

# PURCHASE AND SALE CONTRACT

(160 Beechwood Avenue, Pawtucket, Rhode Island)  
(125 Young Street, Pawtucket, Rhode Island)

The **STATE OF RHODE ISLAND**, acting by and through its Department of Administration, with an address of One Capitol Hill, Providence, Rhode Island 02908 (the "Seller"), agrees to sell and \_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (the "Buyer"), agrees to buy from Seller for good and valuable consideration upon the terms hereinafter set forth, three parcels of land containing a total of 26,168 square feet or 0.6 acres more or less, and constituting those certain parcels of property, together with improvements thereon, identified in the Land Evidence Records of the City of Pawtucket, Rhode Island, as Assessor Plat 35, Lot 360; and Assessor Plat 35, Lots 51 and 52 (the "Property"), as more specifically described in Exhibit A and Exhibit A1 to the Deeds, hereinafter defined, attached hereto as Appendix 1 incorporated herein and made a part hereof.

1. The Property is to be sold "as is" by two bargain and sale deeds (the "Deeds") and said Deeds shall grant and release all the Seller's right, title and interest in and to the aforesaid Property to Buyer. Said Deeds will be in the form attached hereto as Appendix 1.
2. The purchase price for the Property shall be \$\_\_\_\_\_  
(the "Purchase Price"). Buyer has deposited with Seller, the sum of \$\_\_\_\_\_, which is acknowledged herein by Seller as received (the "Deposit"). The Deposit shall be a credit against the Purchase Price, the balance of which shall be paid to Seller by Buyer upon the delivery and recording of the Deeds (the "Closing"). Said balance of the Purchase Price, being \$\_\_\_\_\_ being paid to Seller or settlement agent at Closing by wire transfer or certified check. Any money paid by Buyer at the Closing on account of the Purchase Price may be used by Seller and applied to the payment, discharge or release of any encumbrance on, or outstanding interest in the Property, provided that all such payments are made by the settlement agent and that discharges and releases so procured shall be recorded on the "Closing Date" (as hereinafter defined), or no later than the second business day following the Closing Date, prior to the recording of the deeds to the Property. Real estate taxes, water and sewer charges, any betterment or other assessments, electricity, gas, telephone and other utilities shall be apportioned as of the Closing Date in accordance with conventional Rhode Island conveyancing practices.

3. Sale of the Property shall be contingent upon the following special conditions:
  - a. The Buyer shall have sixty (60) days from the earlier to occur of:
    - (i) Seller's receipt of the City of Pawtucket's waiver of its first right to purchase the Property under the same terms and conditions as this Purchase and Sale Contract or
    - (ii) the elapsing of thirty (30) days from the date Seller mailed a written offer to sell the Property to the City of Pawtucket, under the same terms and conditions as this Purchase and Sale Contract, to satisfy itself as to the acceptability and suitability of the Property for purchase, including making the inspections set forth in sub-section (b), below (the "Inspection Period"). In the event that Buyer, in its sole and absolute discretion, is not satisfied with the results of either the Inspection Period Tests, as defined below, conducted during the Inspection Period, including but not limited to, either the "Phase I" hazardous waste site assessment or condition of the Seller's title to the Property, then Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Purchase and Sale Contract shall be considered null, void and of no further force and effect and the Deposit shall be promptly returned to Buyer.
  - b. During the Inspection Period, Buyer shall have the right to conduct any and all necessary tests, studies and examinations of the Property, including but not limited to, examination of the title to the Property, a "Phase I" hazardous waste site assessment and such other non-invasive analyses, tests and engineering studies as Buyer may deem desirable (collectively the "Inspection Period Tests"). If: (a) Buyer notifies Seller prior to the expiration of the Inspection Period, that Buyer, in its sole and absolute discretion, is not satisfied with the results of the Inspection Period Tests, including but not limited to, Seller's title to the Property, inability to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property (except as agreed to in writing by Buyer) or the results of any "Phase I" hazardous waste site assessment, then Buyer may terminate this Purchase and Sale Contract by written notice to Seller, in which event the Deposit shall be returned to Buyer and this Purchase and Sale Contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and the results of any "Phase I" hazardous waste site assessment, and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect or to address any objectionable condition on the

Property discovered as a result of the aforementioned "Phase I" environmental site assessment. Notwithstanding anything to the contrary set forth in Section 3(b), Seller must notify Buyer of Seller's intent to cure the noticed defect or conditions no later than five (5) business days after receipt of Buyer's written notice of defect or conditions, and provided further that Seller shall have no more than thirty (30) days beyond the date of receipt of Buyer's notice to terminate within which to cure the noticed defect or condition. Should Seller fail to cure the noticed defect or condition within the time prescribed, the Deposit shall be returned to Buyer and this Purchase and Sale Contract shall become null, void and of no further force or effect.

- c. With prior notice to Seller, Buyer may enter upon the Property at reasonable times for the purpose of conducting the Inspection Period Tests. Buyer shall be responsible for and will indemnify, save harmless and defend Seller against and from any and all claims and suits for, and any and all liability, loss or expenses (including reasonable attorney's fees) arising from, incidental to, or in connection with, bodily injury, including death, personal injuries to or damage to or loss of property of Buyer or its agents, servants, employees, consultants, or any other person claiming by or through Buyer which said damage, loss, injury or death shall arise in any manner from the acts or omissions of Buyer, its employees, agents, servants, employees, or consultants while performing the Inspection Period Tests on the Property, directly or indirectly, out of, or incidental to, or in connection with the Inspection Period Tests; Prior to Buyer conducting any Inspection Period Tests, Buyer shall provide evidence of insurance to Seller for any and all loss experienced by its inspectors in the amount of \$1 million dollars / \$2 million dollars general liability insurance and further shall add Seller to the policy as an additional insured.
4. If the Deed description on Exhibit A and/or Exhibit A1 is not by metes and bounds and Buyer desires such description, Buyer, at its own cost, shall prepare a metes and bounds description of the Property that conforms with Exhibit A and/or Exhibit A1 of Appendix 1, the Deeds, attached hereto, which metes and bounds description shall replace Exhibit A and/or Exhibit A1 to the Deeds, if necessary. Buyer shall be responsible for all costs associated with the documentary stamps associated with the recordation of the Deeds in the Land Evidence Records of the City of Pawtucket. In addition to the Purchase Price, Buyer shall pay a **2% premium** in the amount of \$                     to "SJ Corio Company" at the Closing.

5. Full possession of the Property is to be delivered at the time of Closing, which shall take place within thirty (30) calendar days after the expiration of the Inspection Period (the "Closing Date"). 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 Deeds cited above. However, by mutual written agreement, Buyer and Seller may schedule the Closing to occur more than 30 calendar days after the initial Closing Date. The Deeds and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by Seller and other necessary instruments are to be prepared by Buyer. Buyer and Seller shall execute such additional documents as are customary and reasonable at the Closing, including without limitation affidavits required by Buyer's title insurer.
6. 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 future use of the Property or any demolition undertaken by Buyer.
7. The terms and conditions aforesaid shall bind the successors, personal representatives and assigns of the parties hereto, and this Purchase and Sale Contract represents the final and total integration of the understanding of the parties.
8. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available at law or equity, including the right to specific performance, or a return of the Deposit with the Purchase and Sale Contract being null, void, and of no further force or effect. In the event of a default by Buyer, Seller shall have the right to all remedies available at law or equity, including the right to specific performance, or the Deposit shall remain with Seller and the Purchase and Sale Contract shall be rendered null, void, and of no further force or effect.
9. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Purchase and Sale 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.
10. The Property shall be sold subject to all restrictions set forth in Exhibit B and Exhibit B1 to the Deeds as attached hereto as Appendix 1 and

made a part hereof. This Section 10 hereof shall survive delivery of the Deed.

11. This Purchase and Sale Contract is subject to the City of Pawtucket's statutory right to purchase the Property as set forth in Rhode Island General Laws § 37-7-5. In the event that the City of Pawtucket exercises its statutory right to purchase the Property, then this Purchase and Sale Contract shall be null, void and of no further force or effect and the Deposit shall be refunded to Buyer. Buyer shall have no recourse or claim against Seller or the State Properties Committee if the City of Pawtucket exercises its statutory right to purchase the Property.
12. This Purchase and Sale Contract is subject to State Properties Committee approval and execution of the Deeds and associated documents. In the event that the State Properties Committee does not give its approval to the sale or does not execute the Deeds, then Seller shall refund the Deposit and the parties hereto shall be relieved of all further obligations or liabilities hereunder. Buyer shall have no recourse or claim against Seller or the State Properties Committee if this Purchase and Sale Contract or the Deeds are not approved or executed by the State Properties Committee.
13. Time is of the essence to the terms and provisions of this contract.
14. Buyer may, with prior written notice to Seller and subject to Seller's approval, assign or otherwise transfer its interest under this Purchase and Sale 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 Purchase and Sale Contract and Buyer shall remain fully liable pursuant to the terms of this Purchase and Sale 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 Purchase and Sale Contract shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.
15. This Purchase and Sale Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all the parties hereof but all of which shall be taken together as a single instrument.
16. If any term or provision of this Purchase and Sale 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 term or provision of this Purchase and Sale Contract, but the remainder of this Purchase and Sale Contract and each term and provision of this Purchase and Sale 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.

17. All notices, requests, demands or other communications required or permitted under this Purchase and Sale Contract shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, or by overnight courier (such as Federal Express), addressed as follows:

If to Seller: James E. Thorsen, Director  
Department of Administration  
State of Rhode Island  
One Capitol Hill  
Providence, RI 02908

with a copy to: Frederick W. Stolle, Esquire  
Division of Legal Services  
Department of Administration  
State of Rhode Island  
One Capitol Hill  
Providence, RI 02908

If to Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

18. The "Effective Date" of this Purchase and Sale Contract shall be the date upon which it is approved and executed by the State Properties Committee.

19. This Purchase and Sale Contract and the transactions contemplated hereby, and all the claims or causes of action (whether in contract or tort); procedural or substantive) that may be based upon, arise out of or relate to this Purchase and Sale Contract and the transaction contemplated hereby, or the negotiation, execution or performance of this Purchase and Sale Contract (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Purchase and Sale Contract or as an inducement to enter into this Purchase and Sale Contract), shall be governed by, and enforced in accordance with, the internal Laws of the State of Rhode Island, including its statutes of limitations, without regard to principles of conflicts of law that would require the application of the laws of any other jurisdiction.

Each party hereto submits to the exclusive jurisdiction of the Providence Superior Court of the State of Rhode Island for purposes of all legal proceedings based upon, arising out of or related to this Purchase and Sale Contract or the transactions contemplated hereby. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that such proceeding brought in such court has been brought in an inconvenient forum.

Each party to this Purchase and Sale Contract hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding based upon, arising out of or related to this Purchase and Sale Contract and the transactions contemplated hereby, or the negotiation, execution or performance of this Purchase and Sale Contract (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Purchase and Sale Contract or as an inducement to enter into this Purchase and Sale Contract).

[Reminder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties, duly authorized, have executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2021.

SELLER:

**STATE OF RHODE ISLAND**, by and through its  
Department of Administration

By: \_\_\_\_\_  
James E. Thorsen, in his capacity as Director

BUYER:

\_\_\_\_\_

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



State of Rhode Island  
Providence SC

In Providence on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **James E. Thorsen**, to me known and known by me to be the Director of State of Rhode Island Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration on behalf of the State of Rhode Island.

\_\_\_\_\_  
Notary Public – Signature

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

{Seal / Stamp}

\_\_\_\_\_  
Commission Number

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

State of Rhode Island  
Providence SC

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally appeared \_\_\_\_\_, to me known and known by me to be \_\_\_\_\_, who executed the foregoing instrument and s/he acknowledged said instrument by her/him so executed to be her/his free act and deed in her/his said capacity and the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – Signature

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

{Seal / Stamp}

\_\_\_\_\_  
Commission Number

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

## **APPENDIX 1**

Form of Bargain and Sale Deeds, including their Exhibits A, A1, B and B1

See next pages.

Appendix 1

## BARGAIN AND SALE DEED

(Assessor Plat 35, Lot 360; Pawtucket, Rhode Island)

The **STATE OF RHODE ISLAND** ("Grantor"), by and through its Department of Administration, by James E. Thorsen, in his capacity as Director thereof, pursuant to the authority vested in them by Title 37, Chapter 7 of the Rhode Island General Laws, for good and valuable consideration in the amount of \$ \_\_\_\_\_ and otherwise, receipt and sufficiency of which is herein acknowledged, hereby grants and releases to \_\_\_\_\_, a Rhode Island limited liability company ("Grantee"), *without* COVENANTS:

The real estate described in Exhibit A hereof, together with all improvements thereon, if any.

This deed is subject to the provisions set forth in Exhibit B hereof.

Grantor, as a body politic, covenants that this conveyance is such that no withholding is required under Rhode Island General Laws § 44-30-71.3 nor are tax stamps required under Rhode Island General Laws § 44-25-1.

**STATE OF RHODE ISLAND**, acting by and through its Department of Administration,

By: \_\_\_\_\_  
James E. Thorsen, in his capacity as Director

State of Rhode Island  
Providence SC

In Providence on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally appeared **James E. Thorsen**, to me known and known by me to be the Director of State of Rhode Island Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration on behalf of the State of Rhode Island.

\_\_\_\_\_  
Notary Public – Signature

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

{Seal / Stamp}

\_\_\_\_\_  
Commission Number  
My Commission Expires: \_\_\_\_\_, 20\_\_

Property description: AP 35, Lot 360  
160 Beechwood Ave  
Pawtucket, Rhode Island

Please return to Grantee:

## Exhibit A

That certain lot or parcel of land with all the buildings and other improvements thereon, situated on the northerly side of Beechwood Avenue and the easterly side of Brewster Street, in the City of Pawtucket, bounded and described as follows: Beginning at the intersection of the northerly line of Beechwood Avenue and the easterly line of Brewster Street being the southwest corner of the premises herein described; thence running northerly bounding westerly on Brewster Street two and 71/100 (2.71) feet; thence turning an interior angle of  $164^{\circ} 35' 40''$  and running northerly bounding westerly on said Brewster Street seventy-five and 41/100 (75.41) feet to a point for a corner; thence turning an interior angle of  $103^{\circ} 47' 30''$  and running easterly one hundred three (103) feet to a point for a corner; thence turning an interior angle of  $256^{\circ} 12' 30''$  and running northerly thirty (30) feet to a point; thence turning an interior angle of  $90^{\circ}$  and running easterly one hundred and 3/100 (100.03) feet to a point in the westerly line of Young Street; thence turning an interior angle of  $90^{\circ}$  and running southerly along the westerly line of Young Street seventy-three and 31/100 (73.31) feet to the northerly line of Beechwood Avenue; thence turning an interior angle of  $105^{\circ} 24' 20''$  and running westerly along the northerly line of Beechwood Avenue two hundred six and 89/100 (206.89) feet to the point or place of beginning, the first and last courses herein described forming an interior angle of  $90^{\circ}$ . Containing 16,188 square feet, more or less.

Being the same premises conveyed to said grantor by deed from Medart Associates, dated March 12, 1980, and recorded in the Land Records of the City of Pawtucket in Book 715 at Page 882.

AP 35, Lot 360  
160 Beechwood Ave  
Pawtucket, Rhode Island

## Exhibit B

Attached hereto and made a part hereof.

Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agrees, as a covenant running with the parcel of land described in Exhibit A hereof, 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. Grantee will indemnify, save harmless and defend Grantor, or its departments or agencies, and/or its employees, from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and/or disposal of any oil, hazardous material, hazardous waste or, including, without limitation, the "Rhode Island Hazardous Waste Management Act," as amended, R.I. Gen. Laws Ch. 23-19.1, the "Rhode Island Rules and Regulations for Hazardous Waste Management, 250-R.I.C.R –140 –10-1, *et seq.*, as amended, the "Oil Pollution Control Act," as amended, R.I. Gen. Laws Ch. 46-12, 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 Ch. 23-19, as amended, and R.I. Gen. Laws Ch. 46-12.5, as amended.
3. Any use of said parcel will be in compliance with Title VI of the Federal Civil Rights Act of 1964, 42 U.S.C. Secs. 2000d-2000d-4, i.e., without discrimination as to race, color, sex, national origin, age or disability.

## RHODE ISLAND STATE PROPERTIES COMMITTEE

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the  
State Properties Committee.

Approved:

\_\_\_\_\_  
**Chairperson**

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

Approved:

\_\_\_\_\_  
**Public Member**

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

Approved:

\_\_\_\_\_  
**Public Member**

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

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
**Director, Rhode Island Department  
of Administration, or designee**

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

\_\_\_\_\_  
**Rhode Island Attorney General, or  
designee**

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

## BARGAIN AND SALE DEED

(Assessor Plat 35, Lots 51 & 52; Pawtucket, Rhode Island)

The **STATE OF RHODE ISLAND** ("Grantor"), by and through its Department of Administration, by James E. Thorsen, in his capacity as Director thereof, pursuant to the authority vested in them by Title 37, Chapter 7 of the Rhode Island General Laws, for good and valuable consideration in the amount of \$ \_\_\_\_\_ and otherwise, receipt and sufficiency of which is herein acknowledged, hereby grants and releases to \_\_\_\_\_, a Rhode Island limited liability company ("Grantee"), *without* COVENANTS:

The real estate described in Exhibit A1 hereof, together with all improvements thereon, if any.

This deed is subject to the provisions set forth in Exhibit B1 hereof.

Grantor, as a body politic, covenants that this conveyance is such that no withholding is required under Rhode Island General Laws § 44-30-71.3 nor are tax stamps required under Rhode Island General Laws § 44-25-1.

**STATE OF RHODE ISLAND**, acting by and through its Department of Administration,

By: \_\_\_\_\_  
James E. Thorsen, in his capacity as Director

State of Rhode Island  
Providence SC

In Providence on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally appeared **James E. Thorsen**, to me known and known by me to be the Director of State of Rhode Island Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration on behalf of the State of Rhode Island.



\_\_\_\_\_  
Notary Public – Signature

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

{Seal / Stamp}

\_\_\_\_\_  
Commission Number  
My Commission Expires: \_\_\_\_\_, 20\_\_

Property description: AP 35, Lots 51 & 52  
125 Young Street  
Pawtucket, Rhode Island

Please return to Grantee:

Exhibit A1

Those two (2) certain lots or parcels of land, with all the buildings and other improvements thereon, situated on the westerly side of Young Street in the City of Pawtucket, County of Providence and State of Rhode Island, laid out and designated as Lots Nos. 93 (ninety-three) and 94 (ninety-four) on that plat of land entitled: "Prospect Park Plat of the Dunnell Homestead Estate Pawtucket, R.I. Surveyed and platted by Cushing and Schofield March 1896", which said plat is on file in the office of the Records of Deeds in said City of Pawtucket on Plat Card No. 281.

Said parcels contain 10,002 square feet or 0.23 acres more or less.

Being the same premises conveyed to said grantor by deed from Gateway Healthcare, Inc., dated August 28, 2017, and recorded in the Land Records of the City of Pawtucket in Book 4136 at Page 118.

AP 35, Lots 51 & 52  
125 Young Street  
Pawtucket, Rhode Island

## Exhibit B1

Attached hereto and made a part hereof.

Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agrees, as a covenant running with the parcel of land described in Exhibit A1 hereof, 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. Grantee will indemnify, save harmless and defend Grantor, or its departments or agencies, and/or its employees, from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and/or disposal of any oil, hazardous material, hazardous waste or, including, without limitation, the "Rhode Island Hazardous Waste Management Act," as amended, R.I. Gen. Laws Ch. 23-19.1, the "Rhode Island Rules and Regulations for Hazardous Waste Management, 250-R.I.C.R –140 –10-1, *et seq.*, as amended, the "Oil Pollution Control Act," as amended, R.I. Gen. Laws Ch. 46-12, 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 Ch. 23-19, as amended, and R.I. Gen. Laws Ch. 46-12.5, as amended.
3. Any use of said parcel will be in compliance with Title VI of the Federal Civil Rights Act of 1964, 42 U.S.C. Secs. 2000d-2000d-4, i.e., without discrimination as to race, color, sex, national origin, age or disability.

## RHODE ISLAND STATE PROPERTIES COMMITTEE

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the  
State Properties Committee.

Approved:

\_\_\_\_\_  
**Chairperson**

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

Approved:

\_\_\_\_\_  
**Public Member**

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

Approved:

\_\_\_\_\_  
**Public Member**

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

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
**Director, Rhode Island Department  
of Administration, or designee**

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

\_\_\_\_\_  
**Rhode Island Attorney General, or  
designee**

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

