

Scope of Work

SALE OF VACANT STATE-OWNED LAND CONSISTING OF 28,749 SQUARE FEET LOCATED ON SCHOOLHOUSE LANE, PORTSMOUTH, RI AND IDENTIFIED AS AP 47, LOT 2A.

The parcel is owned by the State of Rhode Island and controlled by the Department of Transportation (RIDOT). The parcel is vacant and consists of a rectangular-shaped, grassy, level, lot containing 28,748 square feet of undeveloped land, formerly used by RIDOT as a salt storage, light machinery and surplus road debris storage area. Items previously known to reside on the property include: small and large oil barrels, concrete pipes, metal guardrail, large maintenance equipment (sanders, rollers and plows), used tires, concrete and granite curbing. Surplus debris was removed in 1998. No environmental testing has been done on the site to determine if contamination exists.

The parcel falls within the Town of Portsmouth's Residential R-20 zoning district. Properties within the district are a mix of residential and light industrial use. Utilities in the area include town water, electrical and gas. There is no town sewer system. Residents must rely on private septic systems.

A walk-through and question/answer conference will be held onsite 30 minutes prior to the auction on November 28. Representatives of the State will answer verbally all questions proposed.

The live on-site auction of the parcel will be held commencing at 10:00AM EST, November 28, 2018. The State assumes no responsibility for the submission, routing, posting or quoting of bids. The State reserves the right to reject any and all bids. Bids must be equal or exceed the reserve bid sum of Fifty Thousand Dollars (\$50,000).

All the property's right, title and interest conveyed by the State will be sold subject to the terms and conditions stipulated in the public notice of the parcel's sale *and* the following terms and conditions:

1. The sale will be by "Bargain and Sale Deed," in accordance with statutory requirements. No warranty deed or quit claim deed will be offered by the State. The State will utilize a Purchase and Sale Agreement substantially in the form of the attached draft (Exhibit A). In addition to any restrictions imposed by the State Properties Committee or the Federal Highway Administration the deed of conveyance will contain the restrictions listed in Exhibit B (attached hereto).
2. The sale is subject to the pre-emptive rights of the property's owners at the time of its condemnation by the State, and/or the Town of Portsmouth, to (re) purchase the property per RIGL 37-7-4, 1956, as amended.

3. The purchaser will be responsible, at the purchaser's expense, to prepare a conveyance plat map and a legal description of the property, subject to the review and approval of the RIDOT. The purchaser will be responsible for any documentary deed stamps required to be appended to the deed; and a payment of a buyer's premium, in addition to the purchase price, payable to the auctioneer. The premium will be 2% (two percent) of the parcel's final sale price and will be paid at the closing.
4. The site could contain hazardous substances due to its previous use as a salt-storage and maintenance facility by the RIDOT. Environmental testing will most likely be required by the purchaser prior to any ground disturbance onsite such as excavation for new buildings. Purchaser will be responsible for all testing, at the purchaser's sole expense and without recurring or offset therefor against the purchase price.
5. The purchaser will be responsible, at the purchaser's expense, for filing the deed and conveyance plat map with the Town of Portsmouth. The purchaser will be responsible for all subdivision requirements.
6. The property's sale is subject to the approval of the State Properties Committee.
7. No representation is made that the property meets local, State or Federal requirements, including zoning, for residential use, commercial use, or other usage or development.
8. **A deposit of Five Thousand Dollars (\$5,000) by bank or certified check, or by electronic transfer, must be submitted to qualify as a bidder at the time and place of auction (10:00 a.m., EST, November 28, 2018, (see above)).** If the required deposit is not so made, the property may, at the direction of the State and the auctioneer, be immediately resold, upon the same terms and conditions, without further notice.
9. The balance of the purchase price will be paid by bank check or certified check or electronic transfer acceptable to the Seller at the closing on or about December 31, 2018.
10. The purchaser will have sixty (60) day due diligence period from the date the Purchase and Sale Agreement is signed by all parties, including the State Properties Committee, to examine title to the parcel to the purchaser notifies the State by the expiration of the due diligence period that the purchaser is not, in its sole discretion, satisfied with the State'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 the purchaser's title commitment, then the purchaser may terminate the Purchase and Sale Agreement by written notice to the State, in which event all deposits will be returned to the purchaser and the Purchase and Sale Agreement shall become null, void and of no further force or effect; provided, however, that the

purchaser will give the State timely notice of any title defects and, further, shall give the State a reasonable opportunity to cure title.

11. At the time of closing, a bargain and sale deed, in usual form, without covenants of warranty or quit interest, will be delivered to the purchaser on receipt of the full balance of the purchase price. If the purchaser shall fail to tender the balance of the purchase price on the closing date, the State at its option, may resell the property to the next highest bidder at the original sale who shall be able to comply with the terms of the sale without notice to the purchase and without previously tendering a deed to the purchaser. Such resale shall not, however, release the defaulting purchaser from liability for breach of contract, and in case of such default the State shall retain all deposits, whether or not the property is resold, without prejudice to any right to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.
12. The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any bidder and/or purchaser regarding the sale of the property or consummation of the sale herein described.
13. Interested parties may conduct a non-invasive inspection of the subject property prior to the auction date.
14. The sale will be made without representation, warranties, or guarantees in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning title.
15. This sale is subject to any and all of the following which shall, notwithstanding the sale thereof, constitute valid superior or prior liens on the property: liens, encumbrances, condominium assessments and/or charges, attachments, levies, mortgages, easements rights of way, occupancies, leases or other defects of title, Federal, State, District and local taxes, liens and assessments, zoning regulations and rights of redemption under applicable law.
16. Any public utilities or municipalities having facilities under, over or through the property as of the date of the closing shall have the right and easement to continue to maintain, operate and renew their facilities within the property.
17. The purchaser will indemnify, save harmless and defend that State of Rhode Island and its Department of Transportation 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 property attributable to the purchaser subsequent to the closing 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.

18. All bids must be accompanied by an “Affidavit of Non-Collusion” (copy attached). Prior to the execution of a Purchase and Sale Agreement, the purchaser must complete and submit to the State an “Affidavit of Non-Conviction,” (copy attached), and if applicable, “Disclosures of Corporation or Partnership.”
19. No bid will be awarded to any person, entity, firm or corporation that is in arrears or default to the State of Rhode Island upon any debt, tax, or contract, of that has previously defaulted in surety, or otherwise, upon any obligation to said State or that has failed to perform faithfully any previous contract with said State.
20. The bargain and sale deed of conveyance will contain the following language: *“Any use of said parcel of land will be in compliance with Title VI of the Federal Civil Rights Act of 1964, 42 U.S.C. §§2000d-2000d-4, i.e., without discrimination as to race, color, sex, national origin, age, or disability. Moreover, the Grantee covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on said parcel of land described in this deed, for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and as the Regulations may be amended.”*

If the purchaser utilizes the parcel for a transportation-related purpose the following wording will be added to the above language.

“In the event of breach of any of the above nondiscrimination covenants, the Grantor shall have the right to re-enter said parcel of land and the facilities thereon, and the above-described lands and facilities shall thereupon revert to and vests in and become the absolute property of the Grantor and its assigns.”