

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

Beginning at a point on the westerly line of Circuit Drive, said point being 1109.91' southerly from the intersection of the westerly line of Circuit Drive and the southerly line of Roger Williams Way, as measured along the westerly line of Circuit Drive and as established by RI State Highway Plat #2200;

thence running westerly, bounded northerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred ninety-five and sixteen hundredths (495.16) feet to a concrete bound at a corner;

thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly, bounded westerly by land now or formerly of Rhode Island Economic Development Corporation, for a distance of one hundred and ninety-four and seventy-four hundredths (194.74) feet to a concrete bound set on the northeasterly street line of Camp Avenue;

thence turning an interior angle of  $119^{\circ} 39' 42''$  and running southeasterly along the northeasterly line of Camp Avenue for a distance of sixty-three and twenty-four hundredths (63.24) feet to a point of curvature;

thence curving right on the northeasterly line of Camp Avenue and easterly line of Shore Acres Drive along the arc of a curve having a radius of 100.00 feet, a central angle of  $72^{\circ} 46' 38''$  and length of 127.02 to a point of tangency;

thence running southwestly along the northeasterly line of Shore Acres Road for a distance of two hundred twenty-seven and ninety-two hundredths (227.92) feet to a concrete bound at a corner;

thence turning an interior angle of  $77^{\circ} 20' 20''$  and running easterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred eight and fifty-seven hundredths (408.57) feet to a point marked by a concrete bound in the westerly line of Circuit Drive;

thence curving to the right along the arc of a curve on the westerly line of Circuit Drive, said curve having a radius of 525.00 feet, a central angle of  $4^{\circ} 39' 22''$  and a length of 42.66 feet to a point of curvature;

thence continuing northerly along the westerly line of Circuit Drive for a distance of four hundred nine and fifty-three hundredths (409.53) feet to a granite bound at a point of tangency;

thence running northerly along the westerly line of Circuit Drive, curving to the left along the arc of a curve with a radius of 625.00, a central angle of  $9^{\circ} 35' 38''$  and an arc length of 104.65 to the point and place of beginning, the chord of this curve forming an interior angle of  $90^{\circ} 21' 47''$  with the first described course.

## **EXHIBIT A-1**

### **DESCRIPTION OF THE EASEMENT**

#### **Permanent Easement Area Description**

That parcel of land as denoted as **Permanent Easement** Area further shown on Exhibit A-1 titled "Plan Showing Proposed Easements in Favor of Revolution Wind LLC Across Land of 135 Circuit Drive, LLC" by VHB dated 11-18-2020. Said Permanent Easement Area totaling 5,725± Square Feet (0.131± Acres) bounded and described as follows.

Beginning at a point in the easterly line of Shore Acres Drive at the southwest corner of described easement;

Thence along the arc of a curve having a length of 11.61'; a radius of 100.00', a delta angle of 6°39'15"; and a chord of 11.61' bearing N7°08'35"W to a point;

Thence along the arc of a curve having a length of 92.52'; a radius of 104.00', a delta angle of 50°58'08"; and a chord of 89.50' bearing S27°35'32"E to a point;

Thence S2°06'29"E a distance of ninety nine and 76/100 feet (99.76') to a point;

Thence along the arc of a curve having a length of 54.04'; a radius of 46.00', a delta angle of 67°18'19"; and a chord of 50.98' bearing S35°45'38"E to a point;

Thence S86°22'14"E a distance of one hundred thirty eight and 18/100 feet (138.18') to a point;

Thence S65°36'12"E a distance of five and 64/100 feet (5.64') to a point;

Thence S86°22'14"E a distance of one hundred thirty three and 43/100 feet (133.43') to a point;

Thence along the arc of a curve having a length of 8.01'; a radius of 525.00', a delta angle of 0°52'26"; and a chord of 8.01' bearing S6°11'20"W to a point;

Thence N86°22'14"W a distance of one hundred thirty three and 07/100 feet (133.07') to a point;

Thence S72°51'44"W a distance of thirty three and 84/100 feet (33.84') to a point; Thence

N86°22'14"W a distance of eighty one and 10/100 feet (81.10') to a point;

Thence N55°10'04"W a distance of twenty three and 29/100 feet (23.29') to a point;

Thence along the arc of a curve having a length of 76.79'; a radius of 54.00', a delta angle of 81°28'46"; and a chord of 70.48' bearing N42°50'51"W to a point;

Thence N2°06'29"W a distance of ninety nine and 76/100 feet (99.76') to a point;

Thence along the arc of a curve having a length of 77.32'; a radius of 96.00', a delta angle of 46°08'42"; and a chord of 75.24' bearing N25°10'50"W to the point of beginning.

#### Temporary Easement Area Description

That parcel of land as denoted as **Temporary Easement** Area further shown on Exhibit A-1 titled "Plan Showing Proposed Easements in Favor of Revolution Wind LLC Across Land of 135 Circuit Drive, LLC" by VHB dated 11-18-2020. Said Temporary Easement Area totaling 15,176± Square Feet (0.348± Acres) bounded and described as follows.

Beginning at a point in the easterly line of Shore Acres Drive at the southwest corner of described easement;

Thence along the arc of a curve having a length of 37.88'; a radius of 100.00', a delta angle of 21°42'10"; and a chord of 37.65' bearing N7°24'48"W to a point;

Thence along the arc of a curve having a length of 111.14'; a radius of 113.00', a delta angle of 56°21'19"; and a chord of 106.72' bearing S30°17'08"E to a point;

Thence S2°06'29"E a distance of ninety nine and 76/100 feet (99.76') to a point;

Thence along the arc of a curve having a length of 42.19'; a radius of 37.00', a delta angle of 65°20'17"; and a chord of 39.94' bearing S34°46'37"E to a point;

Thence S86°22'14"E a distance of one hundred thirty eight and 41/100 feet (138.41') to a point;

Thence S65°36'12"E a distance of five and 64/100 feet (5.64') to a point;

Thence S86°22'14"E a distance of one hundred thirty two and 29/100 feet (132.29') to a point;

Thence S6°53'28"W a distance of six and 58/100 feet (6.58') to a point;

Thence along the arc of a curve having a length of 2.43'; a radius of 525.00', a delta angle of 0°15'55"; and a chord of 2.43' bearing S6°45'31"W to a point;

Thence along the arc of a curve having a length of 8.01'; a radius of 525.00', a delta angle of 0°52'26"; and a chord of 8.01' bearing S6°11'20"W to a point;

Thence along the arc of a curve having a length of 9.00'; a radius of 525.00', a delta angle of 0°58'57"; and a chord of 9.00' bearing S5°15'39"W to a point;

Thence N86°22'14"W a distance of one hundred thirty one and 16/100 feet (131.16') to a point;

Thence  $S72^{\circ}51'44''W$  a distance of thirty three and  $84/100$  feet (33.84') to a point; Thence  $N86^{\circ}22'14''W$  a distance of eighty five and  $26/100$  feet (85.26') to a point; Thence  $N55^{\circ}10'04''W$  a distance of twenty three and  $61/100$  feet (23.61') to a point;

Thence along the arc of a curve having a length of 87.23'; a radius of 63.00', a delta angle of  $79^{\circ}19'55''$ ; and a chord of 80.43' bearing  $N41^{\circ}46'26''W$  to a point;

Thence  $N2^{\circ}06'29''W$  a distance of ninety nine and  $76/100$  feet (99.76') to a point;

Thence along the arc of a curve having a length of 61.60'; a radius of 87.00', a delta angle of  $40^{\circ}34'04''$ ; and a chord of 60.32' bearing  $N22^{\circ}23'31''W$  to the point and place of beginning.

**DESCRIPTION OF THE EASEMENT CONT.**



**EXHIBIT B**

December \_\_, 2020

**MEMORANDUM OF OPTION TO PURCHASE**

**135 CIRCUIT DRIVE LLC.**, a Rhode Island limited liability company, with an address at 98 Falcon Ridge Drive, Exeter, Rhode Island 02882 ("Optionor") and **REVOLUTION WIND LLC**, a Delaware limited liability company with an address at \_\_\_\_\_ ("Optionee") have executed that certain Option to Purchase Agreement dated \_\_\_\_\_ (the "Option Agreement"), under which Optionor granted to Optionee the right to purchase the Optioned Easement (the "Option") under the terms and conditions set forth in the Option Agreement, the essential terms of which are as follows:

1. Optioned Easement. [Insert description of Easement]
2. Option Period. The date of the Option Agreement until December 31, 2022, unless sooner exercised or terminated, as set forth in the Option Agreement.
3. Right to Extend Option Period. One (1) extension of twelve (12) months.
4. Closing. If Optionee exercises its Option within the Option Period, the closing shall occur on the Closing Date, as defined in the Option Agreement. At the closing, Optionee shall pay the Purchase Price, as defined in the Option Agreement.
5. Leases and Encumbrances. During the Option Period, Optionor has no right to grant leases or other encumbrances on the Optioned Premises without the prior consent of the Optionee.
6. Assignment. Optionee has the right to assign its rights under the Option Agreement, as set forth in the Option Agreement.

In the event of any conflict between the provisions of this Memorandum of Option to Purchase and the Option Agreement, the terms and conditions of the Option Agreement shall control.

Witness the execution under seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

**OPTIONOR:**

**135 CIRCUIT DRIVE LLC**

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

Name:

Title:



**EXHIBIT C**

**[FORM OF]**

**OPTION TERMINATION AGREEMENT**

**REVOLUTION WIND LLC**, a Delaware limited liability company, with an address at \_\_\_\_\_ (“Optionee”) and **135 CIRCUIT DRIVE LLC.**, a Rhode Island limited liability company, with an address at 98 Falcon Ridge Drive, Exeter, Rhode Island 02882 (“Optionor”), as parties to that certain Option to Purchase Agreement dated \_\_\_\_\_, 2020 (the “Option Agreement”), a memorandum of which is recorded in the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to terminate the Option Agreement and Optionee does hereby release to Optionor its right, title and interest created by the Option Agreement in that certain parcel of land known and numbered as 135 Circuit Drive, North Kingstown, Rhode Island, and being \_\_\_\_\_ on a plan entitled “\_\_\_\_\_”, dated \_\_\_\_\_, prepared by \_\_\_\_\_, and recorded with the \_\_\_\_\_ Registry of Deeds in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_. For title see Deed of \_\_\_\_\_, dated \_\_\_\_\_ and recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

Optionor does hereby release to Optionee any security held by Optionor relating to the Option Agreement.

Witness the execution under seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**OPTIONOR:**

**OPTIONEE:**

**135 CIRCUIT DRIVE LLC**

**REVOLUTION WIND LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



## **EXHIBIT D**

After recording, please return to:  
Locke Lord LLP  
2800 Financial Plaza  
Providence, RI 02903-2499  
Attention: Charles F. Rogers, Jr. Esq.

### **EASEMENT AGREEMENT**

**EASEMENT AGREEMENT** (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between **135 CIRCUIT DRIVE LLC**, a Rhode Island limited liability company having an address of 98 Falcon Ridge Drive, Exeter, Rhode Island 02922 (the "Grantor"), and **REVOLUTION WIND LLC**, a Delaware limited liability company having an address c/o Eversource Energy, 47 Station Drive, SE-250 Westwood, Massachusetts 02090 (the "Grantee").

### **WITNESSETH THAT:**

WHEREAS, the Grantor is the owner of certain property, together with all improvements thereon, located at 135 Circuit Drive, North Kingstown, Rhode Island and more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, Grantor desires to grant to Grantee a perpetual easement for construction and operation of an underground high-voltage transmission line and related appurtenances and Grantee desires to acquire from Grantee such an easement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The Grantor does hereby give, grant, transfer and convey to the Grantee, its legal representatives, grantees, successors, assigns, with quitclaim covenants, a perpetual exclusive commercial easement in gross (1) to erect, install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol an underground electric ductbank and splice vault system for the transmission of high and low voltage electric current, including underground wires and lines for communication, signal and control purposes, under a strip of land located on the Property and more particularly described on Exhibit B attached hereto (the "Easement Area"), which lines may consist of (a) conduits, pipes or ducts and manholes, with wires, cable and ground wires installed within the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (b) all necessary foundations, supporting structures, hardware, fittings, equipment and appurtenances and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines (the "Facilities"); (2) to construct such Facilities, or any of them, at any time hereafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area; (3) to clear and keep clear by physical, chemical or other means the Easement Area or any part thereof of trees underbrush, buildings or other structures; (4) to remove or trim at any time trees located on land outside of the Easement Area now owned by the Grantor which in the judgment of the Grantee may endanger said lines or the operation thereof; and (5) to enter upon and to pass along the Easement Area and across adjoining lands of the Grantor, on foot and by vehicle, for all of

the above purposes, utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible, and grade the Easement Area, as reasonably required.

2. Grantor Undertakings. The Grantor, for the Grantor and the Grantor's successors in title to the premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or change the present grade or ground level of the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Facilities or disturb any of the Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements herein granted.

3. Ownership of Facilities. It is understood and agreed that the Facilities, whether or not attached to the Property, shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon.

4. Maintenance and Repair. The Grantee, its agents and contractors shall have the right to enter upon the Property for the purposes of constructing, repairing, replacing, removing and maintaining the Facilities, at its expense, at any time upon prior notice during business hours of at least twenty four (24) hours (except in emergencies when notice is not required) which notice shall include a description of the scope and nature of the work to be performed. Any disturbances to the Property and/or Easement Area caused by any such entry shall be promptly repaired by Grantee in a workmanlike manner.

5. No Interference. The Grantor covenants not to take nor permit any action to be taken on, under or with respect to the Easement Area which will unreasonably impede, interfere with or prevent the exercise of the rights and the performance of the obligations of the Grantee hereunder.

6. Indemnification and Insurance. The Grantor shall indemnify and hold harmless the Grantee from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the failure of the Grantor to perform its obligations hereunder or to comply with the terms and conditions of this Agreement. The Grantee shall indemnify and hold harmless the Grantor from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the exercise of the Grantee's rights or performance of its obligations hereunder.

The Grantee shall obtain and at all times maintain, at its own cost and expense, a policy or policies of general liability insurance on an occurrence basis, and pollution legal liability, on a claims made or occurrence basis, or their equivalents, with respect to the activities permitted pursuant to the terms of this Agreement, such policies having minimum limits of not less than Five Million (\$5,000,000.00) Dollars for death or injury per occurrence in the aggregate and Two Million (\$2,000,000.00) Dollars for property damage per occurrence in the aggregate as respects general liability insurance and Two Million Dollars (\$2,000,000.00) for death or injury and cleanup costs per occurrence in the aggregate for pollution legal liability insurance. Both policies shall name the Grantor and any mortgagee of the Grantor as an additional insured parties and contain a waiver of subrogation in favor of the Grantor and any such mortgagee. All such policy or policies shall be issued by companies having a Best's rating of not less than A/XII. An insurance certificate, evidencing such coverage and requiring thirty (30) days prior written notice to the Grantor and any mortgagee of any cancellation or termination of such insurance, shall be forwarded to the Grantor contemporaneous with execution of this Agreement and within thirty (30) days of policy renewals or expiration. Such limits as required under this Section 6 Indemnification and Insurance can be met through a combination of primary and excess limits of liability.

If applicable, any contractor (or affiliate of such contractor) of Grantee shall require their respective subcontractors and vendors to obtain and maintain pollution legal liability insurance consistent with the provisions set forth above.

7. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any land to the general public or for any public use or purpose whatsoever. Except as specifically set forth herein, no right, privilege or immunity of any party shall inure to the benefit of any third party nor shall any third party be deemed to be a beneficiary of this Agreement. It is specifically agreed that the only parties who may enforce this Agreement are the parties hereto and their grantees, successors and assigns.

8. Successors and Assigns. The terms of this Agreement and all covenants and easements set forth in this Agreement shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, covenants and easements of this Agreement shall be binding upon and inure to the benefit of each of the Grantor and the Grantee and their respective grantees, successors and assigns. Failure of the Grantee, or its grantees, successors and assigns to comply with the terms of this Agreement (including, but not limited to the requirements to maintain insurance as provided herein) shall entitle the Grantor (and its grantees, successors and assigns), after written notice to the Grantee (or its grantees, successors or assigns) of such failure and the continuance of such failure for thirty (30) days thereafter, to terminate this Agreement.

9. Removal. If this Agreement is terminated as provided above, Grantee at its expense shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before the Grantee installed the Facilities. Such removal shall be accomplished within one (1) year of termination.

10. Miscellaneous. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Rhode Island. Any notices hereunder shall be deemed given if sent by certified mail, return receipt requested, or U.S. express mail or similar private delivery service to the parties at their addresses set forth in the first paragraph hereof.

[Signatures continued on next page]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Grantor:

**135 CIRCUIT DRIVE LLC**

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

Christopher D. Leahey  
Managing Member

Grantor:

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared Christopher D. Leahey, the Managing Member of 135 Circuit Drive LLC, a Rhode Island limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies):  
☐ driver's license or other state or federal governmental document bearing a photographic image,  
☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

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

Print Name \_\_\_\_\_

My Commission expires \_\_\_\_\_

**REVOLUTION WIND LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Revolution Wind LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

Beginning at a point on the westerly line of Circuit Drive, said point being 1109.91' southerly from the intersection of the westerly line of Circuit Drive and the southerly line of Roger Williams Way, as measured along the westerly line of Circuit Drive and as established by RI State Highway Plat #2200;

thence running westerly, bounded northerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred ninety-five and sixteen hundredths (495.16) feet to a concrete bound at a corner;

thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly, bounded westerly by land now or formerly of Rhode Island Economic Development Corporation, for a distance of one hundred and ninety-four and seventy-four hundredths (194.74) feet to a concrete bound set on the northeasterly street line of Camp Avenue;

thence turning an interior angle of  $119^{\circ} 39' 42''$  and running southeasterly along the northeasterly line of Camp Avenue for a distance of sixty-three and twenty-four hundredths (63.24) feet to a point of curvature;

thence curving right on the northeasterly line of Camp Avenue and easterly line of Shore Acres Drive along the arc of a curve having a radius of 100.00 feet, a central angle of  $72^{\circ} 46' 38''$  and length of 127.02 to a point of tangency;

thence running southwesterly along the northeasterly line of Shore Acres Road for a distance of two hundred twenty-seven and ninety-two hundredths (227.92) feet to a concrete bound at a corner;

thence turning an interior angle of  $77^{\circ} 20' 20''$  and running easterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred eight and fifty-seven hundredths (408.57) feet to a point marked by a concrete bound in the westerly line of Circuit Drive;

thence curving to the right along the arc of a curve on the westerly line of Circuit Drive, said curve having a radius of 525.00 feet, a central angle of  $4^{\circ} 39' 22''$  and a length of 42.66 feet to a point of curvature;

thence continuing northerly along the westerly line of Circuit Drive for a distance of four hundred nine and fifty-three hundredths (409.53) feet to a granite bound at a point of tangency;

thence running northerly along the westerly line of Circuit Drive, curving to the left along the arc of a curve with a radius of 625.00, a central angle of  $9^{\circ} 35' 38''$  and an arc length of 104.65 to the point and place of beginning, the chord of this curve forming an interior angle of  $90^{\circ} 21' 47''$  with the first described course.

### Plan of Easement Area





Back To Property

North Kingstown GIS

Google Maps Link

Property Record Card



Details Print

Property		Ownership		Valuation	
Address	244 BURLINGHAM AV	Owner	GOODISON LLC	Total Value	\$1,284,800
ID	185-001	Address	244 BURLINGHAM AVE N KINGSTOWN, RI 02852	Land Value	\$397,900
				Improvements Value	\$886,900
Land					
Lot Size	2.59 Acres				



Back To Property

North Kingstown GIS

Google Maps Link

Property Record Card



Details

Print

Property		Ownership		Valuation	
Address	BURLINGHAM AV	Owner	GOODISON LLC	Total Value	\$187,000
ID	185-004	Address	244 BURLINGHAM AVE N KINGSTOWN, RI 02852	Land Value	\$187,000
				Improvements Value	\$0
Land					
Lot Size	0.98 Acres				

INST: 00007432  
BK:3359 Page(s) 35 - 38

Tax: \$14,145.00  
Date: 12/28/2020  
RECORDER: S  
TOWN OF NORTH KINGSTOWN  
17231  
RHODE ISLAND  
REAL ESTATE CONVEYANCE TAX

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Goodison, LLC**, a Rhode Island Limited Liability Company, in consideration for the payment of \$3,075,000, does hereby grant and convey to **Newton Properties, LLC**, a Rhode Island limited liability company, with warranty covenants, all of its right, title and interest in certain tracts or parcels of land, with all buildings and improvements thereon, located in the Town of North Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

**PARCEL I:**

That certain lot or parcel of land located southerly of MacNaught Street on a portion of the former Quonset Point Naval Air Station in the Town of North Kingstown, County of Washington, State of Rhode Island, as shown on a plan entitled, "SURVEY OF LAND TO BE CONVEYED TO KINGSTON PIPE INDUSTRIES, PARCEL (A), IN NORTH KINGSTOWN, RHODE ISLAND", being SHEET 1 of 5 (the "Plan"), prepared for RHODE ISLAND PORT AUTHORITY AND ECONOMIC DEVELOPMENT CORPORATION (the "Port Authority") by ROGER W. ANTHONY, R.L.S., Dwg. No. RIPA-24983, dated July 18, 1985, a copy of which Plan has been recorded in the Records of Land Evidence of North Kingstown, Rhode Island, prior hereto. Said parcel being further described as follows:

Beginning at a point marked by an iron spike set in a 3/8" drill hole set in a concrete bound set at the intersection of the southerly line of said MacNaught Street with the easterly line of Burlingham Avenue;

Thence running S 20°-29' -22" E along the easterly line of a forty (40) foot wide right-of-way shown on the Plan a distance of four hundred fifty-four and 07/100 (454.07) feet to a granite bound, which point is the true point and place of beginning and a northeasterly corner of the herein described parcel;

Thence running westerly, bounded northerly by land now or formerly of the Port Authority, through a granite bound set at the southwest corner of the aforementioned right-of-way, a distance of one hundred eighty-eight and 89/100 (188.89) feet to a granite bound set at a northwesterly corner of the herein described parcel;

Thence turning an interior angle of 90°-00'-00" and running southerly, bounded westerly by other land now or formerly of the Port Authority, a distance of one