby conveying all the real estate
in the Town of Smithfield of which George M. Smith died seized and
possessed.

The grantors hereby certify compliance with RIGL § 23-28.35-1
regarding smoke detectors.

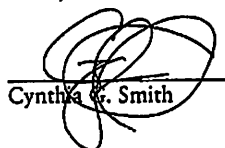
The grantors hereby covenant that there is no RIGL §44-30-71.3
withholding required as this conveyance is without consideration.

This consideration for this conveyance is such that no documentary
stamps are required.

WITNESS our hands and seals this 14th day of October, 1999.


Robert M. Smith


Nancy M. Smith


Cynthia G. Smith

BK0261PG0461

STATE OF
COUNTY OF

In Woodbridge on this 14th day of October, 1999, before me personally appeared ROBERT M. SMITH, 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.

Agnes Bordas
Notary Public

My Commission Expires: May 1st 2000

AGNES BORDAS

STATE OF RHODE ISLAND
COUNTY OF BRISTOL

In Bristol on this 18th day of November, 1999, before me personally appeared NANCY M. SMITH, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed to be her free act and deed.

Jennifer Walsh
Notary Public

My Commission Expires: 6-24-2003

JENNIFER WALSH

STATE OF New Hampshire
COUNTY OF Rockingham

In Newmarket on this 10th day of November, 1999, before me personally appeared CYNTHIA G. SMITH, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed to be her free act and deed.

Madeline M. St. Hilaire
Notary Public

My Commission Expires:

F:\DOCS\ELASMT\HSMIT.ded

MADELEINE M. ST. HILAIRE, Notary Public
My Commission Expires July 18, 2000

BK 0261 PG 0462

EXHIBIT "A"

That certain tract or parcel of land, situated in Georgiaville in the Town of Smithfield, County of Providence and State of Rhode Island, a little westerly from the westerly side of Farnum Pike bounded and described as follows: -

Beginning at the southwest corner of land now or formerly of George A. Rainville and wife; thence N. 64° 45' E. bounded northerly by said land of George A. Rainville and wife fourteen (14) feet to a corner; thence S. 19° E. Bounded easterly by land now or formerly of Anna Brown Rogers seventy (70) feet to a corner; thence S. 7° W. Bounded easterly by said land of Anna Brown Rogers fifty (50) feet to a corner; thence S. 31° 46' E. With a wall bounded northeasterly partly by said land of Anna Brown Rogers, partly by land now or formerly of Fred Pilling Austin and wife; partly by land now or formerly of Wilfred Bottomley and wife, partly by land now or formerly of Fred I. Latham and wife, partly by land now or formerly of Nekefor Tereshkow and wife, and partly by land now or formerly of Louis Favreau three hundred eighty-two (382) feet to a corner of the wall; thence S. 53° 44' W. Bounded southeasterly partly by said land of Louis Favreau and partly by land now or formerly of Leland Mowry one hundred sixty-four and 1/10 (164.1) feet to an angle in the wall; thence S. 56° 59' W. bounded southeasterly by said land of Leland Mowry seventy-six (76) feet to an angle in the wall; thence S. 69° 29' W. bounded southerly by said land of Leland Mowry one hundred thirty-two (132) feet to an angle in the wall; thence S. 52° 14' W. Bounded southeasterly by said land of Leland Mowry three hundred seven and 2/10 (307.2) feet to an angle in the wall; thence S. 32° 44' W. Bounded southeasterly by said land of Leland Mowry thirty-one (31) feet to a corner of the wall; thence N. 3° 30' E. Bounded westerly partly by land now or formerly of George J. Plante and wife and partly by land now or formerly of Alphonso P. Steere six hundred one and 6/10 (601.6) feet to a corner of the wall; thence S. 89° 30' E. Bounded northerly partly by land now or formerly of the Town of Smithfield and partly by land now or formerly of Elmer W. Loomis forty-six (46) feet to an angle in the wall; thence N. 56° 15' E. With the wall bounded northwesterly by said land of Elmer W. Loomis two hundred eighty-three (283) feet to a corner; thence N. 9° 45' E. With a fence bounded westerly by land now or formerly of Euphemie Boucher et als sixty-eight and 9/10 (68.9) feet to the point or place of beginning, and contains five and 30/100 (5.30) acres of land.

BK 0261 PG 0463

PARCEL II:

That certain tract of land situated in Georgiaville, in the Town of Smithfield, County of Providence, and State of Rhode Island in a little Westerly from the westerly line of Farnum Pike, bounded and described as follows:

Beginning at the southwesterly corner of said tract or parcel of the Southeasterly corner of land of the Town of Smithfield.

Southerly 89 ½ E. bounded Southerly by land of these Grantees 22' to an angle in the wall.

Northerly 56 1/4 E. with the wall bounding Southeasterly by said land of these grantees 283' to a corner.

Northerly 29' W bounding Northeasterly by land of Euphémie Boucher et als 293' to a corner.

Southerly 64' W. hereby Northwesterly by land of Ernest Peloquin et ux, et als by other land of the Grantor 168' to a corner.

Southerly 6'E land Westerly by said land of the Town of Smithfield 331' to etu pt. Of place of beginning.

Contains 1.3 acres of land.

BK0261PG0464

PARCEL III:

That certain lot or parcel of land situated in the Town of Smithfield bounded and described as follows:

Beginning at a point, said point being the most Southerly corner of a plat or parcel of land recorded in 26/30 belong to Albert A. Picard, et al v. Italia Picard, et als, also a corner of land of George M. Smith.

Northwesterly bounding Westerly on land of George M. Smith 39' to a corner remaining land of Albert A. Picard, et al v. Italia Picard, et als.

Northeasterly at an interior of 105' 25' 34 bounding northerly on land of these grantors 46.26' to a corner of land of Joseph J. Francilina Silveira, George M. Smith and other grantors.

Southerly an interior angle of 39' 14'05' bounding Easterly of land of George M. Smith 68.90' to the point and place of beginning.

Said last names course making an interior angle of 40' 20' 21' with the first mentioned corner.

BK0261PG0465

PARCEL IV:

That certain tract of land with all improvements situated in the Village of Georgiaville, in the Town of Smithfield, County of Providence, and State of Rhode Island in a little westerly from the westerly line of Farnum Turnpike so-called and bounded and described as follows:

Beginning at a point in the southerly line of a recorded right of way, hereafter described, said point being the most northeasterly corner of the herein described plot or parcel of land and also the most northwesterly corner of land, now or lately, of Andrew P. And Marjorie E. Boyorek; thence westerly by and with the southerly line of said right of way thirty-five and 5/10 (35.5) feet, more or less, to a corner and an easterly line of land of the Town of Smithfield; thence southerly bounding westerly on land of the Town of Smithfield one hundred fifty-five and 5/10 (155.5) feet, more or less, to a corner and land, now or lately of, George Minchen Smith seventy and 5/10 (70.5) feet, more or less, to a corner and land, now or lately, of Andrew P. And Marjorie E. Boyorek; thence northerly bounding easterly on said Boyorek land one hundred-fifteen and 5/10 (115.5) feet, more or less, to a point or place of beginning.

BK0261PG0466

PARCEL V.

That certain lot or parcel of land situated in the Town of Smithfield, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point in the westerly line of Farnum Pike said point being the most Northeasterly corner of the herein described plat or parcel of land, the most Southeasterly corner of land of Joseph J. Francilina Silveira 126' to a corner of land of George M. Smith.

Southerly at an interior angle of 96'15" bounding westerly on land of George M. Smith 50.29' to a corner and the northerly line of Georgia Court said present. Right of way Easterly at an interior angle of 83' 45' by and with the Northerly line of Georgia Court, so called 137.84' to the westerly line of Farnum Pike.

Northerly at an interior angle of 82' 45' by and with the Westerly line of Farnum Pike 50.40' to either point or place of beginning said last named course making an interior angle of 97' 15' with the first mentioned course.

Excepting from the above parcels that portion conveyed to Daniel Dugan and Elaine L. Dugan by George M. Smith by deed dated December 16, 1986 and recorded in the Smithfield Town Clerk's office in Book 92 at Page 54.

Together with and subject to easements and rights of way of record.

Meaning and intending to convey and hereby conveying all the real estate in the Town of Smithfield George M. Smith died seized and possessed hereof.

stacey/smithf.exh
ldolan

TOWN OF SMITHFIELD, RI
M. ELEGANT TOWN CLERK

00 JAN 21 AM 10:13

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thence N. 28° 49' E., continuing with said land of said McGrails, two hundred ninety-nine (299) feet; thence N. 2° 41' W., still continuing with said McGrails land, six hundred thirty-nine and five tenths (639.5) feet to another wall; thence S. 81° 52' E., still continuing with said McGrails land, and with land formerly of Helen Mowry, and following the wall, seven hundred seven and three tenths (707.3) feet to a slight angle in said wall; thence S. 81° 8' E., continuing with said land of Helen Mowry and following said wall, two hundred eighty-seven (287) feet to a stone set in the corner of walls; thence S. 42° 50' W., continuing with said land of Helen Mowry, and following the wall, two hundred seventy and eight tenths (270.8) feet to a slight angle in said wall; thence S. 41° 46' W., still continuing with said line of Helen Mowry and following said wall and with other land of grantor, four hundred thirty-eight and three tenths (438.3) feet to a slight angle in the fence; thence S. 42° 7' W., continuing with said other land of grantor, nine hundred one and two tenths (901.2) feet to the corner of wall at the point of beginning, and containing fifteen and sixty-eight hundredths (15.68) acres of land, more or less, and is the same tract of land that was conveyed to this grantor in the name, Nathan Anthony Estes, from Thomas McGrail et ux., by deed dated April 15, 1927 and recorded in Deed Book 15 at page 175 of the Smithfield Land Records, reference to which is hereby made.

THE THIRD TRACT is bounded and described as follows: That certain tract of land situated on the northerly side of Log Road in said Town of Smithfield, that is bounded and described as follows: Beginning at the end of a stone wall in the northerly line of said Log Road, it being a bound of land now or formerly of Daniel W. Latham; thence S. 16° E., about 15 rods and 15 links with the wall in said northerly line of said road to a large locust stump; thence N. 57½° E., about eleven (11) rods to a large split rock at the southerly end of a stone wall; thence N. 62½° E. about 8 rods and 14 links with the wall to the northerly end of the wall; thence S. 79° E., about 10 rods and 17 links with the wall to the corner of the wall and land now or formerly of Leland Mowry; thence N. 42 1/8° E. 7 rods and 13 links with said Mowry land; thence N. 43° E. 25 rods and 16 links to a stone set in the ground on the easterly side of a high ledge of rocks; thence N. about 14½° E., 101 rods 12½ links to a stone set in the ground, a bound of land formerly of Walty A. Mowry, deceased, and heirs of Jonathan Mowry; thence S. 83° W., 65 rods and 17 links to a stone set in the ground in the line of the Latham land; thence S. 22½° W., 53 rods and 6 links to a white oak stump with stones around it, a bound of land formerly of Junia Latham, deceased; thence S. 71° E., 35 rods and 10 links to a stone set in the ground; and for a particular description of the last described line, reference is made to Report of the Referee in the case of Daniel Aldrich, Plaintiff vs. John A. Latham, Defendant; thence S., about 22° W., 54 rods and 7 links to the corner of the wall in said northerly line of Log Road at the point of beginning. They are the same premises that were conveyed to the grantor from Anna I. Estes, by deed dated October 8, 1930 and recorded in Book 15 at page 157 of the Records of Deeds in the Land Records of said Smithfield, reference to which deed and record is hereby made. The grantees assume payment of taxes assessed on above property December 31, 1952.

AND I, Mignon M. Estes, wife of Nathan A. Estes, the grantor, hereby release to said grantees all my right of dower and all other interest in the aforesaid premises.

WITNESS our hands this 30th day of December 1952.

NATHAN A. ESTES

MIGNON MCCREA ESTES

(Revenue Stamp)
\$1.65

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Newport, Rhode Island on the 30th day of December 1952 before me personally appeared Nathan A. Estes and Mignon M. Estes, each to me known and known by me to be the parties who executed the foregoing instrument, and they acknowledged said instrument by them executed, to be their free act and deed.

ELIZABETH B. HUSSEY (Notarial Seal)

NOTARY PUBLIC.

Recorded January 26, 1953 at 1:30 P. M.

Witness:

Margaret A. Carpenter
Town Clerk.

I, ALPHONSO P. STEERE, resident in the Town of Smithfield in the State of Rhode Island for consideration paid, grant to TOWN OF SMITHFIELD, a public corporation created by act of the General Assembly held for the Colony of Rhode Island and Providence Plantations, with WARRANTY COVENANTS

That certain tract of land located on the westerly side of Old County Road in the Town of Smithfield in the County of Providence in the State of Rhode Island that is bounded and described as follows:

Beginning at the center of a brook on the westerly side of said Old County Road at the southeasterly corner of the within described tract of land, it being also the northeasterly corner of land now or lately of Frank G. Luis and wife, Victorina; thence N. 16° W. with the westerly line of said Old County Road 198 feet to a granite bound; thence N. 11° E. with the westerly line of said Old County Road 562 feet to a granite bound; thence S. 85° W. 610 feet to a granite bound; thence S. 43° W. 1500 feet to a granite bound, the last two (2) courses are bounded by land of this grantor, Alphonso P. Steere; thence S. 41° E. bounded south-westerly partly by land of said grantor, and partly by land now or lately of Sarah E. Sebille 778 feet to a granite bound; thence N. 47° E. 676.5 feet to an angle in the center of a brook; thence N. 52° E. with said brook 463 feet; thence N. 47° E. with said brook 87 feet; thence N. 9° E. with said brook 46 feet; thence S. 87° E. with said brook 190 feet to the point of beginning, the last five (5) courses are bounded by land of said Frank G. Luis and wife, Victorina. Said tract contains thirty (30) acres of land.

24 44/107-A

BOOK 125 PAGE 835

LKA, INC., a Rhode Island corporation
of _____
for consideration paid, grant to TOWN OF SMITHFIELD
of _____ with QUIT-CLAIM COVENANTS
(Description, and Incumbrances, if any)

See Description as per Attached Exhibit "A".

This conveyance is subject to the following limitation: the parcel shall only be used for permanent open space or for passive recreational uses; it shall be kept in an open or natural state; it may be used for walking, jogging, picnicing, bird watching and similar non-intrusive uses. The parcel shall not be used to construct active recreational facilities such as playing fields, tennis courts or swimming pools. No motorized vehicles other than for maintenance purposes shall be permitted on the premises.

This consideration is such that no revenue stamps are required.

Witness its hand this 15th day of October 19 90
LKA, INC.
by Scott Adler, President.
Scott Adler, President
(PRINT OR TYPE NAME OF GRANTOR)

State of Rhode Island, Etc. }
COUNTY OF Providence }
In Smithfield on the 15th day of October, 19 90
before me personally appeared Scott Adler, as President of LKA, Inc.

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. in his capacity as President of LKA, Inc. Shadiji L. Kimpf
Town of Smithfield
64 Farnum Pike
Esmond, RI 02917
(PRINT OR TYPE NAME AND ADDRESS OF GRANTEE)
Notary Public

EXHIBIT "A"
Passive Recreation Area

BOOK 125 PAGE 836

That certain tract or parcel of land with all buildings and improvements thereon situated on the southeasterly side of Mapleville Road in the Town of Smithfield, County of Providence, State of Rhode Island bounded and described as follows;

Beginning at a point on the southeasterly line of Mapleville Road, said point being the southwesterly corner of the herein described parcel;

thence southeasterly bounded southwesterly by land now or formerly of Greenville Properties, Inc., a distance of six hundred seven and 06/100 (607.06) feet to a point;

thence southerly a distance of twenty-five (25) feet more or less to the centerline of a brook;

thence in a generally easterly direction along the flowage line of Mill Pond, a distance of seven hundred eighty-four (784) feet more or less to a point;

thence northeasterly bounded southeasterly by land now or formerly of the Rhode Island Catholic Orphan Asylum, a distance of two hundred fifty-four (254) feet more or less to a corner;

thence northerly at an interior angle of 95-07'-02" bounded easterly by land now or formerly of L.K.A., Inc. a distance of one thousand four hundred thirty-one and 92/100 (1,431.92) feet to a corner;

thence westerly at an interior angle of 98-53'-02" bounded northerly by land now or formerly of Henry J. and Freida C. Steere, a distance of three hundred forty-one and 84/100 (341.84) feet to an angle;

thence continuing westerly at an interior angle of 180-52'-36" bounded northerly by said Steere land, a distance of one hundred fifty-six and 99/100 (156.99) feet to a corner on the southeasterly line of Mapleville Road;

thence southwesterly at an interior angle of 126-31'-35" a distance of one hundred forty-six and 90/100 (146.90) feet to an angle;

thence continuing southwesterly at an interior angle of 183-53'-11" a distance of one hundred ten and 02/100 (110.02) feet to an angle;

thence continuing southwesterly at an interior angle of 178-26'-28" a distance of six hundred five and 78/100 (605.78) feet to the point and place of beginning, the last three described lines bounded northwesterly by said Mapleville Road.

The above described parcel contains an area of twenty-seven and 28/100 (27.28) acres more or less.

DEC 18 1990 @ 1:20 PM

Received for Record in Smithfield, R.I.

Witness

Town Clerk

(25) 44/70

BK-04-12-PC-00140

WARRANTY DEED

RLC INVESTMENTS, INC., a Rhode Island corporation with its principal place of business located at One Campanelli Drive, Braintree, Massachusetts, 02184, for consideration paid, grants to **THE SMITHFIELD LAND TRUST** a body politic and a public instrumentality, with a business address of The Smithfield Town Hall, 64 Farnum Pike, Esmond, Rhode Island 02917, Attention: Town Clerk with **WARRANTY COVENANTS**:

That certain lot or parcel of land located on the northerly side of Smith Avenue, with any buildings and improvements thereon, if any, as further bounded and described in Exhibit "A", which is attached hereto and incorporated herein in full.

Said certain lot or parcel of land shall be held as open space in perpetuity and in accordance with the "Rhode Island Public Laws 2000, Chapter 216", and "By-Laws" of the Smithfield Land Trust.

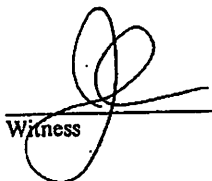
Said certain lot or parcel of land shall be used for passive and/or active public recreation as the Trustees of the Smithfield Land Trust may approve in accordance with the "By-laws" of the Smithfield Land Trust and in accordance with the restrictions and easements of record as found on the recorded plat and Land Evidence Records.

The consideration for this transfer is such that no documentary stamps are required.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the seller is a Rhode Island Corporation, as evidenced by Affidavit.

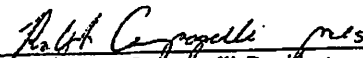
This transaction is exempt from the provisions of the Rhode Island Smoke and Carbon Monoxide Detector Law, as provided in section R.I.G.L. 23-28.35-14

IN WITNESS whereof said corporation has caused these presence to be executed and its corporate seal to be hereunto affixed by its President duly authorized on this 26th day of January 2004.



Witness

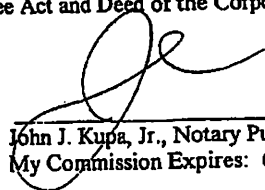
RLC INVESTMENTS, INC.

By: 

Ralph Campanelli, President

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown, on the 26th day of January 2004, before me personally appeared Ralph Campanelli, President of RLC Investments, Inc., to me know 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 Individually and as President of RLC Investments, Inc. and the Free Act and Deed of the Corporation.



John J. Kupa, Jr., Notary Public
My Commission Expires: 6-18-05

~~BK 04-12280004-1~~

**LEGAL DESCRIPTION
GREENVILLE TERRACE
RECORD LOT 36 - OPEN SPACE
ASSESSOR'S PLAT 44, LOT 70
SMITHFIELD, RHODE ISLAND**

That certain parcel of land situated northerly of Smith Avenue and easterly of Fanning Lane in the Town of Smithfield, Providence County in the State of Rhode Island and Providence Plantations being more particularly described as follows:

Beginning at a point in the northerly line of Smith Avenue 30.00 feet right of centerline Station 28+50.11 on Rhode Island Highway Plat 279 at the southeasterly corner of land now or formerly of Wes and Janet Richardson as described in the Town of Smithfield Land Evidence Book 72 at Page 113, said point also being the southwesterly corner of the herein described parcel;

Thence northeasterly on the northerly line of Smith Avenue a distance of 40.00 feet to land now or formerly of Ruby D. Esposito;

Thence northwesterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded northeasterly by said Esposito land, and running 400.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $270^{\circ}00'03''$, bounded southeasterly by said Esposito land, and running 100.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $187^{\circ}16'05''$, bounded southeasterly by said Esposito land, and running 116.43 feet to a point at land now or formerly of Dennis W. and Sharon L. Courtemanche;

Thence northeasterly turning an interior angle to the right of $181^{\circ}01'57''$, bounded southeasterly by said Courtemanche land, and running 260.06 feet to a point at land now or formerly of Howard I. and Delia J. Frederickson;

Thence northeasterly turning an interior angle to the right of $182^{\circ}29'44''$, bounded southeasterly by said Frederickson land, and running 181.94 feet to a stone bound at land now or formerly of Greenville Cemetery;

Thence northwesterly turning an interior angle to the right of $66^{\circ}55'28''$, bounded northeasterly by said Cemetery land, and running 150.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $264^{\circ}48'35''$, bounded southeasterly by said Cemetery land, and running 286.00 feet to a point;

Thence southeasterly turning an interior angle to the right of $269^{\circ}52'04''$, bounded southwesterly by said Cemetery land, and running 150.00 feet to a point;

BK0412PG0042

Thence northeasterly turning an interior angle to the right of $86^{\circ}14'57''$, bounded southeasterly by said Cemetery land, and running 150.64 feet to a stone bound of the Little Greenville Cemetery;

Thence northeasterly turning an interior angle to the right of $168^{\circ}46'01''$, bounded southeasterly by said Cemetery land, and running 266.80 feet to a stone bound at land now or formerly of the Town of Smithfield Housing Authority;

Thence northwesterly turning an interior angle to the right of $100^{\circ}33'27''$, bounded northeasterly by said Housing Authority land, and running 591.70 feet to a point at land now or formerly of David H. Vaughn;

Thence southwesterly turning an interior angle to the right of $122^{\circ}57'12''$, bounded northwesterly by said Vaughn land, and running 840.85 feet to a stone bound;

Thence southwesterly turning an interior angle to the right of $180^{\circ}33'23''$, bounded northwesterly by said Vaughn land, and running 318.59 feet to a point at the northeasterly corner of record lot 13 as shown on that plan entitled "Record Plan, Greenville Terrace, Assessor's Plat 44 Lot 70, Smithfield, Rhode Island. Prepared by DiPrete Engineering Associates, Inc. for Ralph Campanelli. Scale: $1'' = 100'$. Dated: December, 2001, revised: 12-30-03,";

Thence southerly turning an interior angle to the right of $90^{\circ}14'11''$, bounded westerly by record lots 13, 14 and 15 as shown on said "Record Plan", and running 704.54 feet to a point;

Thence southwesterly turning an interior angle to the right of $235^{\circ}58'33''$, bounded northwesterly by record lot 15 as shown on said "Record Plan", and running 70.35 feet to a point;

Thence northwesterly turning an interior angle to the right of $238^{\circ}07'56''$, bounded northeasterly by record lot 15 as shown on said "Record Plan", and running 263.48 feet to a point on the southeasterly line of Sophia Lane as shown on said "Record Plan";

Thence southwesterly turning an interior chord angle to the right of $94^{\circ}47'08''$ on the southeasterly line of Sophia Lane on a curve to the right with a radius of 260.00 feet, a central angle of $11^{\circ}04'27''$ and an arc length of 50.25 feet to a point at the northeasterly corner of lot 16 as shown on said "Record Plan";

Thence southeasterly turning an interior chord angle to the right of $85^{\circ}12'52''$, bounded southwesterly by record lot 16 as shown on said "Record Plan", and running 242.10 feet to a point;

BK 04 12758843

Thence southeasterly turning an interior angle to the right of $234^{\circ}10'23''$, bounded southwesterly by record lot 16 as shown on said "Record Plan", and running 180.79 feet to a point;

Thence southwesterly turning an interior chord angle to the right of $270^{\circ}00'00''$, bounded northwesterly by record lots 16 and 17 and partially by Open Space as shown on said "Record Plan", and running 325.00 feet to a point at land now or formerly of Thomas Peter and Marion Carnavale;

Thence southeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southwesterly by said Carnavale land, and running 50.00 feet to land now or formerly of Mark A. and Gail M. Feragne;

Thence northeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southeasterly by said Carnavale land, land now or formerly of Douglas A. Leach, Raymond R. and Jeanne M. Cloutier and the northerly terminus of Newton Drive, and running 365.00 feet to a point at the northeasterly corner of Newton Drive;

Thence southeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southwesterly by said Newton Drive, and running 200.00 feet to land now or formerly of Etta Danielo;

Thence northeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southeasterly by said Danielo land, and running 135.00 feet to land now or formerly of Wes and Janet Richardson;

Thence northwesterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded northeasterly by said Richardson land, and running 200.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southeasterly by said Richardson land, and running 100.00 feet to a point;

Thence southeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southwesterly by said Richardson land, and running 400.00 feet to the point of beginning. The last course forms an interior angle of $90^{\circ}00'00''$ with the first course.

The above-described Open Space Lot contains a 15 foot wide sewer and emergency access easement, a 50 foot wide no-cut easement, a drainage easement, an existing 100 foot wide electric easement and an area for passive recreation only and an area reserved for active recreation by the Town of Smithfield as shown on that plan entitled "Record Plan, Greenville Terrace, Assessor's Plat 44 Lot 70, Smithfield, Rhode Island. Prepared by DiPrete Engineering Associates, Inc. for Ralph Campanelli. Scale: 1" = 100'. Dated: December, 2001, revised: 12-30-03. Sheet 24 of 24."

TOWN OF SMITHFIELD, RI
M. ELEN MURRAY TOWN CLERK

04 JAN 29 PM 3:30

185

KNOW ALL MEN BY THESE PRESENTS, That We, NILS AUGUST HANSEN, JR., of the Town of Smithfield, State of Rhode Island, WILBERT L. HANSEN of the Town of Reading, Commonwealth of Massachusetts, BARBARA L. HIATT of the Town of North Providence, State of Rhode Island, ALFRED E. HANSEN of the Town of Coventry, State of Rhode Island, and ELIZABETH A. BURHOE of the Town of North Providence, State of Rhode Island, the Devisees under the Will of Nils August Hansen who deceased February 27, 1969, and whose Will was filed April 16, 1969 and proved May 9, 1969, in the Smithfield Probate Court, for consideration paid, grant to the Town of Smithfield, a municipal Corporation, located in the County of Providence, State of Rhode Island, with WARRANTY COVENANTS the following described property:

That certain lot or parcel of land with all the buildings and improvements thereon situated in the Town of Smithfield, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said point being in the southeasterly line of Wadsworth Avenue and at the northeasterly corner of land owned by Edmund C. DeLaCour et ux;

Thence running northeasterly partly in the line of Wadsworth Avenue and partly in the extension of said road line one hundred ninety and 00/100 (190.00) feet to a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running northwesterly in the line of other land of these grantors forty and 00/100 (40.00) feet to a corner;

Thence turning an interior angle of $80^{\circ}06'38''$ and running northeasterly in the line of other land of these grantors two hundred thirty-two and 89/100 (232.89) feet to a corner;

Thence turning an interior angle of $261^{\circ}18'12''$ and running northerly in the line of other land of these grantors two hundred five and 36/100 (205.36) feet to a corner;

186

Thence turning an interior angle of $90^{\circ}00'00''$ and running easterly in the line of land owned by Charles E. Hoffman et ux three hundred nineteen and $62/100$ (319.62) feet to a heap of stones;

Thence turning an interior angle of $179^{\circ}37'30''$ and running easterly in the line of land owned by the Franciscan Missionaries of Mary five hundred sixty-one and $27/100$ (561.27) feet to a point at the northerly end of a stone wall;

Thence turning an interior angle of $88^{\circ}59'00''$ and running southerly partly in the stone wall, the extension thereof and again in the line of a stone wall, it being the line of land of Raymond J. King, Sr., et ux seven hundred eighty-seven and $8/100$ (787.08) feet to a point at a corner of two stone walls;

Thence turning an interior angle of $94^{\circ}59'00''$ and running westerly in the line of land owned by Francis J. Thuotte et ux one hundred seventy-seven and $11/100$ (177.11) feet to nail driven into a boulder;

Thence turning an interior angle of $178^{\circ}56'50''$ and running westerly in the line of land owned by Michael J. Bonitati et ux three hundred eighty-four and $50/100$ (384.50) feet to a point in the easterly side of Villa Avenue;

Thence turning an interior angle of $91^{\circ}37'10''$ and running northerly fifteen and $35/100$ (15.35) feet to a point in the northerly line of Welcome Road;

Thence turning an interior angle of $270^{\circ}00'00''$ and running westerly in said road line sixty-five and $35/100$ (65.35) feet to a point at the southeasterly corner of land owned by John M. Nye et ux;

Thence turning an interior angle of $90^{\circ}00'00''$ and running northerly in said Nye line one hundred and $00/100$ (100.00) feet to a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running westerly in said Nye line one hundred fifteen and $32/100$ (115.32) feet to a point in the easterly line of Commodore Avenue;

Thence turning an interior angle of $75^{\circ}26'00''$ and running northerly in the said line of Commodore Avenue forty-one and $33/100$ (41.33) feet to a corner at land of Benjamin Barbieri et ux;

187

Thence turning an interior angle of $104^{\circ}34'00''$ and running easterly in the line of said Barbieri one hundred and 00/100 (100.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running northerly in the line of said Barbieri land seventy-five and 00/100 (75.00) feet to a corner at land of the Bar McAll Land Co., Inc.;

Thence turning an interior angle of $104^{\circ}34'00''$ and running easterly in said Land Co. line one hundred and 00/100 (100.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running northerly in said Land Co. line one hundred fifty and 00/100 (150.00) feet to a corner;

Thence turning an interior angle of $284^{\circ}34'00''$ and running westerly in said Land Co. line two hundred and 00/100 (200.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running southerly in said Land Co. line one hundred five and 34/100 (105.34) feet to a point in the northerly end of Commodore Avenue;

Thence turning an interior angle of $90^{\circ}00'00''$ and running westerly in the northerly line of Commodore Avenue forty and 00/100 (40.00) feet to a point at the northerly corner of land owned by Donn C. DiBiasio et ux;

Thence turning an interior angle of $212^{\circ}48'00''$ and running southwesterly in said DiBiasio line one hundred eighty-two and 20/100 (182.20) feet to a corner;

Thence turning an interior angle of $264^{\circ}08'00''$ and running southerly in said DiBiasio line seventy-five and 9/100 (75.09) feet to a granite bound;

Thence turning an interior angle of $78^{\circ}11'00''$ and running westerly partly in the line of land of Alva G. Henlin et ux, partly in line of Richard J. Clements et ux and in part in line of Frances W. Kelley et ux one hundred ninety-nine and 24/100 (199.24) feet to a granite bound;

Thence turning an interior angle of $109^{\circ}52'40''$ and running northwesterly in the line of land owned by Nils August Hansen, Jr., et ux one hundred eighty and 9/100 (180.09) feet to a point at the southeasterly corner of land owned by Edmund C. DeLaCour;

188

Thence turning an interior angle of 184°00'00" and running northwesterly in said DeLaCour line one hundred fifty and 00/100 (150.00) feet to the first mentioned point.

Said first and last described lines intersect at an interior angle of 90°00'00";

Said parcel contains 17.285 acres of land and is conveyed subject to a right-of-way crossing the southeasterly corner of the parcel and running to land of Raymond J. King, Jr., et ux.

Reference is made to "Map of Land on Wadsworth and Commodore Avenues" surveyed by Alfred E. Hansen Associates, Inc. December 22, 1975, Revised July 22, 1976, Attached hereto as Exhibit A.

And, We, GERMAINE M. HANSEN (Wife of Nils August Hansen, Jr.,)

EUGENIE HANSEN (Wife of Wilbert L. Hansen), HER-

BERT HIATT (Husband of Barbara L. Hiatt), BEVERLY W. HANSEN, (Wife of Alfred E. Hansen), and DOUGLAS BURHOE (Husband of Elizabeth Burhoe), release to said grantee all our rights of curtesy and dower and all other interest in the aforescribed premises.

WITNESS our hands this 2nd day of February,

1977.



Nils August Hansen Jr.
Wilbert L. Hansen
Barbara L. Hiatt
Alfred E. Hansen
Elizabeth Burhoe
Germaine M. Hansen
Eugenie Hansen
Herbert Hiatt
Beverly W. Hansen
Douglas A. Burhoe

189

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 2nd day of February, 1977,
before me personally appeared Nils August Hansen, Jr., and Ger-
maine M. Hansen, husband and wife; Wilbert L. Hansen and
Eugenie Hansen, husband and wife; Barbara L. Hiatt and Her-
bert Hiatt, husband and wife; Alfred E. Hansen and Beverly W.
Hansen, husband and wife; and Elizabeth A. Burhoe and Douglas
Burhoe, husband and wife, to me known and known by me to be the
parties executing the foregoing instrument, and they acknowledged
said instrument, by them executed, to be their free act and deed.

Donald E. Vige
Notary Public

Received for Record in Smithfield, R.I. Feb. 14, 1977 at 9:31 AM
Witness *Harriet A. Scott* Town Clerk

(27) 42/99

BK0278PG0646

CONSERVATION DEED

Smithfield Partners, LLC, a Rhode Island limited liability company, having a mailing address at 1565 Douglas Avenue, North Providence, Rhode Island 02904, for consideration paid, hereby gives, grants, bargains, sells and conveys to the Town of Smithfield, Rhode Island, a municipal corporation, that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island ("Property"), bounded and described as set forth in Exhibit A attached hereto, and shown as Parcel A on that certain Administrative Subdivision Plan entitled "The Village of Summerfield" dated 1/11/01, prepared by DiPrete Engineering Associates, Inc. and recorded in the land records of said Town of Smithfield at Book 5 pg. 54-55 ("Plan"). Being a portion of the property acquired by this Grantor by deed dated July 25, 1997, and recorded in the Town of Smithfield Land Records in Book 217 at Page 202.

This conveyance constitutes a gift for public purposes. It is made solely for conservation and passive recreational purposes, and is subject to the following terms and conditions ("Conservation Restriction"):

1. The Property shall be used exclusively for conservation, open space, or passive recreational purposes.
2. The Property shall be maintained by the Grantee in its natural condition, or with landscaping consistent with the protection of environmental quality.
3. No structures of any kind will be placed or erected upon the Property, but signs, markers, and equipment consistent with passive recreational activities are not prohibited.
4. No advertising of any kind or nature shall be located on or within the Property.
5. Neither the Property nor possession thereof may be alienated, whether by transfer, conveyance, lease, or otherwise, except to the State of Rhode Island, or an agency thereof, for the same purposes and subject to the same terms and conditions herein set forth.

January 26, 2001

BK0278PG0647

The Grantee, by acceptance of this deed, covenants with the Grantor to observe and abide by the Conservation Restriction and the terms and conditions which are included therein. Should the Grantee and its successors cease or fail to use and enjoy the Property for the purposes of and in accordance with the terms and conditions of the Conservation Restriction, then the Property shall revert to and become the property of the Grantor or its grantees, successors, or assigns.

The Conservation Restriction, pursuant to Rhode Island General Laws Chapter 34-39, is exempt from the limitations in Rhode Island General Laws Section 34-4-21 and shall run with the Property and shall be enforceable against Grantee and all future owners and occupants in perpetuity.

Grantor reserves for itself and its grantees, successors, and assigns a utility easement ("Easement") upon, across, over, in, and under the Property within a thirty (30) foot wide area, as shown on said Plan, extending along the entire westerly boundary of the Property extending from the remaining land of this Grantor at the southerly end of such area (Parcel B on said Plan), to its northerly end at Ridge Road (a distance of approximately one thousand six hundred one (1,601) feet) (the "Easement Area") for construction, installation, operation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television, and communications systems. By virtue of this Easement, it will be expressly permissible and proper for the Grantor and its successors and assigns, and the companies or entities from time to time providing said utilities services, to install and maintain necessary equipment within the Easement Area and to affix and maintain, as appropriate, facilities and equipment, including without being limited to, pipes, lines, electrical, television, communications, and telephone wires, circuits, conduits, transformers, switches, valves, poles, under, over, or on the surface of the ground. Any utility company utilizing such Easement shall (i) use its best efforts to install and maintain its facilities and equipment with as little disturbance as feasible to the rest of the Property; (ii) prosecute its installation and maintenance activities as and expeditiously as reasonably possible; and (iii) restore the surface to a safe and sightly condition as soon as possible after completion of its work. This Easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Grantor hereby reserves for itself and its grantees, successors, and assigns, and for each said utility company, a perpetual easement and right-of-way for access (ingress and egress, both on foot and with vehicles and equipment) over, upon, and across the

BK0278PG0648

Easement Area and the Property for construction, installation, maintenance, replacement, and repair of said utilities.

In addition, this conveyance is made and accepted subject to all valid and subsisting restrictions, reservations, covenants, rights-of-way, and easements, if any, affecting the Property.

No documentary stamps or non-resident withholding taxes under Rhode Island General Laws Section 44-30-71.3 are required as this conveyance is a gift for public purposes from a Rhode Island limited liability company.

IN WITNESS WHEREOF, Smithfield Partners, LLC has caused this Deed to be executed by its duly authorized member as of the 26th day of JANUARY, 2001.

Witness:

Smithfield Partners, LLC

Charles E. Schaeff

By: E. Robert DePasquale
Member
E Robert DePasquale

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE KENT

In WARRICK, in said County on the 26th day of JANUARY, 2001, before me appeared E. Robert DePasquale, a member of Smithfield Partners, LLC, to me known and known to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Smithfield Partners, LLC.

[Signature]
Notary Public

Print Name

My commission expires: 7/15/01

Property Address:
Ridge Road
Smithfield, Rhode Island

BK0278PG0649

**Village at Summerfield
Parcel A - AP 42 Lot 99**

A certain parcel of land with all the buildings and improvements located in the state of Rhode Island, County of Providence, Town of Smithfield, located southeasterly of Ridge Road being shown as parcel A on the plan entitled "Administrative Subdivision Plan, The Village of Summerfield, AP 25 Lot 142, AP 26 Lot 47 and AP 42 Lots 97, 99, 127 and 128, A private residential village located in Smithfield, RI Dated: June, 2000 Prepared by: DiPrete Engineering Associates, Inc. Engineering, Surveying and Planning Consultants 75 Sockanisset Crossroad, Suite 300, Cranston, RI 02920, Tel: (401)943-1080, Applicant: Smithfield Partners, LLC, 754 Newport Avenue, South Attleboro, MA 02703, Scale: 1" = 100', Sheets 1 and 2 of 2.", and more particularly bounded and described as follows:

Beginning at the northeast corner of the here-in described parcel at an iron rod, also being the northwest corner of land now or formerly of Orlando L. and Irene M. Borges and the southerly line of Ridge Road;

Thence southwesterly 139.36', running along the southerly line of Ridge Road to a point;

Thence continuing southwesterly, turning an interior angle of 175°14'48" and running along the southerly line of Ridge Road 163.68', to a point;

Thence southwesterly, turning an interior angle of 135°32'07" bounded westerly by land now or formerly of Mk. Broker, Inc. 495.00', to an iron rod in a heap of stones;

Thence continuing southeasterly, turning an interior angle of 155°00'38" bounded westerly by land now or formerly of Mk. Broker, Inc. 107.56', to a point;

Thence continuing southeasterly, turning an interior angle of 165°01'51" bounded westerly by land now or formerly of Mk. Broker, Inc. 1031.76', to a point;

Thence easterly, turning an interior angle of 128°33'21" bounded southerly by Parcel B, on said plan reference above, 163.14', to a point;

Thence southeasterly, turning an interior angle of 214°46'18" bounded westerly by Parcel B, on said plan referenced above, 361.36', to a point;

Thence southeasterly, turning an interior angle of 203°59'37" bounded westerly by Parcel B, on said plan referenced above, 1230.77', to a point in a heap of stones;

Thence northerly, turning an interior angle of 18°01'09" bounded easterly by land now or formerly of the Town of Smithfield 336.93', to a point in a heap of stones;

Thence northerly, turning an interior angle of 180°44'54" bounded easterly by land now or formerly of the Town of Smithfield 561.45', to a drill hole;

Thence northerly, turning an interior angle of 187°01'46" bounded easterly by land now or formerly of Michael E. and Gail E. Disnard 350.50', to a fieldstone bound in a heap of stones;

Thence northwesterly, turning an interior angle of 144°09'45" and bounded easterly by land now or formerly of William E. and Margery G. Demaine 589.31', to a point;

Thence continuing northwesterly, turning an interior angle of 171°18'36" and bounded easterly by land now or formerly of David A. and Leslie A. Guadino 1193.20', to an iron rod;

Thence northeasterly, turning an interior angle of 272°40'05" and bounded southerly by land now or formerly of David A. and Leslie A. Guadino 290.59', to an iron rod;

BK 0278 PG 0650

Thence northwesterly, turning an interior angle of $92^{\circ}31'55''$ and bounded easterly by land now or formerly of Orlando L. and Irene M. Borges 298.59', to the point and place of the beginning;

The last course forming an interior angle with the first course of $95^{\circ}23'10''$.

The area of the here-in described parcel being 28.55 Acres, more or less.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

DN0278PG0651

James R. Langevin, Secretary of State

The Office of the Secretary of the State of Rhode Island and Providence Plantations, **HEREBY CERTIFIES**, that

Smithfield Partners, LLC

a Rhode Island Limited Liability Company, filed original articles of organization in this office on the eighteenth day of December A.D., 1996; and

IT IS FURTHER CERTIFIED that said company is now of record and in good standing in this office.

SIGNED AND SEALED this second day
of November A.D., 2000.

James R. Langevin

Secretary of State

BY *Debra Antorelli*



TOWN OF SMITHFIELD, R.I.
M. EILEEN MARTIN, TOWN CLERK

01 JAN 26 PM 12:05

128 42/39

474

I, Harold D. Baker, of the Town of Johnston, within the County of Providence and State of Rhode Island
of
for consideration paid, grant to the Town of Smithfield
of
with QUIT-CLAIM COVENANTS
(Description, and Acknowledgment, if any)

Those certain parcels of real estate situated in the Town of Smithfield being Lots 38, 39 and 40 on Assessor's Plat 42 to which the grantor acquired Title at public auction at the Council Chambers, Town Hall in the Town of Smithfield on the 27th day of June A.D. 1964, by paying the Tax Collector; said parcels are further herein described as being those certain parcels which are recorded in deed book No. 27 at pages 542; 543 and 544, respectively and which were recorded on August 21, 1964, at the Town of Smithfield recorder of deeds.

The consideration is such that no documentary stamps are required for this transfer.

I, Harold D. Baker, of the Town of Johnston, after having been duly sworn, swear that I am unmarried.

.....husband of the grantor
.....wife
release to said grantee all right of curtesy and all other interest in the aforescribed premises.
Witness my hand this 12th day of June, 1973.
Stephen E. Collins Harold D. Baker

State of Rhode Island, Etc. }
County of Providence }

In Smithfield on the 12th day of June, 1973
before me personally appeared Harold D. Baker
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.

Received for Record in Smithfield, R.I. June 13, 1973 9:47 A. M. Notary Public
Witness Margaret A. Chapman Town Clerk

(29) 45/91

QUITCLAIM DEED

Rec # 78545

INST: 2019-3762
BK: 1246 PG: 19
11/22/2019 03:31:36 PM
2 Page(s)
QUITCLAIM DEED
Carol A. Aquilante, Town Clerk
David J. Aquilante, MNC

CAVANAGH COMPANY with a mailing address 610 Putnam Pike, Greenville, Rhode Island grant to the Town of Smithfield a Rhode Island Municipal Corporation, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island for consideration in the sum of One Dollar and 00/100 (\$1.00), the property bounded and described as follows, with *Quitclaim Covenants*:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the grantor is a resident corporation of the State of Rhode Island as evidenced by affidavit.

The consideration for this transfer is such that no documentary revenue stamps are required.

WITNESS MY HAND AND SEAL THIS 22 DAY OF NOVEMBER, 2019.

CAVANAGH COMPANY

BY: Peter A Cavanagh

Peter A Cavanagh, President

State of Rhode Island
County of Providence

In Smithfield on this 22 day of November, 2019, before me personally appeared Peter A Cavanagh, President of CAVANAGH COMPANY 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 free act and deed in said capacity.

Barbara J. Rich
Notary Public:
My commission expires: 2/10/2020

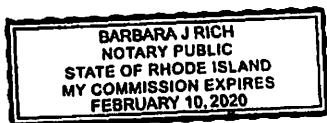


EXHIBIT "A"

That certain tract or parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point the easterly line of Douglas Pike said point being eight hundred-ten and 78/100 (810.78) feet northerly of a Rhode Island Highway Bound at station 208+52.35 as shown on Plat Map entitled "Smithfield Douglas Pike from Sta. 109-50 to Washington Highway", and measured along the easterly line of Douglas Pike;

thence at an interior angle of 103°-44'-00, bounding southerly on land now or formerly of Frank O. & Carol A. Monti, a distance of five hundred ninety-two and 17/100 (592.17) feet to a corner;

thence northerly at an interior angle of 108°-49'-52", bounding easterly in part on land now or formerly of Paul B. & Paul T. Surabian and in part on land now or formerly of Peter A. DiLorenzo, a distance of two hundred ninety-five and 73/100 (295.73) feet to a corner;

thence westerly at an interior angle of 73°-53'-26", bounding northerly on land now or formerly of Orchard Meadows Condominium Association, Inc., a distance of seven hundred sixty-five and 78/100 (765.78) feet to a corner on the easterly line of Douglas Pike;

thence southeasterly at an interior angle of 73°-32'-42" by and with the easterly line of Douglas Pike, a distance of three hundred twenty-five and 57/100 (325.57) feet to the point and place of beginning;

said parcel contains 202,426 s.f. or 4.647 acres of land, more or less, and is shown as A.P. 45, LOT 91 NEW AREA on a plan entitled "ADMINISTRATIVE SUBDIVISION PLAN CAVANAGH/ORCHARD MEADOWS CONDOMINIUMS PROPERTY' A.P. 45 LOTS 79A & 91 on DOUGLAS PIKE & LIMEROCK ROAD in SMITHFIELD, RI", revision 2 dated 11/9/11, prepared by International Mapping & Surveying Corp. and filed as document no. 20120002 in the Town of Smithfield on February 15, 2012.

(30) 43/77 & 46/170

Rec # 89844	INST: 2021-5378 BK: 1398 PG: 326 12/20/2021 02:01:15 PM 3 Page(s) DEED Lyn Antonuccio, Acting Town Clerk 
E-RECORDED	

WARRANTY DEED

I, **Gerren Kozatek**, of the Town of Dunbarton, Merrimack County, State of New Hampshire, hereby grant to **The Smithfield Land Trust**, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, for consideration in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), the property bounded and described as follows, with ***Warranty Covenants***:

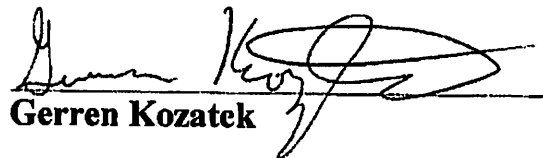
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Grantor, hereby acknowledges that he is not a resident of the State of Rhode Island, and that a R.I. 71.3 Remittance Form will be submitted to the Rhode Island Division of Taxation in order to obtain an Acknowledgement of Discharge of the withholding lien arising under R.I.G.L. § 44-30-71.3

Tax: \$69.00
Date 12/20/2021
Town: Smithfield
12253
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX
Clerk: CBOUCHARD

Grantee Address: 64 Farnum Pike, Smithfield, RI 02917
Property Address: 265 Mountindale Road, Smithfield, RI 02917 (AP: 43, Lot: 77)
287 Mountindale Road, Smithfield, RI 02917 (AP: 46, Lot: 170)

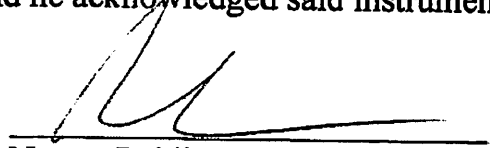
WITNESS MY HAND AND SEAL THIS 20 DAY OF DECEMBER, 2021.

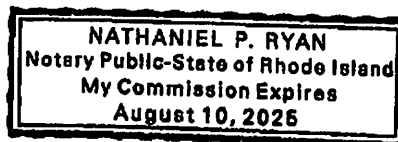

Gerren Kozatek

STATE OF Rhode Island

COUNTY OF Providence

In North Providence, on this 20 day of December, 2021, before me personally appeared, **Gerren Kozatek**, to me known and known to me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


Notary Public:
My commission expires:



Grantee Address: 64 Farnum Pike, Smithfield, RI 02917
Property Address: 265 Mountindale Road, Smithfield, RI 02917 (AP: 43, Lot: 77)
287 Mountindale Road, Smithfield, RI 02917 (AP: 46, Lot: 170)

Exhibit "A"

Those two certain lots or parcels of land with all buildings and improvements thereon, located on Mountindale Road in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Parcel I:

NORTHERLY on land now or lately of Bertram L. Ashworth, Jr. and wife;
EASTERLY on land now or lately of William H. Steere;
WESTERLY on the Woonasquatucket Reservoir, and;
SOUTHERLY on land over which the Woonasquatucket Reservoir Company has flowage rights.

287 Mountindale Road, Smithfield, RI 02917 - AP 46 AL 170

Parcel II:

WESTERLY on the Woonasquatucket Reservoir;
NORTHERLY on other land of the Woonasquatucket Reservoir Company;
EASTERLY on land now or lately of Salvatore Carmine Izzo and Rocco Andrew Izzo; and
SOUTHERLY on Mountindale Road.

Part only of this parcel is owned by Woonasquatucket Reservoir Company in fee.

265 Mountindale Road, Smithfield, RI 02917 - AP 43 AL 77

TOWN OF SMITHFIELD, R.I.
Lyn Antonuccio, Acting Town Clerk
12/20/2021 02:01:15 PM

31 45/72

BK0455PG0671

QUITCLAIM DEED

J. RUOTOLO CONSTRUCTION, INC., a duly authorized Rhode Island Corporation, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid grants to *Angell Farm Estates, LLC*, a duly authorized Rhode Island Limited Liability Company, having its usual place of business at 5 Pine Lane, Town of Johnston, County of Providence, State of Rhode Island, the following described property,

With QUITCLAIM COVENANTS

LEGAL DESCRIPTION ATTACHED AS EXHIBIT 'A'

The Grantor hereby certifies the Corporation is a Rhode Island Resident Corporation and in compliance with R.I.G.L. 844-30-71.3 as evidenced by affidavit.

The undersigned hereby certify the within conveyance is vacant land and exempt from the smoke detector and carbon monoxide law, R.I.G.L. 8 23-28.35-1 et seq.

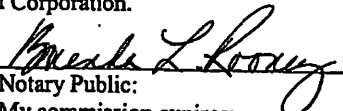
The consideration is such that no documentary stamps are required.

IN WITNESS WHEREOF, Grantor has signed, acknowledged and delivered these presents this 17th day of January, 2005.

 President
Jason M. Ruotolo, President and Secretary
J. RUOTOLO CONSTRUCTION, INC.

State of Rhode Island
County of Providence

In Smithfield, on the 17th day of January, 2005 before me personally appeared Jason M. Ruotolo, President and Secretary of J. RUOTOLO CONSTRUCTION, INC., to me known and known by me to be the person executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed, and the free act and deed of said Corporation.


Notary Public:
My commission expires:

My Commission Expires 09/12/2008

Grantee's mailing address
5 Pine Lane
Johnston, RI 0919

EXHIBIT 'A'
LEGAL DESCRIPTION

BK0455PG0672

That certain lot or parcel of land with all buildings and improvements thereon, located on the southerly line of Clark Road, an unimproved road, and the easterly line of Lantern Road in the Town of Smithfield, County of Providence, State of Rhode Island and bounded and described as follows:

Beginning at a point on the southerly line of Clark Road at the northeast corner of the herein described parcel, said point being (201.78) westerly along the southerly line of Clark Road from the intersection of the easterly line of Lantern Road;

Thence: Running westerly (332.28) feet;

Thence: Turning an angle to the right of $179^{\circ}04'44''$ and running westerly (198.14) feet;

Thence: Turning an angle to the right of $181^{\circ}00'45''$ and running westerly (55.47) feet, the previous 3 courses running along the southerly line of Clark Road;

Thence: Turning an angle to the right of $176^{\circ}49'09''$ and running westerly along the land now formerly of Jason M. Ruotolo (452.59) feet;

Thence: Turning an angle to the right of $124^{\circ}13'31''$ and running southerly along said Ruotolo land (454.41) feet;

Thence: Turning an angle to the right of $168^{\circ}39'36''$ and running southerly along the land now or formerly of Eileen A. Sullivan (1029.71) feet;

Thence: Turning an angle to the right of $129^{\circ}50'30''$ and running southeasterly (532.31) feet;

Thence: Turning an angle to the right of $143^{\circ}09'23''$ and running easterly (437.00) feet;

Thence: Turning an angle to the right of $270^{\circ}56'30''$ and running southerly (548.00) feet;

Thence: Turning an angle to the right of $92^{\circ}25'52''$ running easterly (27.65) feet;

Thence: Turning an angle to the right of $184^{\circ}25'41''$ and running easterly (105.39) feet;

Thence: Turning an angle to the right of $202^{\circ}49'49''$ and running easterly (16.53) feet;

Thence: Turning an angle to the right of $147^{\circ}32'54''$ and running easterly (94.68) feet;

Thence: Turning an angle to the right of $191^{\circ}25'02''$ and running easterly (250.05) feet;

Thence: Turning an angle to the right of $180^{\circ}13'04''$ and running easterly (81.16) feet;

Thence: Turning an angle to the right of $177^{\circ}35'21''$ and running easterly (92.74) feet to the town line between Lincoln and Smithfield, the previous 10 courses running along the land now or formerly of Chester Sloboda et al;

Thence: Turning an angle to the right of $75^{\circ}09'25''$ and running northerly along the town line between Lincoln and Smithfield (864.87) feet;

Thence: Turning an angle to the right of $178^{\circ}03'07''$ and running northerly along the westerly line of Lantern Road (434.52) feet to the southeast corner of land now or formerly of Thomas O. Lepore et al;

AP 45 LOT 72 & AP 42 LOT 13 CLARK ROAD.

PAGE 1

LEGAL DESCRIPTION

BK 0455PG0673

Thence: Turning an angle to the right of 93°30'42" and running westerly along said Lepore land (453.00) feet:

Thence: Turning an angle to the right of 278°22'06" and running northerly along said Lepore land and along the lands now or formerly of Michael R. Bousquet etux, Jodi L. VanNieuwenhuyze et vir and Vincent R. Volpe 2nd etux (1026.00) feet;

Thence: Turning an angle to the right of 180°44'24" and running northerly along the land now or formerly of Paul R. DuHamel etux (597.24) feet to the point and place of beginning and forming an interior angle of 63°58'24" with the first mentioned course and containing 56.5 acres of land more or less.

Meaning and intending to described AP 45 Lot 72 & AP 42 Lot 13 as shown on that plan entitled:

" SMITHFIELD, RI PLAN OF LAND FOR JASON M. ROUTOLO CLASS 1 SURVEY OF A.P. 45 LOT 72 & A.P. 42 LOT 13 LANTERN ROAD & CLARK ROAD BY MARSH SURVEYING INC. 640 GEO. WASH. HWY. LINCOLN, RI (401) 334-0600 ZONE R - 80 JUNE 16, 2004 "and recorded in Plat Book 6, Pages 29 and 30.

AP 45 LOT 72 & AP 42 LOT 13 CLARK ROAD

PAGE 2

TOWN OF SMITHFIELD, RI
H. GLEN MERRY TOWN CLERK

05 FEB 28 AM 10:19

(32) 46/156

2618

1257

ADMINISTRATOR'S DEED

I, James V. Gallagher, of the Town of Smithfield, State of Rhode Island, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent Gallagher, late of the Town of Smithfield, Rhode Island, deceased, by virtue and in exercise of the power and authority vested in me as Administrator as aforesaid in and by said Probate Court of the Town of Smithfield (02607), State of Rhode Island, and of every other power and authority to me hereunto enabling, and for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration to me paid by JAMES V. GALLAGHER, individually, and MARGARET E. GALLAGHER-ELMER, both of the Town of Smithfield and State of Rhode Island, as TENANTS IN COMMON of an undivided one-half (1/2) interest each, hereinafter called the Grantees, the receipt hereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto said Grantees, their heirs and assigns forever.

That certain real estate situated in the Town of Smithfield County of Providence, State of Rhode Island, situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W. ten and 3/10 (10.3) feet to an iron rod; thence S. 5° 29' W. six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E. with land of Mabel C. Mowry four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W. about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Being the same premises conveyed to Vincent Gallagher and Amy Warren Gallagher by deed of Horace G. Thornton and Ellen K. Thornton dated May 25, 1962 and recorded in Book _____ at Page _____ in the Land Evidence Records of the Town of Smithfield.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto appertaining, unto and to the use of the said Grantees and their heirs and assigns forever.

1258

AND I, the said James V. Gallagher, as Administrator, for myself and my successors, executors and administrators, do hereby covenant with the said Grantees and their heirs and assigns, that I am the duly appointed and qualified Administrator of the Estate of Vincent James Gallagher a/k/a Vincent Gallagher, and that I, as such Administrator, have good right, full power and lawful authority under the power, authority and direction given to me as Administrator of said Estate to sell and convey the same in the manner as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in my capacity as Administrator as aforesaid, this 9th day of July, 1990.

Signed and sealed in the presence of:

The consideration for this conveyance is such that no documentary stamps are required.

Chris J. Sullivan

James V. Gallagher
JAMES V. GALLAGHER, Administrator
of the Estate of Vincent James
Gallagher, a/k/a Vincent Gallagher

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Smithfield, in said County, on the 9th day of July, 1990, before me personally appeared the above-named James V. Gallagher, to me known and known by me to be th person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed individually and in his said capacity as Administrator as aforesaid.

Chris J. Sullivan
Notary Public
JOHN H. MINES, JR.
My commission expires June 30, 1991.

Return to
JAMES V. GALLAGHER
3 River Street
Easton, R.I. 02917

Received for Record in Smithfield, R.I. AUG 9 1990 @ 10:11 A.M.
Witness Maia G. Amatore Town Clerk

(32) 46/154

INST: 00015755
BK: 807 Pg: 117WARRANTY DEED

WE, JAMES V. GALLAGHER of 11 Eastern Avenue^{Cranston}, Rhode Island and
MARGARET E. GALLAGHER-ELMER of 4.2 Connor's Farm Dr.^{Smithfield}, Rhode Island, for
and in consideration of the sum of \$40,000.00, grant to THE SMITHFIELD LAND TRUST,
its successors, nominees or assigns, a body politic and corporate and public instrumentality, with
a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, with WARRANTY
COVENANTS:

That parcel of land situated on Farnum Pike in the Town of Smithfield, County of
Providence, State of Rhode Island, being fully described on Exhibit A attached hereto and made
a part hereof.

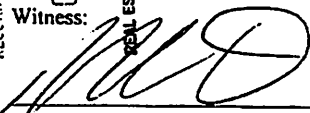
Being the same premises conveyed to these Grantors by Administrator's Deed of James
V. Gallagher, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent
Gallagher, dated July 9, 1990 and recorded in the Land Evidence Records of the Town of
Smithfield on August 9, 1990 at 10:11 a.m. in Book 121 at Page 1257.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantors
are residents of Rhode Island as evidenced by affidavit.

Subject to taxes assessed December 31, 2010.

WITNESS my hand and seal this 30 day of August, 2011.

Witness:



James V. Gallagher
James V. Gallagher

Witness:



Margaret E. Gallagher-Elmer
Margaret E. Gallagher-Elmer

160.00
DATE 8/30/11
RECORDED
TOWN OF SMITHFIELD
008435
RECORDING
TOWN OF SMITHFIELD

INST: 00015755
Bk: 807 Pg: 118

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In James V. Gallagher, on this 30 day of August, 2011, before me personally appeared James V. Gallagher, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public Mark F. Gault
My Commission Expires: 9/25/2013

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Margaret E. Gallagher-Elmer, on this 30 day of August, 2011, before me personally appeared Margaret E. Gallagher-Elmer, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public Mark F. Gault
My Commission Expires: 9/25/2013

INST: 00015755
Bk: 807 Pg: 119

EXHIBIT A

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and described as follows:

A certain tract or parcel of land situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W, ten and 3/10 (10.3) feet to an iron rod; thence S 5° 29' W. Six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E, with land of Mabel C. Mowry, four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W, about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Excepting therefrom so much of the land taken by the State of Rhode Island in the layout of Farnum Pike; land conveyed to the Narragansett Electric Company by deed recorded in Book 22, Page 441; rights of the Narragansett Electric Company acquired by a Right of Way Agreement recorded in Book 144, Page 297 and rights of the Tennessee Gas Pipeline Company described in a Consent Order recorded in Book 132, Page 500.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aus 30,2011 10:41:38A