



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information  
October 16, 2013**

**ADDENDUM # 1**

**RFP # 7523364**

**TITLE: SALE OF 45 BLUEBERRY LANE NORTH KINGSTOWN, RI**

**SUBMISSION DEADLINE: Friday November 8, 2013 at 10:00 am (Eastern Time)**

**Notice to Vendors:**

**See attached Zip File which is a copy of solicitation in color**

**Thomas Bovis  
Interdepartmental Project Manager**

*Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.*

**REQUEST FOR PROPOSALS – SPLP 168  
SALE OF EXCESS LAND AND IMPROVEMENTS  
45 BLUEBERRY LANE, NORTH KINGSTOWN, RI**

**ASSESSOR'S PLAT: 158 LOT 200**



The State of Rhode Island, acting through its Department of Administration's Division of Purchases, invites proposals from the general public for the purchase of certain real property deemed to be excess by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals. The property comprises a single family home that is situated on approximately 1.52 acres or 66,211 square feet of land. A more detailed property description and instructions to offerors are contained in the attached prospectus.

Richard A. Licht, Director  
Rhode Island Department of Administration

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

**IDENTIFICATION AND DESCRIPTION OF THE PROPERTY**

The State of Rhode Island, acting through its Department of Administration's Division of Purchases, offers for sale a single family structure that is located at 45 Blueberry Lane in the Town of North Kingstown. The Property comprises that certain parcel identified in the Town of North Kingstown's Tax Assessor's Records as Plat 158 Lot 200.

**AREA/NEIGHBORHOOD DESCRIPTION**

The Property is located on a quiet cul de sac in the Quidnessett neighborhood of the northeastern section of the town. The neighborhood is bounded by Post Road (US Route 1) to the west, Essex Road to the north, Narragansett Bay to the east and Quonset Point to the south. The area is predominately residential in nature with a mix of old and new housing stock. The sections that are closer to Post Road are mostly average size homes with a trend to larger size homes as you travel east toward the bay. The Quidnessett Country Club and Condominiums are located in this neighborhood.

**SITE DESCRIPTION**

**SITE**

Area: 66,211 square feet or 1.52 Acres

Utilities:

- Public Water
- Private Sewer
- Public Electric
- Public Gas

Zoning: VR20 – Village Residential

FEMA Map #: The Property is not located in a designated flood zone hazard area as depicted on the FEMA National Flood Insurance Rate Map entitled Community Panel #44009C0102H and dated 10/19/2010. According to the flood hazard map, the Property is situated within a Zone "X" non-flood hazard area.

Easements: There is a fresh water main easement that runs through the western section of the site. This main is underground and a structure cannot be constructed in this area. The easement lies within an excess portion of land on the western portion of the site. (See Exhibit 9)

## IMPROVEMENT DESCRIPTION

Type:	Detached Single Family
Style:	Ranch
Year Built:	1970
Total Rooms:	6
Bedrooms:	3
Baths:	2
Square Footage:	1,196
Basement:	Full (Walk Out)
Heating:	Forced Warm Air
Fuel:	Gas
Electrical:	100 AMP with breakers
Cooling:	None
Garage:	2 car attached
Floors: _____	Hardwood
Walls:	Plaster
Trim/Finish:	Wood
Bath Floor:	Tile
Bath Wainscot:	Tile
Foundation Walls:	Concrete
Exterior Walls:	Wood -Shingle/Clapboard
Roof Surface:	Asphalt
Gutters/Downspouts:	Aluminum
Window Type:	Frame
Storm Sash/Insulated:	Insulated
Attic Access:	Scuttle
Amenities:	Fireplace



**FRONT VIEW OF  
SUBJECT PROPERTY**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**



**Kitchen**

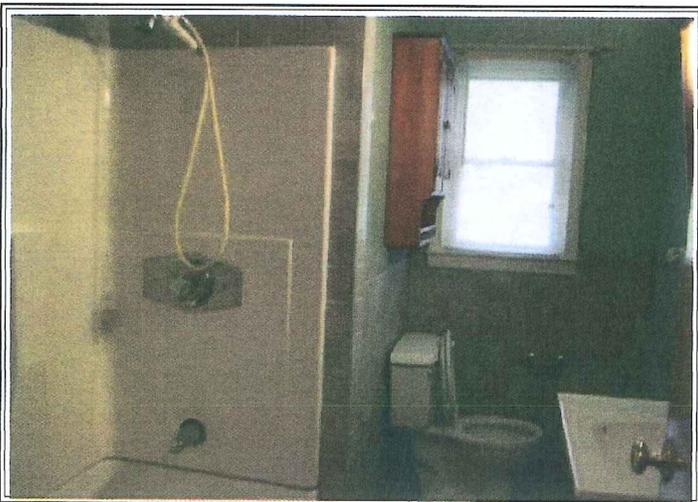
Comment:



**Living Area**

Description:  
Living Room

Comment:



**Bathroom**

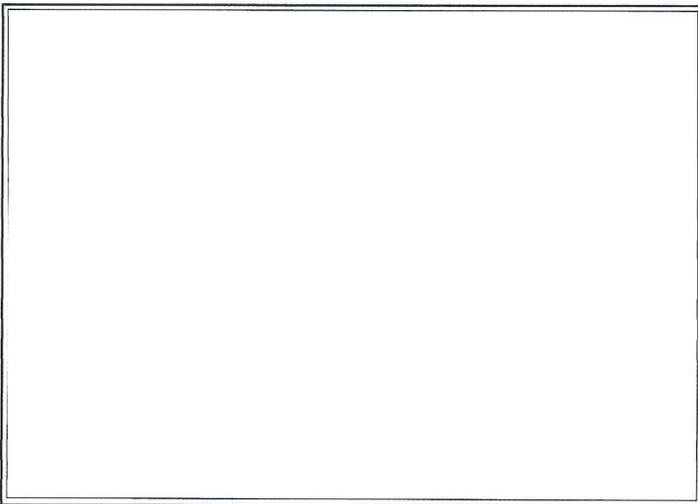
Description:  
Bath

Comment:

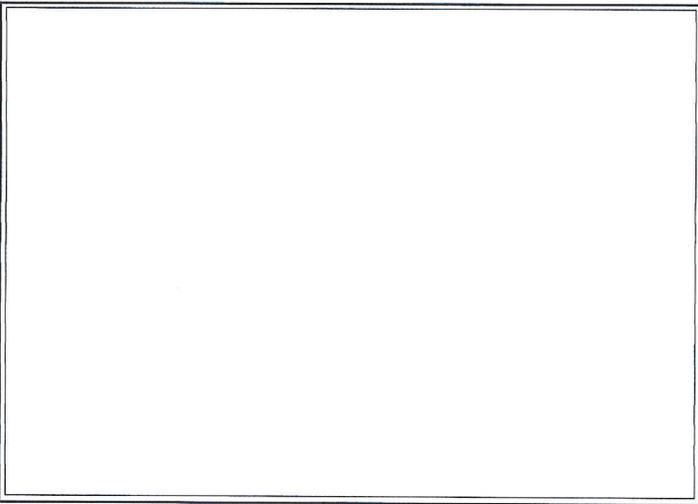


Bath

Comment:



Comment:



Comment:

**PROJECT SCHEDULE**

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

**ACTION**

**DATE & TIME**

RFP Advertisement:

10/11/2013; 10/16/2013;  
10/20/2013

Pre-Proposal Conference:

10/23/2013 (10:15-10:30  
a.m.) @ Property

Property Open For Viewing:

10/23/2013 (10:30a.m.–1:30  
p.m.)

Questions Submitted By Potential Offerors:

10/30/2013

Responses Posted On RI Purchasing Website:

11/1/2013

Proposals Due:

11/8/2013 No Later Than  
10:00 a.m.

Date of Award:

TBD

## TERMS AND CONDITIONS OF SALE

All right, title and interest conveyed by the State will be sold subject to the terms and conditions in the published notice of sale and those hereinafter set.

1. All Offerors **must** be a registered vendor on the State Purchasing website in order to submit an offer on the Property. If an Offeror experiences any problems registering as a vendor, he or she may seek assistance from the Rhode Island Division of Purchases by calling 574-8132.
2. Proposals must include a refundable bid surety deposit in the amount of five (5%) of the total gross sum offer. Surety shall be in the form of a certified or cashiers check made payable to the "General Treasurer – State of Rhode Island." The surety deposit of the successful offeror shall be retained by the State and applied to the purchase price of the Property at closing. All other surety deposits shall be returned to unsuccessful offerors after approval of a Purchase and Sales Contract by the State Properties Committee.
3. The purchase price shall be paid to the State by bank or certified check or wire transfer payable to the "General Treasurer – State of Rhode Island" within forty-five (45) on a date that is mutually agreed upon by the successful offeror/buyer and the State of Rhode Island/seller.
4. The buyer shall have thirty (30) days from the effective date of the purchase and sale contract (See EXHIBIT 7) (the "Review Period") to satisfy itself as to the acceptability and suitability of the condition of the seller's title to the Property. If the buyer notifies seller, in writing, by the expiration of the Review Period, that buyer is not in its sole discretion, satisfied with seller's title to the Property not being able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of buyer's title commitment, then Buyer may terminate the purchase and sale contract by written notice to seller, in which event the deposit and any interest earned thereon shall be returned to buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that buyer shall give seller timely notice of any title defects and, further, shall give seller, at seller's sole discretion, a reasonable opportunity to cure any such title defect
5. At the time of Closing, a bargain and sale deed, in a form acceptable to the State Properties Committee, without covenants of warranty, will be delivered to the successful offeror on receipt of the full balance of the purchase price. If the successful offeror shall fail to tender the balance of said purchase price on the closing date, the State of Rhode Island, at its option, may resell the property to the next highest offeror who responded to this Request For Proposals who shall be able to comply with the terms of the sale without

notice to the defaulting offeror and without previously tendering a deed to the defaulting offeror. Such resale shall not, however, release the defaulting offeror from liability for breach of contract, and in case of such default the State of Rhode Island shall retain the deposit posted by the defaulting offeror, together with any interest thereon, whether or not the Property is resold, without prejudice to any right which the State may have to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.

6. The Property will be sold "where is, as is" by bargain and sale deed in accordance with statutory requirements. The purchase and sale contract between the State and the successful offeror shall be subject to approval by the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids for any or no reason(s). Any subdivision and deed filing requirements of the Town of North Kingstown will be at the successful offeror's sole expense.
7. The successful offeror shall be responsible at its sole cost for the documentary deed stamps that are required to be affixed to the deed upon recordation.
8. The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding this Request For Proposals or the sale of the Property.
9. Interested parties may conduct a viewing of the Property prior to the proposal due date. The Property will be open for viewing on **Wednesday, October 23, 2013 from 10:30 a.m. to 1:30 p.m.**
10. No representations will or have been made by the State that the Property meets local, state or federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise. All permits, empowerments, permissions and grants necessary for the Property's sale and development are at the successful offeror's cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the successful offeror's risk, cost and expense.
11. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.
12. Sale of the Property to the successful offeror is contingent upon the Town of North Kingstown's statutory, pre-emptive right to purchase the Property pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended.
13. Any public utilities or municipalities having facilities under, over, or through the Property as of the date of its conveyance to the successful offeror shall have the right and easement to continue to maintain, operate, and renew their facilities within the Property, and the bargain and sale deed shall contain such condition of sale.

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

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

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

**Affidavits and Disclosures**

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

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

**No Withdrawal of Proposals**

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

**Rejection or Acceptance of Proposals**

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

**Unacceptable Proposals**

No proposal will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the State of Rhode Island upon any debt, tax, or contract, or that is a defaulter in surety or otherwise upon any obligation to the State of Rhode Island, or that has failed to perform faithfully

any previous contract with the State of Rhode Island. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form (Part IV hereof) and/or this Request for Proposals.

### **Explanations Written and Oral**

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

### **Signature of Offeror**

**Offer To Purchase** form (See EXHIBIT 1) must be completed and signed in blue ink by the offeror or his/her/its duly authorized representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf are duly empowered to do so.

### **Proposals**

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

**Pre-Proposal Conference:**

There will be a pre-proposal conference at the site on **October 23, 2013** from **10:15 a.m. – 10:30 a.m.**

**Pre-proposal Property Viewing:**

There will be a pre-proposal property viewing of the property on **October 23, 2013** from **10:30 a.m. to 1:30 p.m.**

**Questions:**

All questions regarding this Request for Proposals must be e-mailed by **12:00 p.m. on October 30, 2013** to:

Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908  
[questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov)

All questions and responses thereto shall be posted on the R.I. Division of Purchases website (as an amendment to the subject RFP) by **4:00 p.m. on November 1, 2013.**

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

**PART III – PROPOSAL FORM**

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

**PROPOSAL SUBMISSION DATE / LOCATION**

**The deadline for receipt of proposals is 10:00 A.M., November 8, 2013** at which time the timely submitted proposals will be publicly opened. The “official” time clock is located at the reception desk area for the Rhode Island Division of Purchases. The proposals must be submitted according to the requirements detailed in this document. Any and all submissions received after such date and time shall not be accepted. Proposals must be delivered to the following address.

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

Please note that one (1) original and two (2) copies of **the submission must be received in a sealed envelope that is clearly marked on the outside in the following manner:**

**REQUEST FOR PROPOSALS – SPLP 168  
SALE OF SURPLUS LAND AND IMPROVEMENTS THEREON  
45 BLUEBERRY LANE, NORTH KINGSTOWN, RHODE ISLAND  
ASSESSOR’S PLAT 158 Lot 200**

**NOTE 1: All Offerors must register on the Rhode Island Division of Purchases website in order to submit an offer on the Property.**

**NOTE 2: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.**

## PROPOSAL CONTENTS

Offerors must include the following information in the submitted proposal: (One Original (Signed In Blue Ink) and Two Copies)

### 1. Letter of Transmittal

Letters of Transmittal must accompany each proposal signed in blue ink by the offeror or a duly authorized representative.

### 2. Offer To Purchase

Offerors must submit a completed OFFER TO PURCHASE FORM (See EXHIBIT 1) signed in blue ink with the Letter of Transmittal.

### 3. Affidavits (Non-Collusion & Non-Conviction)

### 4. Disclosure Form (If Corporation/Partnership/Limited Liability Company) with appropriate Certificate of Authority

### Price Offered

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

### Proposal Evaluation, Selection and Award Schedule

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

## EVALUATION CRITERIA

**Price Offered to the State: 100 POINTS**

**Offerors shall include an offer price (OFFER TO PURCHASE FORM) to the State for the subject property. The price offered is the sole criteria for evaluation.**

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

# EXHIBIT 1

**OFFER TO PURCHASE**

**On this date and in accordance with the terms and conditions set forth in the Request For Proposals - SPLP 168, the offer to purchase that certain parcel of real estate deemed surplus to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, located at 45 Blueberry Lane in the Town of North Kingstown, Rhode Island, is as follows:**

Amount: \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

Also, as required by the terms of the offering, bid surety in the amount 5% of the total amount offered, in the form of a cashier's or certified check made payable to "State of Rhode Island – General Treasurer" is enclosed.

This offer is made and surety submitted on behalf of:

Name of Individual, Business, or Corporation: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City/Town, State: \_\_\_\_\_

By a duly authorized agent:

Name (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date:    /    / 2013

Witnessed:

Name (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date:    /    / 2013

# EXHIBIT 2

**AFFIDAVIT OF NON-COLLUSION (Form 1)**

**SPLP 168  
Sale of 45 Blueberry Lane  
North Kingstown, Rhode Island  
Lots 200 of Tax Assessor's Plat 158**

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (City/Town, State)

being of lawful age, duly sworn, state that I am an Agent authorized by the Proposer to submit the attached Request for Proposals on the Proposer's behalf. That the proposal filed herewith is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation. That such proposal is genuine and not collusive or a sham; that said Proposer has not, directly or indirectly induced or solicited any other Proposer to put in false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone else shall refrain from proposing. That said Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any to fix the proposal price of said proposal or to fix any cost element of such proposal price of said Proposer or any other Proposer, or to secure any advantage against anyone interested in the proposal. That there has been no discussion between Proposers and any official of the Rhode Island Department of Administration or the Division of Public Safety of or any employees of the Rhode Island Department of Administration or the Division of Public Safety of concerning exchange of money or other things of value for special consideration in submitting a sealed proposal. That all statements contained in such proposal are true; that Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto to other parties.

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

Signed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

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

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

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

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

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

Affix seal

# EXHIBIT 3

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

**SPLP 168  
Sale of 45 Blueberry Lane  
North Kingstown, Rhode Island  
Lots 200 of Tax Assessor's Plat 158**

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any current violation of a state or federal antitrust statute;

- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (e) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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

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

Signed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

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

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

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

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

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

Affix seal

# EXHIBIT 4



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Department of Administration

STATE PROPERTIES COMMITTEE  
One Capitol Hill  
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, under oath make affidavit  
(state full name of corporation)  
and say that the following, the officers and directors of said \_\_\_\_\_ corporation,  
(identify as business, non-business, professional)  
having been duly elected and/or appointed to:

President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_

State of Incorporation \_\_\_\_\_  
Principle Place of Business \_\_\_\_\_

DIRECTORS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STOCKHOLDERS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

**CERTIFICATE OF AUTHORITY  
(CORPORATION)**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
said corporation, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

Secretary

# EXHIBIT 5



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Department of Administration

STATE PROPERTIES COMMITTEE  
One Capitol Hill  
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

1. Name of partnership (if any) \_\_\_\_\_
2. Type or character of business \_\_\_\_\_
3. Location of Principal Place of Business \_\_\_\_\_
4. Name of individuals having legal title to the property under lease to the State of Rhode Island:  
(complete only when subject partnership is landlord)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

6. Name and place of residence of each partner, general and limited partners being respectively designated:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>	<u>TYPE OF ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby under oath make affidavit in my capacity as a partner and state that this certificate of disclosure is complete, true, and correct.

\_\_\_\_\_  
Signature of Partner Filing Certificate

\_\_\_\_\_  
Date

STATE OF RHODE ISLAND

COUNTY OF

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

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

**CERTIFICATE OF AUTHORITY  
(PARTNERSHIP)**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
partnership seal of said partnership, this \_\_\_\_ day of \_\_\_\_\_ 2013.

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

Secretary

# EXHIBIT 6

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Department of Administration**  
**State Properties Committee**  
**One Capitol Hill**  
**Providence, RI 02908**

**CERTIFICATION OF DISCLOSURE OF LIMITED LIABILITY COMPANY**

The undersigned hereby certifies to the State Properties Committee under oath that \_\_\_\_\_, LLC is a limited liability company authorized by the Secretary of State to conduct business in Rhode Island and that the following information is true and accurate:

**Business address:** \_\_\_\_\_

**Agent for Service:** \_\_\_\_\_  
(Name) (Address)

**Member(s):**

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

The property under consideration for purchase or lease covered by this certificate is identified as:

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

IN WITNESS THEREOF, I hereby set my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Member)

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

Signed and sealed before me in the City/Town of \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

**CERTIFICATE OF AUTHORITY  
(LIMITED LIABILITY COMPANY)**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the limited  
liability company seal of said limited liability company, this \_\_\_\_ day of  
\_\_\_\_\_ 2013.

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

Secretary

# EXHIBIT 7

**DRAFT**  
**PURCHASE AND SALE CONTRACT**

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS acting by and through its Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, whose principal address is 14 Harrington Road, Cranston, RI 02920, hereinafter called the "Seller," agrees to sell and \_\_\_\_\_ whose principal address is \_\_\_\_\_, hereinafter called the "Buyer," agrees to buy for good and valuable consideration upon terms hereinafter set forth, that certain parcel of land containing approximately **1.52 acres** located at **45 Blueberry Lane, North Kingstown, RI** and further identified in the land evidence records of the Town of North Kingstown as **Assessor's Plat 158 Lot 200**, (the "Property") and as more specifically described in Exhibit A attached hereto and made of part hereof.

1. The Property is to be conveyed "as is" by bargain and sale deed and said deed shall convey all the Seller's right title and interest in and to the aforesaid Property.
2. The purchase price for the Property shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Purchase Price") of which \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) has been paid by the Buyer to the Seller (the "Deposit") and the balance of which shall be paid to Seller upon the delivery and recording of the deed, hereinafter called the "Closing." The balance of the Purchase Price shall be paid to the Seller by wire transfer or certified check at the Closing .
3. Full possession of the Property is to be delivered at the Closing, the Property to be then: (a) free of tenants and occupants and in the same condition as it is now in, reasonable wear and tear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in the deed cited above. As set forth in Paragraph 6, below, the Buyer shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with terms of this clause and to conduct any other inspections necessary.
4. The Closing shall be scheduled for a date and time to be determined by agreement of the Buyer and the Seller, but in no event later than November 30, 2012. The deed and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by the Buyer/Seller and other necessary instruments are to be prepared by the Buyer and/or Escrow Agent. Buyer and Seller shall execute such additional closing documents as are customary and reasonable. Time is of the essence to this contract.

5. The Buyer shall have sixty (30) days "Review Period" from the Effective Date of this contract to examine title to the Property. If Buyer notifies Seller by the expiration of the "Review Period" that Buyer is not in its sole discretion, satisfied with Seller's title to the property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of Buyer's title commitment, then Buyer may terminate this purchase and sale contract by written notice to Seller, in which event the deposit shall be returned to Buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect.
6. The Seller shall prepare a metes and bounds description of the Property that conforms with Exhibit A which said metes and bounds description shall be appended as an Exhibit to the deed.
7. The Seller agrees to maintain the Property in its current condition until the closing and will prevent and refrain from any use of the Property for any purposes or in any manner which would adversely affect the Buyer's intended use of the Property.
8. The terms and conditions aforesaid shall bind the heirs, successors, personal representatives and assigns of the parties, and this contract represents the final and total integration of the understanding of the parties.
9. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available to equity and law including, but not limited to specific performance and a return of the Deposit. In the event of a default by Buyer, the Seller shall retain the Deposit which shall constitute full and complete liquidated damages and Seller shall have no further remedy at law or in equity for any default by Buyer.
10. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Contract and each agrees to indemnify the other against any claim, expense, or liability that may arise from a breach of this representation and warranty. This provision shall survive closing.
11. The Property shall be conveyed subject to all restrictions set forth in Exhibit B attached hereto and made a part hereof which shall be appended as an exhibit to the deed.

12. This contract is subject to the City of Providence statutory right to purchase the Property as set forth in R. I. Gen. Laws § 37-7-5. In the event that the City of Providence exercises its statutory right to purchase the Property, then this contract shall be null, void and of no further force or effect and the Deposit shall be refunded to the Buyer and the parties shall be relieved of all further obligations or liabilities hereunder.
13. This contract is subject to final State Properties Committee approval and its execution of the deed and associated documents. In the event that the State Properties Committee does not give its approval to the sale or does not execute the deed, then Seller shall refund the Deposit and the parties shall be relieved of all further obligations or liabilities hereunder.
14. Time is of the essence to the terms and provisions of this contract.
15. Buyer may, with prior written notice to Seller and subject to State Properties Committee approval, assign or otherwise transfer its interest under this contract to any entity directly controlled by Buyer or any entity directly controlled by Buyer and created by Buyer for the purpose of taking title to the Property (a "**Buyer Affiliate**"); provided, however, that no such assignment shall relieve Buyer of its obligations or liabilities under this contract and Buyer shall remain fully liable pursuant to the terms of this contract. For the foregoing purposes "control" shall mean ownership of 51% or more of the ownership interests of the applicable entity. Subject to the foregoing, this contract shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.
16. This contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.
17. If any term or provision of this contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, but the remainder of this contract and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.
18. All notices, requests, demands or other communications required or permitted under this contract shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed as follows:

If to Seller: Craig S. Stenning  
Director  
Department of Behavioral Healthcare,  
Developmental Disabilities and Hospitals  
Barry Hall  
14 Harrington Road  
Cranston, RI 02920

with a copy to:

Kate Breslin-Hardin, Esq.  
Department of Behavioral Healthcare,  
Developmental Disabilities and Hospitals  
Barry Hall  
14 Harrington Road  
Cranston, RI 02920

If to Buyer: \_\_\_\_\_  
with a copy to:

All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this section. Notices may be given by a party hereto or by its legal counsel.

19. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty (that is, damage or destruction which Seller reasonably believes could be in excess of \$50,000.00), then Buyer shall have the option (to be exercised within twenty (20) days after Seller notifies Buyer of such event) either to terminate this contract or to consummate the transaction contemplated by this contract notwithstanding such destruction or material damage. Buyer's failure to make such an election within such twenty (20) day period shall be deemed an election to consummate the transaction. If Buyer elects to consummate the transaction contemplated by this contract, Buyer shall be entitled to settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall at Closing and thereafter, execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items or insurance proceeds with respect thereto collected by Seller on or before Closing and in connection with an event of damage or destruction to the Property, credit the Buyer at Closing with the amount of any applicable property insurance deductible.

If, prior to Closing, there is any other damage or destruction (that is, damage or destruction which Seller reasonably believes would cost \$50,000.00 or less to repair), then Seller shall either repair such damage prior to Closing or allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of repair, in which case Seller shall retain all insurance proceeds applicable to such damage or destruction.

20. The "Effective Date" of this contract shall be the date when it receives approval and signatures of the State Properties Committee.

IN WITNESS WHEREOF, the parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SELLER:

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

**STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION**

\_\_\_\_\_  
Craig S. Stenning  
Director

State of Rhode Island  
County of Providence

In Providence on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Craig S. Stenning, to me known and known by me to be the Director of Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals.

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

**BUYER:**

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

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

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

\_\_\_\_\_

On \_\_\_\_\_, 2013, before me, the undersigned, a notary public for the \_\_\_\_\_, personally appeared

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

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

My commission expires:

**STATE PROPERTIES COMMITTEE**

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

**APPROVED AS TO TERMS AND CONDITIONS:**

**APPROVED AS TO FORM:**

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

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

**APPROVED AS TO SUBSTANCE:**

**APPROVED:**

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

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

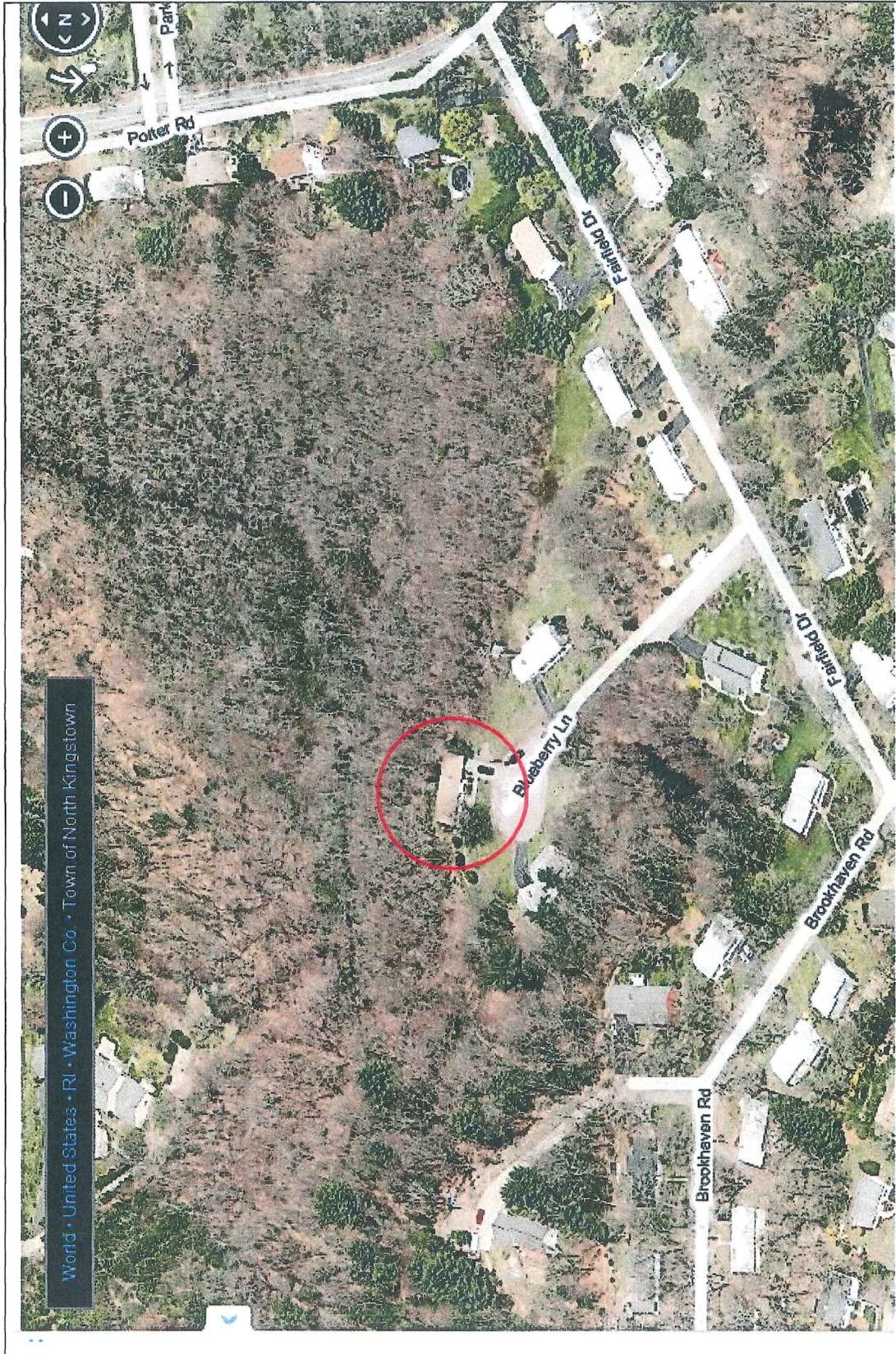
## Exhibit B

Attached hereto and made a part hereof:

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

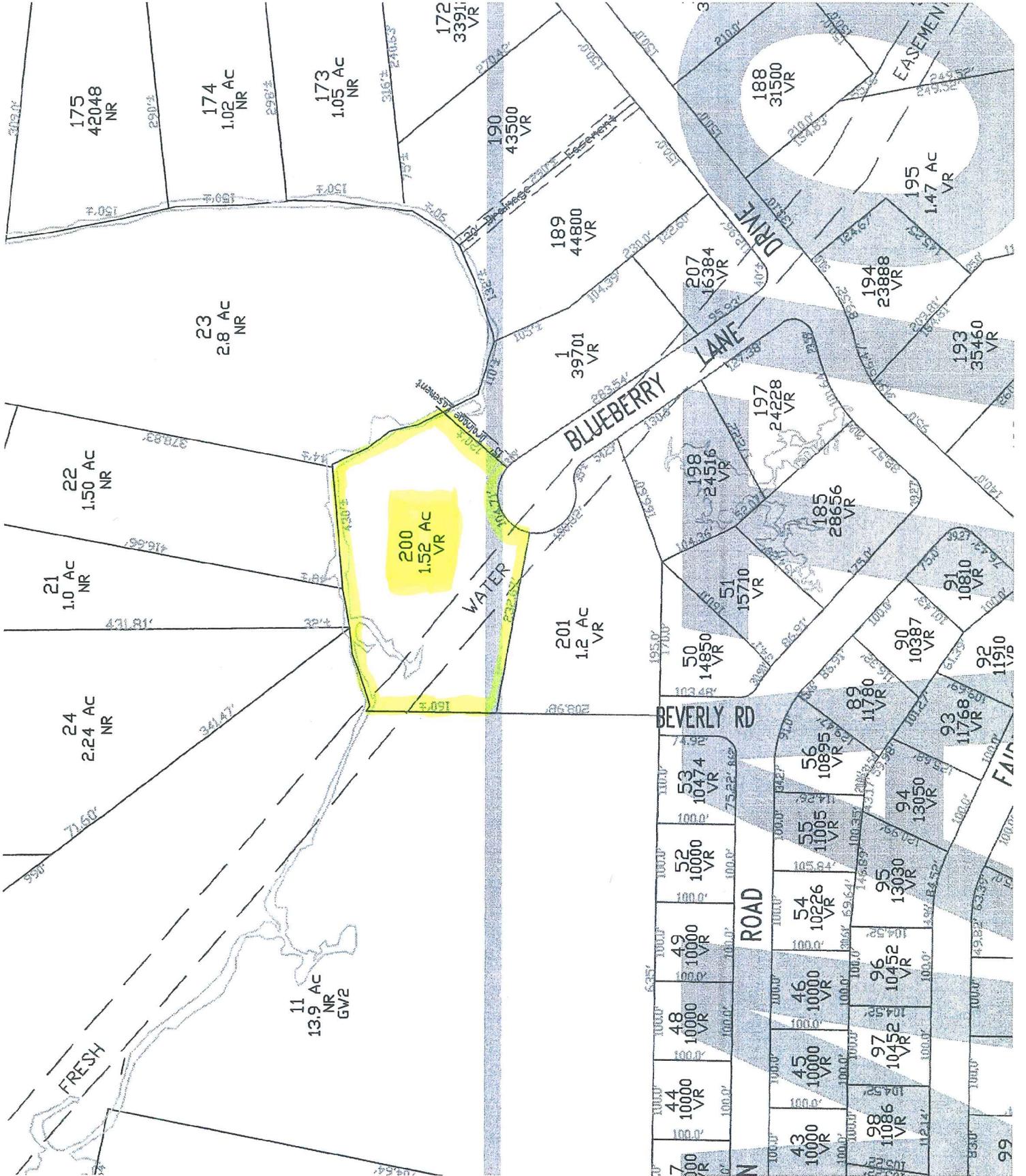
1. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.
2. The Grantee will indemnify, save harmless and defend the Grantor, State of Rhode Island, its departments, agencies and or employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the "Rhode Island Hazardous Waste Management Act," R. I. Gen. Laws § 23-19.1-1, *et seq.*; the "Rhode Island Hazardous Substances Act," R.I. Gen. Laws § 23-24-1, *et seq.*; the "Rhode Island Rules and Regulations for Hazardous Waste Management", (2005); the "Oil Pollution Control Act," R.I. Gen. Laws § 46-12.5.1-1, *et seq.*; the "Comprehensive Environmental Response, Compensation and Liability Act", as amended, 42 U.S.C. 9601, *et seq.*; and the "Resource Conservation and Recovery Act," as amended, 42 U.S.C. 6901, *et seq.*, on, beneath, above or under the parcel of land herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under R.I. Gen. Laws § 23-19.1-1, *et seq.*, as amended or otherwise, and R.I. Gen. Laws § 46-12.5.1-1, *et seq.*, as amended or otherwise.

# EXHIBIT 8



**45 BLUEBERRY LANE  
NORTH KINGSTOWN, RI**

# EXHIBIT 9



# EXHIBIT 10



R.I. REAL ESTATE SALES DISCLOSURE FORM  
RHODE ISLAND ASSOCIATION OF REALTORS®



DATE \_\_\_\_\_ PROPERTY ADDRESS 45 BLUEBERRY LANE  
NORTH KINGSTOWN, RI

Seller STATE OF RHODE ISLAND Current Address \_\_\_\_\_

"Prior to the signing of an agreement to transfer real estate (vacant land or real property and improvements consisting of a house or building containing one (1) to four (4) dwelling units), Seller is providing Buyer with this written disclosure of all deficient conditions of which Seller has knowledge. This is not a warranty by Seller that no other defective conditions exist, which there may or may not be. Buyer should estimate the cost of repair or replacement of deficient conditions prior to submitting an offer on this real estate. Buyer is advised however not to rely solely upon the representation of Seller made in this disclosure, but to conduct any inspections or investigations which Buyer deems to be necessary to protect his or her best interest." Nothing contained herein shall be construed to impose an affirmative duty on the Seller to conduct inspections as to the condition of this real estate.

Please indicate by a check mark for "Yes" or "No," or mark "UK" (Unknown), if you do not have actual knowledge of the property conditions.

1. Seller Occupancy Seller has occupied property? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, number of years: NOT CURRENTLY OCCUPIED  
2. Year Built 1970 Additions: \_\_\_\_\_ Year: \_\_\_\_\_  
3. Roof (Shingles) Age: UK # of Layers: UK  
4. Fireplaces # 1 #Working: \_\_\_\_\_ Maintenance History NOT USED PER GROUP HOME REGULATIONS  
5. Wood Burning Stove Yes \_\_\_\_\_ No  If yes, when installed? \_\_\_\_\_ Permit received? Yes (attach copy) \_\_\_\_\_ No \_\_\_\_\_  
6. Insulation Wall/type: UK Ceiling/Type: UK Floor/Type: UK Unknown   
7. Radon "Radon has been determined to exist in the State of Rhode Island. Testing for the presence of Radon in residential real estate prior to purchase is advisable." Has building been tested for Radon? Yes \_\_\_\_\_ No  If yes, # of Pico curies/liter: \_\_\_\_\_  
Copy of test available? Yes \_\_\_\_\_ No \_\_\_\_\_ Was any action taken? \_\_\_\_\_  
8. Electrical Service Fuses \_\_\_\_\_ Circuit Breakers  Amps: 200 Unknown (NEW 2012)  
9. Heating System Type: FWA Age: 20 1/2 oil fuel, size of tank: \_\_\_\_\_ Underground tanks on property? Yes (Size?) \_\_\_\_\_ No \_\_\_\_\_  
Number of zones of heat: 1 Any supplemental heating? N If yes, what kind? \_\_\_\_\_  
10. Domestic Hot Water Heating Source: NAT GAS If a separate tank, capacity: 50 gal. Age: 8 Rented Hot Water Heater? Yes \_\_\_\_\_ No \_\_\_\_\_

11. Sewage System Type (private, public or both): PRIVATE (ISDS) If public system available, is it connected? Yes \_\_\_\_\_ No \_\_\_\_\_  
If public, Assessment (If any): \_\_\_\_\_ Minimum Annual Fee: \$ \_\_\_\_\_  
If private, Cesspool \_\_\_\_\_ Septic  Leach field \_\_\_\_\_ Galleys  #Bedrooms/per ISDS Design: 3  
Other Connections (Drywell, etc.): \_\_\_\_\_ Location: \_\_\_\_\_  
Date installed: \_\_\_\_\_ Maintenance History (Any Failure): \_\_\_\_\_  
Sanitation Company used: RE SEPTIC SERVICES Last pumped: AUGUST 2012  
12. Water System Public  Filtration System? Yes \_\_\_\_\_ No   
Private \_\_\_\_\_ If private: "Buyer understands that this property is, or will be served by a private water supply (well) which may be susceptible to contamination, availability, and potentially harmful to health. If a public water supply is not available, the private water supply must be tested in accordance with regulations established by the RI Department of Health pursuant to R.I.G.L. Section 23-1-5.3. The Seller of that property is required to provide the Buyer with a copy of any private water supply (well) testing results in the Seller's possession and notify the Buyer of any known problems with the private water supply (well)."  
Dug well or drilled well? \_\_\_\_\_ Depth: \_\_\_\_\_ Location: \_\_\_\_\_ Filtration System? Yes \_\_\_\_\_ No \_\_\_\_\_  
Is well water inspection certificate available? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach copy \_\_\_\_\_

13. Property Tax \$ \_\_\_\_\_ for fiscal/calendar year ending \_\_\_\_\_ Tax Rate: \_\_\_\_\_ Current Exemptions: YES - STATE OWNED  
14. Deed Type of deed to be conveyed: \_\_\_\_\_ #of parcels conveying: DNE  
15. Zoning "Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances; including, but not limited to ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances. If the subject property is located in a historic district, that fact must be disclosed to the buyer, together with the notification that property located in a historic district may be subject to construction, expansion, or renovation limitations. Contact the local building inspection official for details."  
Classification: \_\_\_\_\_ Is the current use a permitted use under the current zoning regulations? Yes  No \_\_\_\_\_ Unknown \_\_\_\_\_  
If no, explain: \_\_\_\_\_  
Is the current use non-conforming in any other way? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
If yes, explain: \_\_\_\_\_  
16. Restrictions Plat or other? Yes UK No \_\_\_\_\_ Copy available to Buyer: \_\_\_\_\_  
17. Building Permits Have you applied for or been granted a special permit for this property? Yes a No \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
Have building permits been obtained for all required construction and/or renovation while you have owned the property?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If no, explain: UK  
18. Building Code/or Minimum Housing Violations: UK  
19. Flood Plain Is the property located in a flood plain? Yes \_\_\_\_\_ No  Unknown \_\_\_\_\_  
Is there flood insurance on the property? Yes \_\_\_\_\_ No  If yes, \$ \_\_\_\_\_ per year.  
20. Wetlands The location of coastal wetlands, bays, fresh water wetlands, ponds, marshes, river banks or swamps, as those terms are defined in RIGL 2-1 and the associated buffer areas may impact future property development. If known, Seller must disclose to the Buyer any such determination on all or part of the land made by the Department of Environmental Management.  
Has all or part of property been determined to be coastal wetland, bog, freshwater wetland, pond, marsh, river bank or swamp?  
Yes (Explain) SEE EXHIBIT 5 IN RFP DOCUMENT No \_\_\_\_\_ Unknown \_\_\_\_\_  
21. Megan's Law If the Buyer is concerned about convicted felons in the neighborhood, he/she should contact the local police authority.

**MISCELLANEOUS**

22. Condo/Assoc. Fees Monthly Condo/Association Fee: \$ NA Outstanding Assessments: \$ \_\_\_\_\_

23. Multi-family or Other Rental Property Are income and expense figures available? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach copies \_\_\_\_\_  
 Lease(s) period: \_\_\_\_\_ Copies available? Yes \_\_\_\_\_ No \_\_\_\_\_ Number of Units: \_\_\_\_\_  
 Are the existing rents current? Yes \_\_\_\_\_ No \_\_\_\_\_ Security Deposits \_\_\_\_\_  
 Are all units legal for the current zoning and use? Yes \_\_\_\_\_ No \_\_\_\_\_ Appliances Offered: \_\_\_\_\_

24. Pools & Equipment Age of pool: NA Maintenance history: \_\_\_\_\_  
 Was a permit obtained for the pool? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

25. Lead Contamination "Every Purchaser of any interest in residential property is notified that such property may present exposure to lead from lead-based hazards that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential property is required to provide the Buyer with any information on lead or lead hazards in paint, interior dust, soil, or water from risk assessments or inspections in the Seller's possession and notify the Buyer of any known or potential lead or lead-based hazards, and must receive a lead disclosure and educational brochure. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase." Have you ever had a lead paint inspection conducted? Yes \_\_\_\_\_ No \_\_\_\_\_ UK  
 If yes, copy of report available. Yes \_\_\_\_\_ No \_\_\_\_\_

26. Smoke/Carbon Monoxide Detectors Installed and functioning? Yes  No \_\_\_\_\_ Seller is required to provide certificate from the local fire official within 60 days prior to closing in Rhode Island attesting that smoke and carbon monoxide detectors have been properly installed.

**STRUCTURE**

Do any defects/malfunctions exist in any of the following? Mark Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).

Y	N	UK	NA		Y	N	UK	NA		Y	N	UK	NA					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Basement					Electrical System(s)									Roof
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Bulkhead/Hatchway					Exterior Walls									Sewer/Septic System
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	29	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Ceilings					Floors									Sidewalks
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Chimney(s)					Foundation/Slab(s)									Walls/Fences
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Doors					Interior Walls									Water System/Well Equip.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Driveway(s)					Plumbing									Windows
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33	<u>(REAR BATHROOM)</u>													
				Other Structural Components (Describe) _____														

If the answer to any of the items is Yes (Y), please explain. (Attach additional sheets if necessary.) \_\_\_\_\_

**EQUIPMENT / SYSTEMS**

Does any item, equipment or system in or on the property and conveying with the sale need repair or replacement? Mark Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).

Y	N	UK	NA		Y	N	UK	NA		Y	N	UK	NA					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	57	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Satellite Dish
				Alarm/Security System					Generator									Sump Pump
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash Compactor
				Ceiling/Whole House Fan					Hot Tub/Sauna									Washer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	48	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Treatment System
				Central Air Conditioning					Hot Water Tank/Storage									Wood/Coal Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	71	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
				Central Heat System					Intercom System									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	72	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
				Central Vac/Equipment					Jacuzzi/Whirlpool									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	51	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	62	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	73	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
				Dishwasher					Kitchen Stove/Oven									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	52	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	63	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	74	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Dryer					Lawn Sprinkler System									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	53	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Freezer					Lighting Fixtures									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	54	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	76	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Garage Door Opener(s)					Pool									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	55	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	77	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Garbage Disposal					Pool Equipment									_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	56	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	67	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	78	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
				Gas-Fired Fireplace					Refrigerator									_____

If the answer to any of the items is Yes (Y), please explain. (Attach additional sheets if necessary.)

49. - GAS FURNACE MUST BE REPLACED; HOLE IN HEAT EXCHANGER - BLOWER FAN MOTOR SEIZED

Do any of the following conditions exist? Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).

	Y	N	UK	NA		Y	N	UK	NA	
CONDITIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	79 Aluminum Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	96 Soil Movement
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	80 Asbestos	Structural Repairs:				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81 Cemetery or Burial Ground on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	97 Previous Foundation Repairs
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	82 Diseased Tree(s) within 100' of Dwelling/Outbuilding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	98 Previous Roof Repairs
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83 Easement(s) or Right(s) of Way on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	99 Other Structural Repairs
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84 Endangered Species/Habitat on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	100 Subsurface Structure(s) or Pit(s)
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85 Hazardous or Toxic Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	101 Synthetic Stucco / EIFS
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	86 Hazardous or Toxic Waste Site Within 1 Mile	Termites or Other Wood-Destroying Insects:				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87 Improper Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	102 Active Infestation
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88 Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	103 Previous Treatment
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	89 Located in 100 Year Floodplain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	104 Previous Damage Repaired
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90 Present Flood Insurance Coverage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105 Damage Needing Repair	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91 Previous Fire/Smoke Damage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 Current Service Contract	
				Previous Flooding:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107 Toxic Mold	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92 Into the Improvements (BASEMENT)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	108 Ureaformaldehyde Insulation	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93 Onto the Property	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	109 Water Penetration	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94 Septic System Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	110 Water Quality Problems	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	95 Settling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111 Wood Rot (EXTERIOR TRIM)	

If the answer to any of the conditions is Yes (Y), please explain. (Attach additional sheets if necessary.)

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COMMENTS

Additional Comments: \_\_\_\_\_

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STATEMENT

Any agreement to transfer real estate shall contain an acknowledgment that a completed real estate disclosure form has been provided to the Buyer by the Seller in accordance with the provisions of this section. This form has been designed to meet the Real Estate Disclosure requirements of Rhode Island General Law 5-20.8. Seller acknowledges that the above property information is accurate, true and complete to the best of his knowledge, and that no information concerning the property has been knowingly withheld. Seller further acknowledges that the legal and/or tax consequences of this real estate sale and all transactions related thereto may be best discussed with an attorney, accountant, or other appropriate party and that Seller has not relied on the Real Estate Broker or Agent for such advice. Seller is obligated to report to the Broker or Agent any known changes prior to sales agreement and prior to closing.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer Receipt \_\_\_\_\_ Date \_\_\_\_\_ Buyer Receipt \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT 11



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

38 State Street  
Providence, R. I. 02908

RECEIVED  
SEP 1 1988  
FACILITIES & MAINTENANCE  
SERVICES

To: Rhode Island Dept. MHRH  
Box 8268  
Cranston, R.I. 02920

Date: August 23, 1988

Plat 158 Lot 200

Application No. 8723-317

Street Location: 45 Blueberry Lane  
North Kingstown

## CERTIFICATE OF CONFORMANCE

This Certificate of Conformance means that the Individual Sewage Disposal System which has been installed under the above application number appears to substantially conform with that indicated on the plan and specifications submitted. PERMISSION IS THEREFORE GRANTED FOR OCCUPANCY OF THE BUILDING AND FOR UTILIZATION OF THE SEWAGE DISPOSAL SYSTEM. By forwarding a copy of this certificate to the municipal building official, he is hereby authorized to issue a Certificate of Occupancy for the building provided all other local requirements have been met.

This Certificate is based solely upon the representations of the Owner and his agents who are responsible for the proper installation of this system. The Department of Environmental Management has approved the application in reliance upon those representations and is not responsible for any of the construction notes, details, specifications, distances or elevations indicated on the application, plan or specifications.

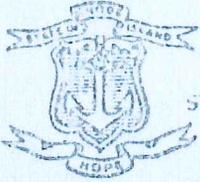
This approval is subject to future suspension and revocation in the event that subsequent examination reveals any of the data indicated on any application, plan or specifications to be incorrect, or not in compliance with applicable regulations or in the event that the system discharges sewage on or to the surface of the ground, or, on or to any watercourse or, fails to operate satisfactorily in any other manner.

Authority: T. Turner

Individual Sewage Disposal Section  
Division of Land Resources  
Department of Environmental Management

Refer to Reverse Side  
cc: Building Inspector

BLUEBERRY LAKE



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
75 Davis Street , Room 209  
Providence, R.I. 02908

RECEIVED

MAR 22 1988

FACILITIES & MAINTENANCE

NOTICE OF APPROVAL

ATTACHED IS YOUR APPROVED APPLICATION FOR AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM AND ACCOMPANYING PLANS. PRIOR TO COMMENCING ANY CONSTRUCTION OF THE BUILDING FOUNDATION OR SEWAGE DISPOSAL SYSTEM, THOROUGHLY READ AND REVIEW THE ENTIRE APPROVAL PACKAGE. PAY PARTICULAR ATTENTION TO ALL DISTANCE, SIZE AND ELEVATION REQUIREMENTS; AND ALL OTHER CONSTRUCTION REQUIREMENTS, TERMS OF APPROVAL AND INSPECTION REQUIREMENTS. EACH REQUIREMENT ON YOUR APPROVED APPLICATION AND ACCOMPANYING PLANS MUST BE STRICTLY ADHERED TO. NON-COMPLIANCE WITH THE APPROVAL WILL PLACE YOU IN VIOLATION OF THE RULES AND REGULATIONS OF THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT PERTAINING TO INDIVIDUAL SEWAGE DISPOSAL SYSTEMS WHICH MAY RESULT IN THE SUSPENSION OF YOUR APPROVAL.

REFER TO PUBLIC INFORMATION BULLETIN NUMBER 5-SD (ON THE REVERSE SIDE) FOR GUIDELINES REGARDING YOUR APPROVED APPLICATION FOR AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

SPECIAL NOTICE

IF YOUR LOT IS WITHIN 200 FEET OF THE OCEAN, A SALT WATER MARSH, OR POND, OR, IN ANY OTHER AREA SUBJECT TO REVIEW BY THE COASTAL RESOURCES MANAGEMENT COUNCIL, YOU MUST PURSUE SUCH BY NOTIFYING THEM AT OLIVER H. STEDMAN GOVERNMENT CENTER, TOWER HILL ROAD, WAKEFIELD, RHODE ISLAND 02879 (277-2476).

DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT  
DIVISION OF LAND RESOURCES  
INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

REFER TO REVERSE SIDE

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
DIVISION OF LAND RESOURCES  
INDIVIDUAL SEWAGE DISPOSAL SYSTEM APPLICATION (2179)

WET SEASON DESIGN DEPTH: EL 95.3 FEET  
 WET SEASON THA DISC.# W87334  
 1987

EXPLAIN HOW DETERMINED:  
 WET SEASON DESIGN DEPTH: EL 95.3 FEET  
 WET SEASON THA DISC.# W87334  
 1987

ENGINEER/SURVEYOR:  
 DONALD L. DAVIS  
 REPRESENTING:  
 ALPHA ASSOCIATES  
 TELEPHONE NO. 804 8506  
 TITLE: ELS

DISPOSITION OF APPLICATION (ENVIRONMENTAL MANAGEMENT DEPT. USE ONLY)  
 THIS APPLICATION ATTACHED PLAN AND SPECIFICATIONS ARE HEREBY:  
 APPROVED  RENEWED  TRANSFERRED  DENIED  
 OWNER'S SIGNATURE

OWNER'S NAME: RHODE ISLAND DEPT. MHRH  
 MAILING ADDRESS: Box 8268 GRANSTON RI 02920  
 CITY/TOWN: GRANSTON  
 STATE: RI  
 ZIP CODE: 02920

OWNER'S SIGNATURE: [Signature]  
 TELEPHONE NO. 401 464 3044

NO. DESIGN UNITS: 16  
 DESIGN FLOW: 150 GALLONS PER BEDROOM UNIT  
 TOTAL DAILY FLOW: 900 GALS.

APPROVED BY: [Signature]  
 TITLE: Engineer/Surveyor

REASON FOR APPLICATION FOR THIS SITE:  
 YES  NO  
 DATE: \_\_\_\_\_

IMPORTANT: NOTE (Circled) ADDITIONAL TERMS OF APPROVAL  
 A. Bottom of leaching area excavation must be inspected by the Dept. of Environmental Management prior to placement of any g. stone.  
 B. Excavation work on leaching area must be performed during dry season only (June-November).  
 C. It is essential that all distances and elevations be accurately set prior to the start of construction.  
 D. Approved per variance Board/Appeal Decision dated \_\_\_\_\_, all requirements, conditions and stipulations of which shall be strictly adhered to.  
 E. All stages of construction must be supervised by the system designer, and a written statement of findings submitted to this office.  
 F. The discharge of laundry wastes into this system is prohibited.  
 G. Other: WET SEASONS #87-1085A ACC CONDITIONS MET.

WATER TABLE DATA		PERCOLATION RATES	
DEPTH (A)	DATE	RATE	DATE
1. 29"	2-3-87	1	10-31-86
2. 29"	2-19-87	2	10-31-86
3. 7H A			
DESIGN PERC. RATE	DESIGN APP. RATE		
2	1.76		
MINIMUM REQUIRED LEACHING AREA		512 SF	

SIGNATURE OF ENVIRONMENTAL MANAGEMENT DEPT. OFFICIAL: [Signature]  
 DATE: 9/14/88  
 CONTROL NO. 82315

APPLICANT

*T. Lavery*



Blun 570 PAGE 318

RECEIVED

MAY 4 1988

FACILITIES & MAINTENANCE SERVICES

*BLUEBERRY HALL*

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Environmental Management  
DIVISION OF GROUNDWATER  
AND FRESHWATER WETLANDS  
83 Park Street  
Providence, R.I. 02903

RECEIVED

FEB 5 1988

FACILITIES & MAINTENANCE SERVICES

04 February 1988

R.I. Department of MHRH  
c/o Thomas Lavery  
Box 8268  
Cranston, RI 02920

RE: Application #87-1085D

Dear Applicant:

Kindly be advised that this Department has reviewed your request for Fresh Water Wetland Applicability Determination. Our staff has inspected the site in question located at:

CITY/TOWN: North Kingstown

located west of Potter Road, north of Fairfield Drive and north of the cul-de-sac of Blueberry Lane, Assessor's Plat 158, Lot 200, North Kingstown, RI

This inspection has revealed that Fresh Water Wetlands are present on or adjacent to the subject site which are regulated by this Department. Additionally, our review of the proposed alterations described by the site plan(s) submitted with your request to this Department and entitled:

"Wetland Determination And Septic System Repair In North Kingstown, Rhode Island for Rhode Island Dept. MHRH", prepared December 1987, and received by this Department December 24, 1987

indicate that an alteration of Fresh Water Wetlands is proposed.

It is the determination of this Department that this can be approved as an INSIGNIFICANT ALTERATION of a Fresh Water Wetland under the following special conditions:

1. Only work specifically shown on the aforementioned site plan(s) is allowed;
2. The approved site plan(s) and a copy of this letter MUST be maintained at the alteration site throughout the life of this project;

1616

3. Erosion and sedimentation controls shall be installed at the site prior to the start of construction and be properly maintained for the duration of the project, including but not limited to:
  - a) The placement of a continuous line of staked haybales or silt fence in all locations shown on the approved site plan and where otherwise necessary to prevent sediments from entering adjacent wetlands.
  - b) The placement of additional erosion - sedimentation controls as required by the Wetlands Section Staff during construction.
  - c) All disturbed areas are to be permanently stabilized with a suitable conservation grass seed mix prior to the completion of the project. Areas exposed for extended periods are to be completely covered with spread hay mulch.
  - d) All control measures will be maintained in effective condition throughout the construction period.
4. The limits of all clearing, grading and disturbance shall be kept to a minimum within the approved area of construction. All areas outside of the limits of disturbance shall remain totally undisturbed. There shall be no soil disturbance west-northwest of the line of staked haybales, as indicated on the Approved site plan.
5. Any material, man made or natural, which is in any way disturbed and/or utilized during work herein authorized shall not be deposited in any wetland or watercourse, either onsite or off-site, unless so specifically authorized in this permit.
6. Prior to commencing any work on this project, you record a copy of this permit letter in the land evidence records of the Town of North Kingstown.

Provided that your project is undertaken in strict compliance with the Special Conditions listed above, a FORMAL permit to alter Fresh Water Wetlands will not be required. Failure to comply with any of the Special Conditions listed above will render this approval null and void.

Enclosed find one copy of the above-referenced site plan(s) stamped APPROVED by the Wetlands Section.

You are hereby notified of the presence of Fresh Water Wetlands on your property. In accordance with a 1983 amendment to the Fresh Water Wetlands Act, you must disclose to any potential buyer(s) of the subject property that the Department of Environmental Management has determined that there are wetland areas under jurisdiction of the Fresh Water Wetlands Act on said property.

Please note that this does not remove your obligation to obtain any necessary permits from other state or local agencies.

If you have any questions regarding this matter, please contact Brian Lang at (401) 277-6820.

Sincerely,

*Dean H. Albro*

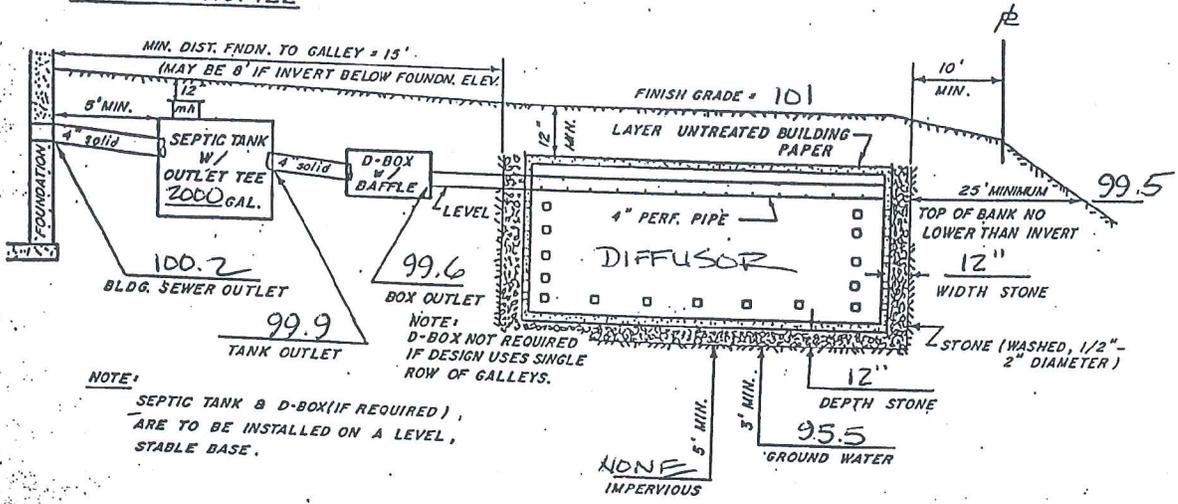
Dean H. Albro, Supervisor  
Fresh Water Wetlands Section

DHA/BKL/sir

Enclosure: Approved Site Plans

cc: ISDS  
North Kingstown Building Official

**SYSTEM PROFILE**



NOTE:  
SEPTIC TANK & D-BOX (IF REQUIRED),  
ARE TO BE INSTALLED ON A LEVEL,  
STABLE BASE.

NOTE:  
D-BOX NOT REQUIRED  
IF DESIGN USES SINGLE  
ROW OF GALLEYS.

**DIFFUSOR DATA**

INDIVIDUAL GALLEY DIMENSIONS: 1  
8 FT. L. x 4 FT. W. x 1.5 FT. H.

UNITS REQUIRED:

END UNITS	4
INTERMEDIATE	13
LOUSE	1

**CONSTRUCTION NOTES**

- 1) ALL CONSTRUCTION TO BE IN ACCORDANCE WITH DEM REG R23-1-SD.
- 2) THERE ARE NO KNOWN EXISTING OR PROPOSED DRAINS WITHIN 25' OF ISDS.
- 3) REMOVE ALL BRUSH AND TREES WITHIN 10' PERIMETER OF GALLEY.
- 4) CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION; HE SHALL NOTIFY THE DESIGNER OF ANY DEVIATIONS TO THESE PLANS WITHIN 10 DAYS BEFORE START OF CONSTRUCTION.
- 5) HEAVY EQUIPMENT SHALL NOT BE ALLOWED TO PASS OVER SYSTEM AREA; THE AREA SHALL NOT BE PAVED OVER NOR SHALL VEHICULAR TRAFFIC OR PARKING BE PERMITTED UNLESS SPECIFIED BY DESIGN.
- 6) MAINTAIN 25FT. MIN. DISTANCE BETWEEN WATER SERVICE AND ISDS. IF WATER SERVICE IS PROVIDED BY WELL, MAINTAIN 100 FT. MINIMUM DISTANCE BETWEEN ISDS AND ALL ONSITE/OFFSITE WELLS.
- 7) INSTALL OUTLET TEE IN SEPTIC TANK; D-BOX w/ BAFFLE, 3 SF MINIMUM AREA.
- 8) STRIP ALL UNSUITABLE SOILS IN GALLEY AREA 10' IN ALL DIRECTIONS TO A MINIMUM DEPTH OF 48" BACKFILL WITH APPROVED GRAVEL TO ELEVATION 100.0
- 9) THERE ARE NO KNOWN ISDS WITHIN 100' OF PROPOSED WELL UNLESS SHOWN.
- 10) THERE ARE NO KNOWN WELLS WITHIN 200' OF PROPOSED ISDS.

RECEIVED  
MAY 2 1988  
TOWN ENGINEER



**PROFILE PLAN**

ISDS - DIFFUSOR TYPE  
PLAT 158 LOT(S) 200  
in: NORTH KINGSTOWN  
for: RI DEPT. MHRH  
by: ALPHA ASSOCIATES  
35 ROCKY HOLLOW ROAD, EAST GREENWICH, RI

RECEIVED FOR RECORD LAND EVIDENCE DEED

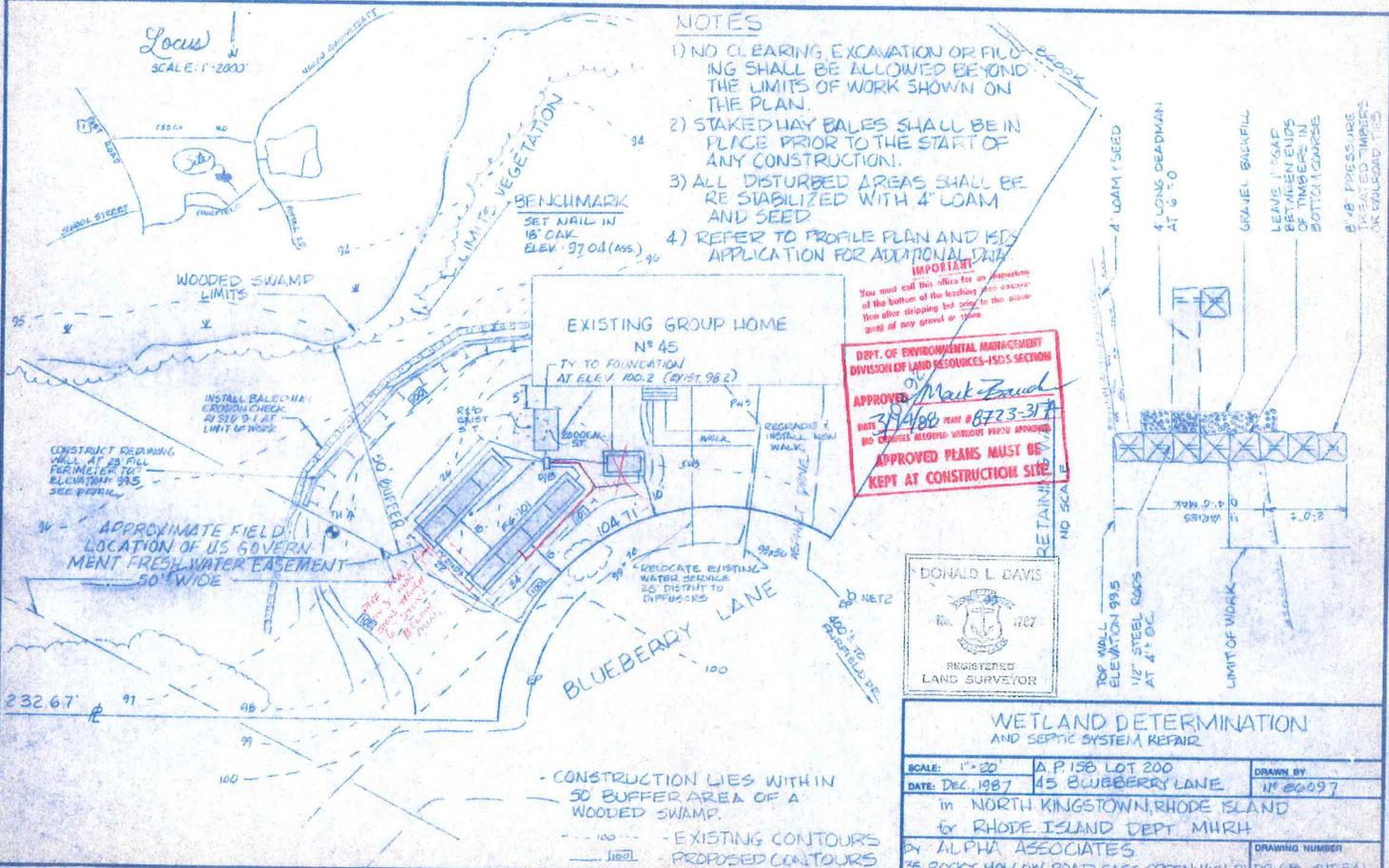
NO SCALE	JOB N <sup>o</sup>	SHT OF
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April 19 1988 TOWN CLERK OF THE  
TOWN OF NORTH KINGSTOWN  
1:22 o'clock P.M.  
Book 570 Page 318  
Town Clerk

Locus  
SCALE: 1"=200'

NOTES

- 1) NO CLEARING, EXCAVATION OR FILLING SHALL BE ALLOWED BEYOND THE LIMITS OF WORK SHOWN ON THE PLAN.
- 2) STAKED HAY BALES SHALL BE IN PLACE PRIOR TO THE START OF ANY CONSTRUCTION.
- 3) ALL DISTURBED AREAS SHALL BE RE-STABILIZED WITH 4" LOAM AND SEED.
- 4) REFER TO PROFILE PLAN AND KPS APPLICATION FOR ADDITIONAL DATA.



**IMPORTANT!**  
You must call this office for an inspection of the bottom of the leading pile excavations after shoring but prior to the placement of any gravel or stone.

DEPT. OF ENVIRONMENTAL MANAGEMENT  
DIVISION OF LAND RESOURCES-1505 SECTION

APPROVED BY *Mark Fawcett*

DATE: 3/14/88 PLAN # 8723-317

NO CHANGES ALLOWED WITHOUT PRIOR APPROVAL

APPROVED PEANS MUST BE KEPT AT CONSTRUCTION SITE

DONALD L. DAVIS  
REG. NO. 1187  
REGISTERED LAND SURVEYOR

WETLAND DETERMINATION AND SEPTIC SYSTEM REPAIR		
SCALE: 1"=20'	A P 158 LOT 200	DRAWN BY
DATE: DEC. 1987	45 BLUEBERRY LANE	NO 26097
in NORTH KINGSTOWN, RHODE ISLAND		
by RHODE ISLAND DEPT. MHRH		
BY ALPHA ASSOCIATES		DRAWING NUMBER
35 ROCKY HOLLOW ROAD, EAST GREENWICH, RI		DR. 66 SH 541

- CONSTRUCTION LIES WITHIN 50' BUFFER AREA OF A WOODED SWAMP.

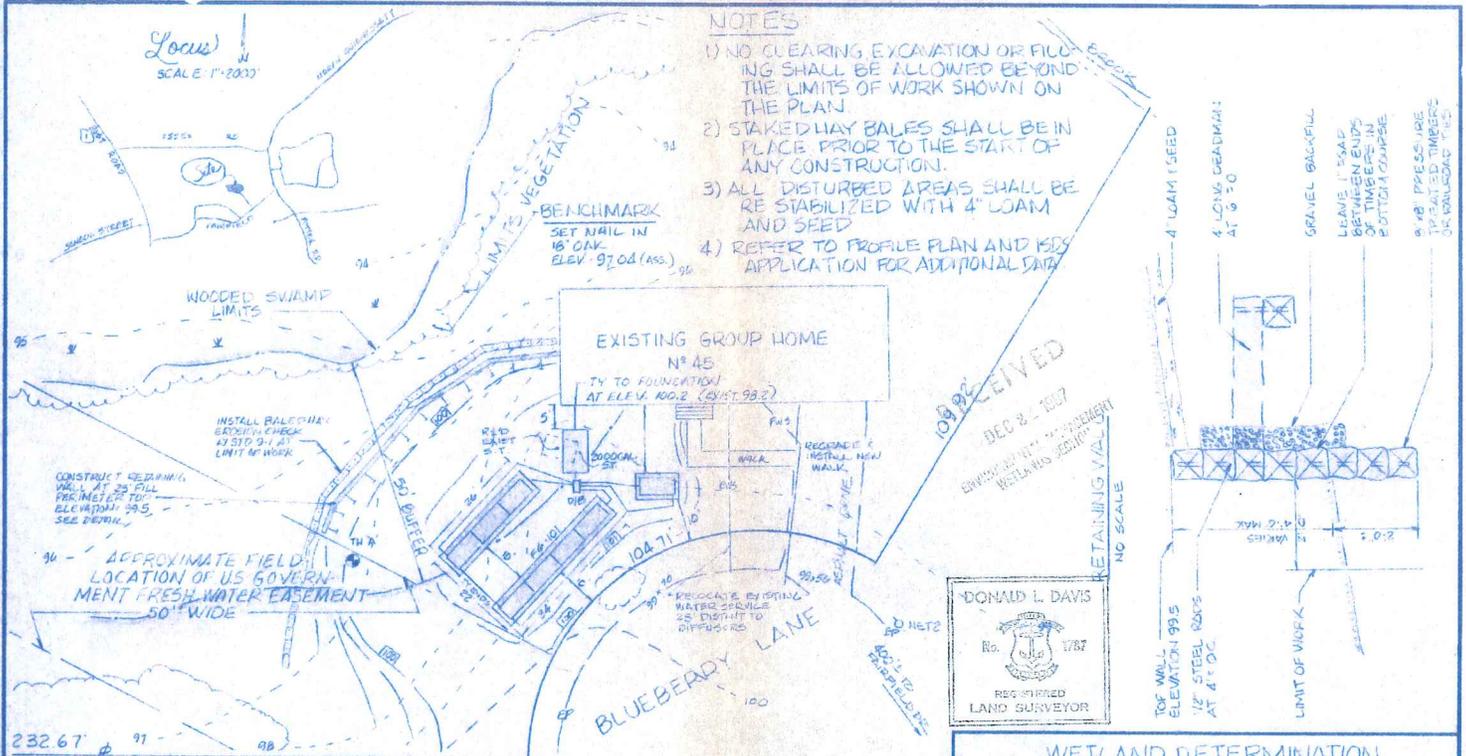
- - - - - 100' - - - - - EXISTING CONTOURS

- - - - - 100' - - - - - PROPOSED CONTOURS

Locus  
SCALE 1"=2000'

NOTES

- 1) NO CLEARING, EXCAVATION OR FILLING SHALL BE ALLOWED BEYOND THE LIMITS OF WORK SHOWN ON THE PLAN.
- 2) STACKED HAY BALES SHALL BE IN PLACE PRIOR TO THE START OF ANY CONSTRUCTION.
- 3) ALL DISTURBED AREAS SHALL BE RE-STABILIZED WITH 4" LOAM AND SEED.
- 4) REFER TO PROFILE PLAN AND PDS APPLICATION FOR ADDITIONAL DATA.



104 DC RECEIVED  
DEC 22 1987  
ENVIRONMENTAL MANAGEMENT  
WETLANDS SECTION

DONALD L. DAVIS  
No. 1016 1787  
REGISTERED  
LAND SURVEYOR

WETLAND DETERMINATION AND SEPTIC SYSTEM REPAIR		
SCALE: 1"=20'	A.P. 158 LOT 200	DRAWN BY
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35 ROCKY HOLLOW ROAD, EAST GREENWICH, RI		DR 68 SH 341

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
DIVISION OF GROUNDWATER AND FRESHWATER WETLANDS  
APPROVED WITH CONDITIONS  
AS SPECIFIED IN TWO LETTER OF APPROVAL  
*Dean Haller*  
DATED 4 Feb. 1988 APPLICATION # 17-10850  
NO CHANGES ALLOWED WITHOUT PRIOR APPROVAL  
APPROVED PLANS MUST BE AT CONSTRUCTION SITE

- CONSTRUCTION LIES WITHIN 50' BUFFER AREA OF A WOODED SWAMP.  
--- 100 --- EXISTING CONTOURS  
--- 102 --- PROPOSED CONTOURS