

GEORGE W. WATSON III

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Providence, RI 02903-2485  
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Direct (401) 709-3351

Also admitted in Massachusetts  
and Connecticut

October 12, 2021

**BY HAND DELIVERY AND ELECTRONIC MAIL**

Emma Rodvien  
Coordinator  
Energy Facility Siting Board Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

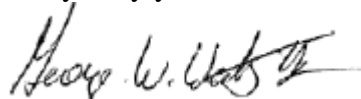
**RE: Revolution Wind, LLC Application to Construct  
EFSB Docket No. SB-2021-01**

Dear Ms. Rodvien:

On behalf of The Narragansett Electric Company d/b/a National Grid ("Company"), enclosed please find five copies the Company's responses to the First Set of Data Requests issued by the Rhode Island Energy Facility Siting Board in the above-referenced matter.

Thank you for your attention to this filing. If you have any questions, please contact me at 401-709-3351.

Very truly yours,



George W. Watson III

Enclosures

cc: SB-2021-01 Service List

23003614-v1

**Docket No. 5151 – Needs Advisory Opinion to EFSB regarding Revolution Wind, LLC**  
**Service List update 6/25//2021**

<b>Name/Address</b>	<b>E-mail</b>	<b>Phone</b>
Adam Ramos, Esq. Robin Main Christine Dieter Hinckley, Allen, & Snyder, LLP 100 Westminster Street, Suite 1500 Providence, RI 02903  Marvin Bellis Eversource Investment, LLC 107 Selden Street Berlin, CT  Charles R. Scott Orsted North America, Inc. 399 Boylston Street, 12 <sup>th</sup> Floor Boston, MA 02116	<a href="mailto:aramos@hinckleyallen.com">aramos@hinckleyallen.com</a> ;	401-457-5278
	<a href="mailto:rmain@hinckleyallen.com">rmain@hinckleyallen.com</a> ;	
	<a href="mailto:cdieter@hinckleyallen.com">cdieter@hinckleyallen.com</a> ;	
	<a href="mailto:cwhaley@hinckleyallen.com">cwhaley@hinckleyallen.com</a> ;	
	<a href="mailto:ehanson@hinckleyallen.com">ehanson@hinckleyallen.com</a> ;	860-665-5685
	<a href="mailto:pstroke@hinckleyallen.com">pstroke@hinckleyallen.com</a> ;	
	<a href="mailto:marvin.bellis@eversource.com">marvin.bellis@eversource.com</a> ;	
	<a href="mailto:chsco@orsted.com">chsco@orsted.com</a> ;	617-373-0749
George Watson, Esq. Robinson & Cole LLP One Financial Plaza, 14 <sup>th</sup> Floor Providence, RI 02903  Mark Rielly, Esq., Senior Counsel National Grid	<a href="mailto:Gwatson@rc.com">Gwatson@rc.com</a> ;	781-907-1834
	<a href="mailto:Mark.rielly@nationalgrid.com">Mark.rielly@nationalgrid.com</a> ;;	
Christy Hetherington, Esq. Division of Public Utilities and Carriers	<a href="mailto:Christy.hetherington@dpuc.ri.gov">Christy.hetherington@dpuc.ri.gov</a> ;	
	<a href="mailto:Jon.hagopian@dpuc.ri.gov">Jon.hagopian@dpuc.ri.gov</a> ;	
	<a href="mailto:John.bell@dpuc.ri.gov">John.bell@dpuc.ri.gov</a> ;	
	<a href="mailto:Margaret.l.hogan@dpuc.ri.gov">Margaret.l.hogan@dpuc.ri.gov</a> ;	
Albert Vitali, Esq. (OER) Dept. of Administration Division of Legal Services One Capitol Hill, 4 <sup>th</sup> Floor Providence, RI 02908	<a href="mailto:Albert.Vitali@doa.ri.gov">Albert.Vitali@doa.ri.gov</a> ;	
	<a href="mailto:Nancy.russolino@doa.ri.gov">Nancy.russolino@doa.ri.gov</a> ;	
	<a href="mailto:Nicholas.Ucci@energy.ri.gov">Nicholas.Ucci@energy.ri.gov</a> ;	
	<a href="mailto:Carrie.Gill@energy.ri.gov">Carrie.Gill@energy.ri.gov</a> ;	
	<a href="mailto:Becca.Trietch@energy.ri.gov">Becca.Trietch@energy.ri.gov</a> ;	
Statewide Planning Department	<a href="mailto:Roberta.Groch@doa.ri.gov">Roberta.Groch@doa.ri.gov</a> ;	401-222-4720
	<a href="mailto:Kevin.Nelson@doa.ri.gov">Kevin.Nelson@doa.ri.gov</a> ;	
Luly E. Massaro, Commission Clerk John Harrington, Commission Counsel <b>Public Utilities Commission</b> 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a> ;	401-780-2107
	<a href="mailto:John.Harrington@puc.ri.gov">John.Harrington@puc.ri.gov</a> ;	
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov</a> ;	
	<a href="mailto:Todd.bianco@puc.ri.gov">Todd.bianco@puc.ri.gov</a> ;	

<b>Interested Parties:</b>		
Town of North Kingstown Jeannette Alyward Town Council	<a href="mailto:jalyward@northkingstown.org">jalyward@northkingstown.org</a> ;	
	<a href="mailto:TownCouncil@northkingstown.org">TownCouncil@northkingstown.org</a> ;	
	<a href="mailto:matt@callaghanlawri.com">matt@callaghanlawri.com</a> ;	

EFSB SB-2021-01  
In Re: Revolution Wind, LLC  
Application to Construct a Major Energy Facility  
The Narragansett Electric Company d/b/a National Grid  
Responses to the Energy Facility Siting Board  
First Set of Data Requests Issued on October 6, 2021

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EFSB. 1-1: Referring to Revolution Wind, LLC's response to EFSB 2-1(a), please provide a copy of all easements and/or any other property right documents associated with property related to access to the Davisville Substation, including the access road or any other points of access to the substation.

Response:

Attached are the following documents and plans:

- A. Davisville Substation Easement Deed (Book 600 Page 115) marked "Davisville Sub Fee and Transmission Easements" and shown on Attachment EFSB 1-1A1, which conveys the fee parcel for the substation together with 2 transmission easements south of Roger Williams Way. The metes and bounds of the substation parcel and transmission easements are shown on Attachment EFSB 1-1A2.
- B. Easement Deed (Book 0719, PG 140) which expanded the second transmission easement in Book 600, Page 115 to 30 Feet – see Attachment 1-1B.
- C. Davisville Access Easement (Book 981; Page 142) – Conveys (i) Access Easement - non-exclusive access and egress easement *for the benefit of the "Benefited Property"* (substation parcel) to pass and repass, grade and pave the "Encumbered Property" (ii) Utility Easement for the benefit of the Benefited Property to operate and maintain overhead/underground systems for distribution of electric and telephone use. The access/utility easement areas ("Encumbered Property") are shown on the attached plan marked "Access Easement Plan" see Attachment 1-1C.



The Narragansett Electric Company

d/b/a National Grid

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Attachment 1-1A1

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RHODE ISLAND PORT AUTHORITY  
AND  
ECONOMIC DEVELOPMENT  
CORPORATION

to

THE NARRAGANSETT ELECTRIC  
COMPANY

DAVISVILLE SUBSTATION

*2nd* EASEMENT DEED

20' Util. Easement  
Revised to 30' R.I.  
BK 0719 Pg 140

RETURN TO:  
ALBERT J. LOVEGREEN  
NARRAGANSETT ELECTRIC CO.  
280 MELROSE STREET  
PROVIDENCE, RI 02901

*Man. Code*

(N)GEN. 4287-4a-2

The Narragansett Electric Company

d/b/a National Grid

EFSB Docket No. SB-2021-01

Attachment 1-1A1

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## KNOW ALL MEN BY THESE PRESENTS

that RHODE ISLAND PORT AUTHORITY AND ECONOMIC DEVELOPMENT CORPORATION, a governmental agency and public instrumentality of the State of Rhode Island (hereinafter referred to as the Grantor) in consideration of One (\$1.00) Dollar and other valuable consideration, does hereby remise, release, quitclaim, assign, transfer and set over unto THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation having a usual place of business in the City of Providence, Providence County, Rhode Island (hereinafter referred to as the Grantee), its successors and assigns, forever, all its right, title and interest in and to a certain parcel of land located in the Town of North Kingstown, County of Washington, State of Rhode Island bounded and described as follows:

That certain tract or parcel of land together with all buildings and improvements thereon situated northerly of Camp Avenue in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point in the northerly street line of Camp Avenue, said point being the most southwesterly corner of land now or formerly of the Town of North Kingstown; said point also being the most southeasterly corner of the herein described parcel;

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Thence running in a westerly direction, by and with the aforementioned northerly street line of Camp Avenue, a distance of fifty and 63/100 (50.63) feet to a corner; said corner being the most southwesterly corner of the herein described parcel;

Thence turning an interior angle of  $80^{\circ} 55' 33''$  and running in a northerly direction, by and with other land of this Grantor, a distance of seven hundred forty-eight and 00/100 (748.00) feet to a corner; said corner being the most northwesterly corner of the herein described parcel;

Thence turning an interior angle of  $108^{\circ} 44' 06''$  and running in a northeasterly direction, by and with other land of this Grantor, a distance of five hundred sixty-nine and 67/100 (569.67) feet to a corner; said corner being the most northeasterly corner of the herein described parcel;

Thence turning an interior angle of  $102^{\circ} 48' 16''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most easterly corner of the herein described parcel;

Thence turning an interior angle of  $106^{\circ} 00' 00''$  and running in a southwesterly direction, by and with other land of this Grantor, a distance of two hundred thirty-six and 87/100 (236.87) feet to a corner;

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Thence turning an interior angle of  $217^{\circ} 49' 48''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred seventy-eight and 06/100 (178.06) feet to a corner;

Thence turning an interior angle of  $233^{\circ} 32' 20''$  and running in a southeasterly direction, by and with other land of this Grantor, a distance of one hundred and 04/100 (100.04) feet to a corner;

Thence turning an interior angle of  $49^{\circ} 32' 00''$  and running in a westerly direction, by and with the previously mentioned Town of North Kingstown land, a distance of four hundred seventy-four and 20/100 (474.20) feet to a corner; said corner being the most northwesterly corner of said North Kingstown land;

Thence turning an interior angle of  $261^{\circ} 33' 30''$  and running in a southerly direction, by and with the aforementioned land of the Town of North Kingstown, a distance of three hundred seven and 55/100 (307.55) feet to the point and place of beginning.

The last course making an angle of  $99^{\circ} 04' 27''$  with the first herein described course.

Containing, by calculation, 6.10 acres of land.

The Grantor herein also grants to the Grantee, its successors and assigns, the perpetual right and easement to

The Narragansett Electric Company

d/b/a National Grid

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install and maintain electric lines, underground and overhead, together with the right to construct and maintain all necessary appurtenances, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly of Roger Williams Way in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point, said point being located two hundred and 00/100 (200.00) feet westerly from the most northeasterly corner of the previously described parcel; said distance being measured along the most northerly property line of said previously described parcel; said point being the most southeasterly corner of the herein described easement;

Thence running in a westerly direction, by and with the aforementioned previously described parcel, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most southwesterly corner of the herein described easement;

Thence turning an interior angle of 90° and running in a northerly direction, by and with other land of this Grantor, a distance of six hundred five (605) feet, more or less, to a corner; said corner being the most northwesterly corner of the herein described easement;

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Thence running in a southeasterly direction, by THE NARRAGANSETT ELECTRIC COMPANY proposed easement area, a distance of one hundred seventy-two (172) feet, more or less, to a corner; said corner being the most northeasterly corner of the herein described easement;

Thence running in a southerly direction, along a line one hundred fifty (150) feet easterly from and parallel to the second herein described course of this parcel, a distance of five hundred twenty (520) feet, more or less, to the point and place of beginning.

The last course making an angle of 90° with the first herein described course.

The Grantor also grants to the Grantee, its successors and assigns, the perpetual right and easement to install and maintain electric lines, underground and overhead, together with the right to construct and maintain all necessary appurtenances, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly of Roger Williams Way in said Town of North Kingstown being bounded and described as follows:

Starting at the most easterly corner of the first herein described parcel;

The Narragansett Electric Company  
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Thence running in a northeasterly direction, on land now or formerly of the Grantor, a distance of one hundred thirty and 90/100 (130.90) feet to a point;

Thence turning an interior angle of  $213^{\circ} 28' 14''$  and continuing in a northeasterly direction, a distance of one hundred forty and 67/100 (140.67) feet to a point;

Thence turning an interior angle of  $176^{\circ} 10' 37''$  and continuing in a northeasterly direction, a distance of eighty-nine and 74/100 (89.74) feet to a point;

Thence turning an interior angle of  $182^{\circ} 19' 36''$  and continuing in a northeasterly direction, a distance of seventy-two and 84/100 (72.84) feet to a point;

Thence turning an interior angle of  $124^{\circ} 58' 08''$  and running in a northeasterly direction, a distance of seventy-two and 34/100 (72.34) feet to a point;

Thence turning an interior angle of  $247^{\circ} 00' 07''$  and running in a northeasterly direction, a distance of fifty and 00/100 (50.00) feet to a point, said point being on THE NARRAGANSETT ELECTRIC COMPANY PROPOSED EASEMENT AREA; said point also being the most northwesterly corner of the herein described easement;

Thence turning an interior angle of  $90^{\circ}$  and running in a southeasterly direction, by and with THE NARRAGANSETT ELECTRIC COMPANY PROPOSED EASEMENT AREA, a distance of twenty and 00/100

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(20.00) feet to a point; said point being the most northeasterly corner of the herein described easement;

Thence turning an interior angle of  $90^{\circ}$  and running in a southwesterly direction, by and with other land of this Grantor, a distance of sixty-three and  $24/100$  (63.24) feet to a point;

Thence turning an interior angle of  $112^{\circ} 59' 53''$  and running in a westerly direction, by and with other land of this Grantor, a distance of seventy-five and  $16/100$  (75.16) feet to a point;

Thence turning an interior angle of  $235^{\circ} 01' 52''$  and running in a southwesterly direction, by and with other land of this Grantor, a distance of sixty-two and  $80/100$  (62.80) feet to a point;

Thence turning an interior angle of  $177^{\circ} 40' 24''$  and continuing in a southwesterly direction, by and with other land of this Grantor, a distance of eighty-nine and  $48/100$  (89.48) feet to a point;

Thence turning an interior angle of  $183^{\circ} 49' 23''$  and continuing in a southwesterly direction, by and with other land of this Grantor, a distance of one hundred forty-six and  $02/100$  (146.02) feet to a point;

Thence turning an interior angle of  $146^{\circ} 31' 46''$  and continuing in a southwesterly direction, by and with other land



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of this Grantor, a distance of one hundred thirty-four and 77/100 (134.77) feet to a point;

Thence turning an interior angle of  $192^{\circ} 12' 57''$  and continuing in a southwesterly direction, by and with other land of this Grantor, a distance of ninety-seven and 86/100 (97.86) feet to a point; said point being the most southeasterly corner of the herein described easement;

Thence turning an interior angle of  $90^{\circ}$  and running in a northwesterly direction, by and with other land of this Grantor, a distance of twenty and 00/100 (20.00) feet to a point; said point being the most southwesterly point of the herein described easement;

Thence turning an interior angle of  $90^{\circ}$  and running in a northeasterly direction, by the first herein described parcel, a distance of one hundred and 00/100 (100.00) feet to the point and place of beginning;

The last course making an interior angle of  $167^{\circ} 47' 03''$  with the first herein described course.

See plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASSACHUSETTS COMPILED PLAN OF PARCEL OF LAND AND EASEMENTS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY CAMP AVENUE - NORTH KINGSTOWN, RHODE ISLAND SCALE 1" = 100' DATE SEPT. 11, 1985," (the "Plan"). Said Plan is recorded with the Town of North

The Narragansett Electric Company  
d/b/a National Grid  
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Kingstown as Plat number 1192. This conveyance of land <sup>Page 10 of 12</sup>  
and accompanying easement rights is for the purpose of allowing  
the Grantee to construct and maintain a substation and all  
electrical equipment and appurtenances associated therewith on  
the within described premises. The Grantee, for itself and its  
successors and assigns, covenants with the Grantor, as a  
covenant running with the land, that the within described  
premises shall forever be used for utility purposes only.

This conveyance is made subject to, and with the benefit  
of, any existing utility easements. The Grantor reserves to  
itself, its successors and assigns, appurtenant to its  
remaining lands, the perpetual right and easement to use,  
maintain, renew, repair and replace any existing water, steam,  
sewer, alarm, drainage, telephone, telegraph or gas lines,  
pipes, wires, utility or support structures and any related  
equipment located on the premises. The foregoing language does  
not confer upon the Grantor any rights with respect to  
grantee's facilities. The Grantor also reserves the right of  
access thereto to exercise any such reserved easement, and the  
further right to assign any such reserved easements to one or  
more public utilities, governmental bodies, or their agencies  
or contractors.

This conveyance is also made subject to, and with the  
benefit of, the provisions of that certain agreement entitled

The Narragansett Electric Company  
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"QUONSET-DAVISVILLE ACCESS AND SERVICES AGREEMENT", dated September 11, 1980, which deals, in part, with the provision of "Utility Services" to former Quonset Point NAS and Davisville CBC, recorded in North Kingstown, R.I. Book 348 at Page 289 ("Access Agreement") to which reference is hereby had, as said Access Agreement may apply to any "Utility Structure", as defined in the Access Agreement, hereby transferred. The property interests being transferred by this instrument are "Transferred Property", as defined in the Access Agreement. The Grantee, by acceptance of this instrument, hereby assumes the Port Authority's obligation under the Access Agreement with respect to the provision of electric service, only, required by section 5 of the Access Agreement.

Subject to the covenants and restrictions contained in those certain deeds from the United States of America to the Grantor, the first dated November 20, 1978, and recorded in North Kingstown, Rhode Island, Book 317 at Page 65, and the second dated September 11, 1980, and recorded in Book 348 at Page 243, respectively, which appertain to and run with the premises, dealing with non-discrimination in the use, occupancy, sale or lease of the premises or in the employment practices conducted thereon, and the unobstructive passage of aircraft in the air space over the premises, which covenants and restrictions are incorporated herein by reference.

The Narragansett Electric Company  
d/b/a National Grid  
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Page 12 of 12

IN WITNESS WHEREOF, the said RHODE ISLAND PORT AUTHORITY  
AND ECONOMIC DEVELOPMENT CORPORATION has caused this instrument  
to be executed this 9 day of November, 1988.

RHODE ISLAND PORT AUTHORITY  
AND ECONOMIC DEVELOPMENT  
CORPORATION

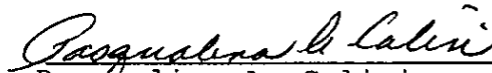
By   
Louis A. Fazzano  
Executive Director

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 9th day of November, 1988,  
before me personally appeared the above-named Louis A. Fazzano  
to me known and known by me to be the Executive Director of the  
Rhode Island Port Authority and Economic Development  
Corporation and the party executing the foregoing instrument,  
and he acknowledged said instrument by him so executed in his  
said capacity to be his free act and deed and the free act and  
deed of said Rhode Island Port Authority and Economic  
Development Corporation.

TOWN OF NORTH KINGSTOWN  
JAMES D. MARQUES, TOWN CLERK

88 DEC 14 AM 8:36

  
Pasqualina A. Caliri  
Notary Public 6/30/91

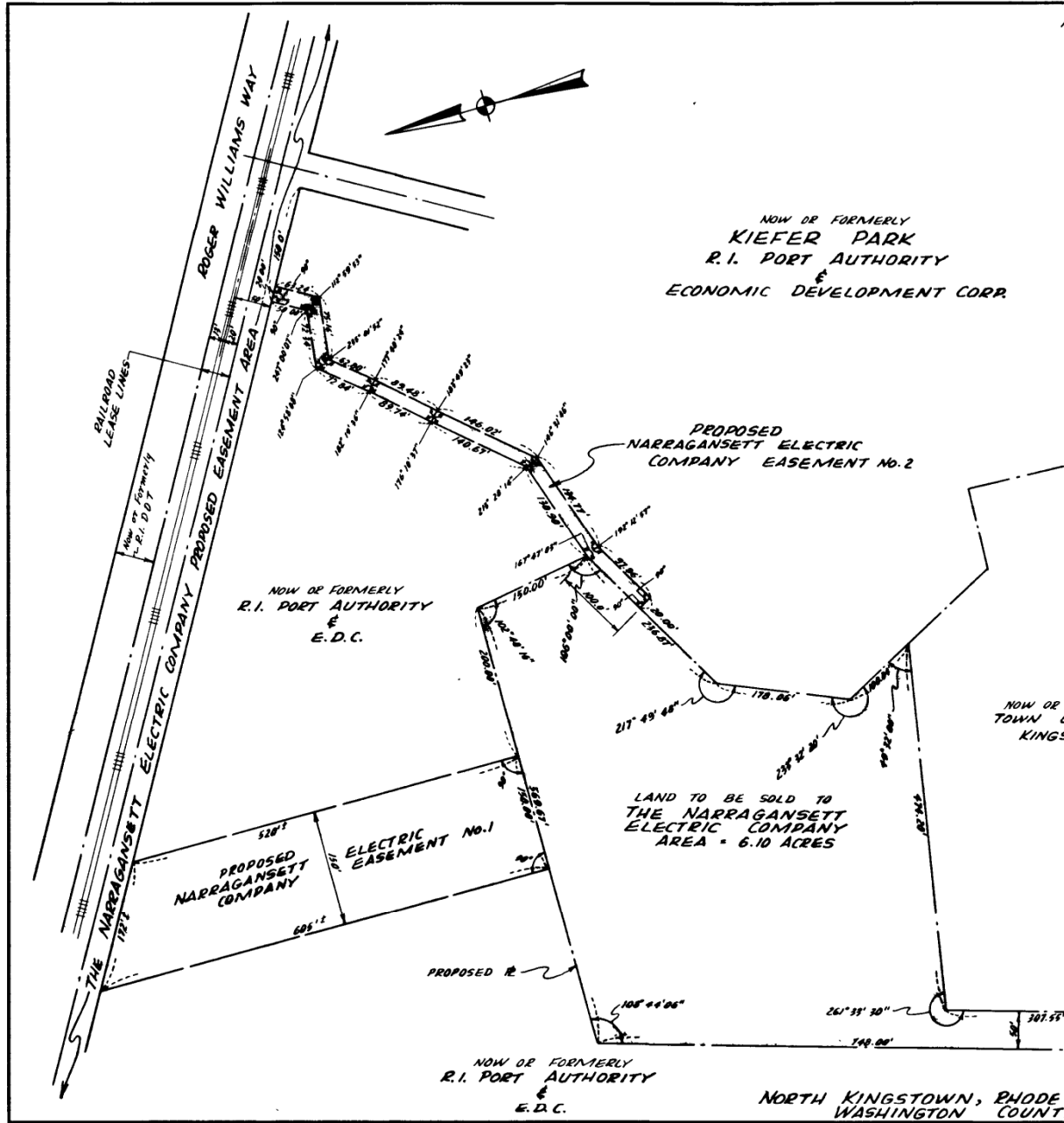
D-6967

FORM 134-B-C

REVISIONS

DESCRIPTION

DATE	BY	REV.	DATE
DESIGNED	1		
CHECKED	2		
DRAWN	3		
CHECKED	4		
INSPECTED	5		
CORRECT	6		
APPROVED	7		
APPROVED	8		



- NOTES:
1. COMPILED PLAN FROM PARCEL OF LAND AND EASEMENTS THE NARRAGANSETT ELECTRIC COMPANY CAMP AVENUE - NORTH KINGSTOWN, RHODE ISLAND WATERMAN ENGINEERING CO. CIVIL ENGINEERS - SURVEYORS EAST PROVIDENCE, RHODE ISLAND AND RHODE ISLAND PORT AUTHORITY AND ECONOMIC DEVELOPMENT CORPORATION DRAWINGS.
  2. FOR REFERENCE SEE: H-22787 - PROPERTY H-22786 - TOWN

The Narragansett Electric Company  
d/b/a National Grid  
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Attachment 1-1A2  
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9/11/85 Warner B. Goff

NEW ENGLAND POWER SERVICE COMPANY  
PART OF NEW ENGLAND ELECTRIC SYSTEM  
WESTBOROUGH, MASSACHUSETTS

COMPILED PLAN OF PARCEL OF LAND AND EASEMENTS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY CAMP AVENUE - NORTH KINGSTOWN, RHODE ISLAND

SCALE 1" = 100' DATE SEPT. 11, 1985

INCHES ON ORIGINAL

D-6967

RECORD

INCHES ON ORIGINAL

49.(N) GEN 04287-004A3

RHODE ISLAND PORT AUTHORITY  
AND ECONOMIC  
DEVELOPMENT CORPORATION

TO

THE NARRAGANSETT  
ELECTRIC COMPANY

EASEMENT

**RETURN TO:**  
FRANK E. LIGHTOWLER  
NARRAGANSETT ELECTRIC CO.  
280 MELROSE STREET  
PROVIDENCE, RI 02901

## KNOW ALL MEN BY THESE PRESENTS

that RHODE ISLAND PORT AUTHORITY AND ECONOMIC DEVELOPMENT CORPORATION, a governmental agency and public instrumentality of the State of Rhode Island (hereinafter referred to as the Grantor) in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby remise, release, quitclaim, assign, transfer and set over unto THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation having a usual place of business in the City of Providence, Providence County, Rhode Island (hereinafter referred to as the Grantee), its successors and assigns, the perpetual right and easement to install and maintain electric lines, underground and overhead, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly off Roger Williams Way in said Town of North Kingstown being bounded and described as follows:

Starting at a point on the southwesterly side of The Narragansett Electric Company Easement Area at the northeasterly corner of the within described easement;

Thence running in a southwesterly direction sixty-nine and 86/100 (69.89) feet to a point;

Thence turning an interior angle of 112° 59' 53" and continuing in a southwesterly direction a distance of seventy-six and 57/100 (76.57) feet to a point;

Thence turning an interior angle of 235° 01' 52" and continuing in a southwesterly direction a distance of fifty-seven and 82/100 (57.82) feet to a point;

Thence turning an interior angle of  $177^{\circ} 40' 24''$  and continuing in a southwesterly direction a distance of eighty-nine and  $35/100$  (89.35) feet to a point;

Thence turning an interior angle of  $183^{\circ} 49' 23''$  and continuing in a southwesterly direction a distance of one hundred forty-eight and  $69/100$  (148.69) feet to a point;

Thence turning an interior angle of  $146^{\circ} 31' 46''$  and continuing in a southwesterly direction a distance of one hundred thirty-six and  $71/100$  (136.71) feet to a point;

Thence turning an interior angle of  $192^{\circ} 12' 57''$  and continuing in a southwesterly direction a distance of ninety-six and  $79/100$  (96.79) feet to a point;

Thence turning an interior angle of  $90^{\circ}$  and continuing in a northwesterly direction a distance of thirty (30) feet to a point at land now or formerly of the Grantee;

Thence turning an interior angle of  $90^{\circ}$  and continuing in a northeasterly direction by land of the Grantee a distance of one hundred (100) feet to a point at land now or formerly of the Grantor.

Thence turning an interior angle of  $167^{\circ} 47' 03''$  and continuing in a northeasterly direction a distance of one hundred thirty and  $90/100$  (130.90) feet to a point;

Thence turning an interior angle of  $213^{\circ} 28' 14''$  and continuing in a northeasterly direction a distance of one hundred forty and  $67/100$  (140.67) feet to a point;



Thence turning an interior angle of  $176^{\circ} 10' 37''$  and continuing in a northeasterly direction a distance of eighty-nine and  $74/100$  (89.74) feet to a point;

Thence turning an interior angle of  $182^{\circ} 19' 36''$  and continuing in a northeasterly direction a distance of seventy-two and  $84/100$  (72.84) feet to a point'

Thence turning an interior angle of  $124^{\circ} 58' 08''$  and continuing in a northeasterly direction a distance of seventy-two and  $34/100$  (72.34) feet to a point;

Thence turning an interior angle of  $247^{\circ} 00' 07''$  and continuing in a northeasterly direction a distance of fifty (50) feet to the southwesterly side of The Narragansett Electric Company Easement Area;

Thence turning an interior angle of  $90^{\circ}$  and continuing in a southeasterly direction a distance of thirty (30) feet to the point of beginning, containing 19984.2 square feet.

The herein described easement incorporates a 20 foot wide easement conveyed by the Grantor to the Grantee by deed dated November 9, 1988, recorded in North Kingstown, Rhode Island, Book 600, Page 115.

Also conveyed herein is a perpetual right and easement for all the purposes above described over a parcel of land on the southwesterly side of Roger Williams Way bounded and described as follows:

Beginning at the northeasterly corner of the easement located on the southwesterly side of Roger Williams Way;

Thence southwesterly thirty-three (33) feet to a point shown as The Narragansett Electric Company Easement Area;

Thence turning an interior angle of  $90^{\circ}$  and continuing in a northwesterly direction by The Narragansett Electric Company Easement Area thirty (30) feet to a point;

Thence turning an interior angle of 90° and continuing in a northeasterly direction thirty-three (33) feet to Roger Williams Way;

Thence turning an interior angle of 90° and continuing in a southeasterly direction by Roger Williams Way thirty (30) feet to the point of beginning, containing 990 square feet.

Both of the above described easements are shown shaded in a sketch entitled: "NEW ENGLAND POWER SERVICE COMPANY PLAN SHOWING EASEMENT TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY ROGER WILLIAMS WAY - NORTH KINGSTOWN, RHODE ISLAND SCALE: 1"=100' DATE: JUNE 11, 1990, E-10849", attached hereto as Exhibit "A".

Reference is also made to a plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASSACHUSETTS COMPLIED PLAN OF PARCEL OF LAND AND EASEMENTS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY CAMP AVENUE - NORTH KINGSTOWN, RHODE ISLAND SCALE: 1"=100' DATE: SEPT. 11, 1985", recorded with the Town of North Kingstown as Plat Number 1192.

The Grantee, for itself and its successors and assigns, covenants with the Grantor, as a covenant running with the land, that the within described easement areas shall forever be used for utility purposes only.

This conveyance is made subject to, and with the benefit of, any existing utility easements. The Grantor reserves to itself, its successors and assigns, appurtenant to its remaining lands, the perpetual right and easement to use, maintain, renew, repair and replace any existing water, steam, sewer, alarm, drainage, telephone, telegraph or gas lines, pipes, wires, utility or support structures and any related equipment located on the premises. The

foregoing language does not confer upon the Grantor any rights with respect to Grantee's facilities. The Grantor also reserves the right of access thereto to exercise any such reserved easement, and the further right to assign any such reserved easements to one or more public utilities, governmental bodies, or their agencies or contractors.

This conveyance is also made subject to, and with the benefit of, the provisions of that certain agreement entitled "QUONSET - DAVISVILLE ACCESS AND SERVICES AGREEMENT", dated September 11, 1980, which deals, in part, with the provisions of "Utility Services" to former Quonset Point NAS and Davisville CBC, recorded in North Kingstown, Rhode Island, Book 348 at Page 289 ("Access Agreement") to which reference is hereby had, as said Access Agreement may apply to any "Utility Structure", as defined in the Access Agreement, hereby transferred. The property interests being transferred by this instrument are "Transferred Property", as defined in the Access Agreement. The Grantee, by acceptance of this instrument, hereby assumes the Port Authority's obligation under the Access Agreement with respect to the provisions of electric service only, required by Section 5 of the Access Agreement.

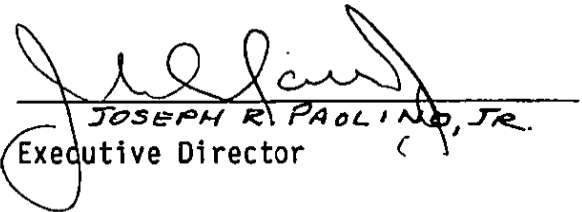
Subject to the covenants and restrictions contained in those certain deeds from the United States of America to the Grantor, the first dated November 20, 1978, and recorded in North Kingstown, Rhode Island, Book 317 at Page 65, and the second dated September 11, 1980, and recorded in Book 348 at Page 243, respectively, which appertain to and run with the premises, dealing with non-discrimination in the use, occupancy, sale or lease of the premises or in

the employment practices conducted thereon, and the unobstructive passage of aircraft in the air space over the premises, which covenants and restrictions are incorporation herein by reference.

IN WITNESS WHEREOF, the said RHODE ISLAND PORT AUTHORITY AND ECONOMIC DEVELOPMENT CORPORATION has caused this instrument to be executed this 26 day of December, 1998.

RHODE ISLAND PORT AUTHORITY AND  
ECONOMIC DEVELOPMENT CORPORATION

By:

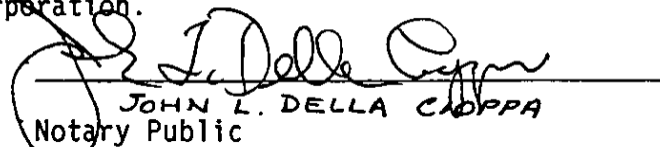
  
JOSEPH R. PAOLINO, JR.  
Executive Director

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on the 26 day of December, 1998, before me personally appeared the above-named JOSEPH R. PAOLINO, JR. to me known and known by me to be the Executive Director of the Rhode Island Port Authority and Economic Development Corporation and the party executing the foregoing instrument, and he acknowledged said instrument by him so executed in his said capacity to be his free act and deed and the free act and deed of said Rhode Island Port Authority and Economic Development Corporation.

CONSIDERATION IS SUCH  
THAT NO STAMPS ARE REQUIRED

  
JOHN L. DELLA CIOPPA  
Notary Public

My Commission expires: 6-11-93

92 JAN 14 AM 10:59

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

RAILROAD  
LEASE LINES

THE NARRAGANSETT  
30.00' ELECTRIC COMPANY EASEMENT AREA  
ROGER WILLIAMS WAY

AREA = 990 SQ. FT.

PROPOSED NARRAGANSETT ELECTRIC  
COMPANY EASEMENT

NOW OR FORMERLY  
KIEFER PARK  
R.I. PORT AUTHORITY  
ECONOMIC DEVELOPMENT CORP.

AREA = 19984.2 SQ. FT.

NOW OR FORMERLY  
R.I. D.O.T.

NOW OR FORMERLY  
R.I. PORT AUTHORITY  
E.D.C.

NOW OR FORMERLY  
THE NARRAGANSETT  
ELECTRIC COMPANY

NORTH KINGSTOWN, RHODE ISLAND  
WASHINGTON COUNTY

FOR REFERENCE SEE: D-6967

NEW ENGLAND POWER SERVICE COMPANY  
PART OF NEW ENGLAND ELECTRIC SYSTEM  
WESTBOROUGH, MASSACHUSETTS

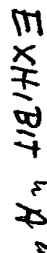
PLAN SHOWING EASEMENT  
TO BE CONVEYED TO  
THE NARRAGANSETT  
ELECTRIC COMPANY  
ROGER WILLIAMS WAY  
NORTH KINGSTOWN, RHODE ISLAND  
SCALE: 1" = 100' JUNE 11, 1990

6/11/90 Wm B. Goff

BK0719PG146

EXHIBIT "A"

INCHES ON ORIGINAL



**NOTED:**

INCHES ON ORIGINAL

**E-1084**

BK0981PG142

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 14 day of April, 1996 by and between THE RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION, a public corporation of the State of Rhode Island, with an address of 35 Belver Avenue, North Kingstown, Rhode Island (the "Grantor") and THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island public utility with its principal place of business at 280 Melrose Street in the City of Providence, State of Rhode Island (the "Grantee")

W I T N E S S E T H:

WHEREAS, the Grantor holds title to those certain three (3) parcels of land located on the northerly side of Camp Avenue in North Kingstown, Rhode Island more particularly described on the legal description attached hereto as Exhibit A (the "Encumbered Property"); and

WHEREAS, the Grantee holds title to that certain real property more particularly described on the legal description attached hereto as Exhibit B (the "Benefited Property"), which real property is located adjacent to the Encumbered Property; and

WHEREAS, the Grantee desires to use the Encumbered Property to secure access to and from the Benefited Property and to install and construct a system for the distribution of electrical current; and

WHEREAS, the Grantor has agreed to grant such rights to the Grantee for the benefit of the Benefited Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree, each on behalf of their respective successors and assigns, as follows:

1. Access and Egress Easement.
- A. Grant of Easement.

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants (with the exception of that portion of the Encumbered Property described in Exhibit C, attached hereto, which is granted by the Grantor to the Grantee without quitclaim covenants), a non-exclusive access and egress easement over the Encumbered Property for the benefit of the Benefited Property (the "Access and Egress Easement"). The Access and Egress Easement shall be used for all purposes for which public ways are now and may in the future be used in the Town of North Kingstown including but not limited to the right to

002478

This Certifies that this is a true  
and correct copy of a document on  
file in the Office of the Town Clerk,  
Town of North Kingstown, RI

*James D. Marques*  
JAMES D. MARQUES, CMC  
Town Clerk

(N) Gen 4287 - 4A5

BK-0981PG143

pass and repass on foot and by motor or other vehicle to and from adjoining lands, and the right to grade, pave and maintain a hard roadway surface thereon. The cost of constructing, installing, maintaining and repairing any roadway surface required by Grantee shall be at the sole cost and expense of the Grantee.

**B) Additional Terms and Conditions**

The Grantor agrees that it shall not, without the express prior written consent of the Grantee, convey the fee interest in the Encumbered Property to the Town of North Kingstown or grant to said Town of North Kingstown an easement over the Encumbered Property or otherwise dedicate the Encumbered Property for use as a public way.

**2. Utility Easement.**

**A. Grant of Easement**

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants, a non-exclusive easement over the Encumbered Property for the benefit of the Benefited Property (the "Utility Easement"), which easement shall include the following rights:

- (i) The perpetual right and easement to install, construct, reconstruct, repair, replace, remove, add to, maintain, operate, patrol and otherwise change overhead and underground systems for the distribution of electric current and for telephone use consisting of riser poles, with all the necessary wires, cables, anchors, guys, equipment and appurtenances attached thereto, and all necessary transformer pads, handholds and pedestals, together with all the necessary wires, cables, conduits, transformers, switches, equipment, fixtures and appurtenances installed therein and attached thereto in, under, through, over, across and upon the Encumbered Property.
- (ii) The perpetual right and easement to clear and keep cleared by physical, chemical and other means, the Encumbered Property of trees, underbrush, structures, objects and surfaces (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, remove, add to the otherwise change the lines in each and every part thereof and all appurtenances thereto and the location thereof within the Encumbered Property, and all trees, underbrush and structures,



BK0981PG144

objects and surfaces shall become and remain the property of the Grantee.

- (iii) The perpetual right and easement to prohibit or prevent the erection or construction of any building or structures upon the Encumbered Property and to prohibit or prevent any change in the present grade or ground level of said property by excavation, filling or other act of man.

B) Terms and Conditions of the Utility Easement

It is agreed that the poles, wires and cables installed pursuant to the Utility Easement shall remain the property of the Grantee, in and that the Grantee shall pay all taxes assessed thereon.

3. Term.

It is the intent of the Grantor and the Grantee that the Access and Egress Easement and the Utility Easement be perpetual in nature, run to the benefit of the Grantee and its successors and assigns, create a burden upon and run with the Encumbered Property and be for the benefit of, and to run with, the Benefited Property, enforceable by the Grantee and its successors and assigns.

4. Entire Agreement.

This Agreement incorporates all the agreements between the Grantor and the Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Easement Agreement.

EXECUTED on the date first set forth above.

GRANTOR:

THE RHODE ISLAND ECONOMIC  
DEVELOPMENT CORPORATION

By: Marcel Valois

Title: EXECUTIVE DIRECTOR

BKU9816145

## GRANTEE:

THE NARRAGANSETT ELECTRIC  
COMPANYBy: *Robert L. Stolz*Title: *VICE PRESIDENT*STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In *PROVIDENCE*, in said County on the *24<sup>th</sup>* day of April, 1996, before me personally appeared the within-named *MARCEL VALOIS*, to me known and known by me to be the *EXECUTIVE MANAGER* of, and the person executing these presents in behalf of the Rhode Island Economic Development Corporation, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such and the free act and deed of said Rhode Island Economic Development Corporation.

*Robert L. Stolz*

Notary Public

Print Name: *ROBERT L. STOLZ*My Commission Expires: *7/23/97*STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In *Providence*, in said County on the *22<sup>nd</sup>* day of *May*, 1996, before me personally appeared the within-named *RICHARD W. FLOY*, to me known and known by me to be the *VICE PRESIDENT* of, and the person executing these presents in behalf of the The Narragansett Electric Company, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such *VICE PRESIDENT* and the free act and deed of said The Narragansett Electric Company.

*Peter V. Lacouture*

Notary Public

Print Name: *Peter V. Lacouture*My Commission Expires: *6/27/97*

smc.24773.126.std.edj

*Peter V. Lacouture*, Notary Public  
My Commission Expires 6/27/97

BKU981PG146

Ref. to Plan 1496 H.F. 153 Recorded May 8, 1996 at 12:24 P.M.

EXHIBIT A

To Easement Agreement between the Rhode Island  
Economic Development Corporation  
and The Narragansett Electric Company

Parcel No. 1

Beginning at the southwesterly corner of the herein described parcel at a point two hundred and sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue, which stone bound is set at the southeasterly corner of land now or lately of said Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), one hundred four and 95/100 (104.95) feet to a point;

Thence turning and running North 30° 19' 36" West, bounded westerly partly by said land now or lately of said Town of North Kingstown (Quonset School parcel) and partly by said land now or lately of the Narragansett Electric Company, four hundred thirty-three and 96/100 (433.96) feet to a point;

Thence turning and running North 23° 12' 44" East, bounded northerly by land now or lately of the Narragansett Electric Company, thirty-seven and 30/100 (37.30) feet to a point;

Thence turning and running South 30° 19' 36" East, bounded easterly by land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), four hundred sixty-four and 96/100 (464.96) feet to a point;

Thence turning and running South 2° 28' 28" West, bounded easterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), eighty-eight and 78/100 (88.78) feet to a point;

Thence turning and running South 42° 31' 32" East, bounded northeasterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), thirty-five and 36/100 (35.36) feet to a point;

BK0981PG147

Thence turning and running North 87° 31' 32" West, fifty-five and 00/100 (55.00) feet to a point and place of beginning.

The above described parcel contains 17,077 square feet of land and is shown as Parcel No. 1 on a plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING UTILITY EASEMENTS AND PERMANENT ACCESS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY KIEFER PARK R.I. PORT AUTHORITY & ECONOMIC DEVELOPMENT CORPORATION NORTH KINGSTOWN, RHODE ISLAND SCALE 1" = 40' DATE APRIL 14, 1993 H-64356" which has been recorded with the North Kingstown Records of Land Evidence herewith.

Parcel No. 2

Beginning at the northwesterly corner of the herein described parcel at point two hundred sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue which stone bound is set at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred thirty-eight and 65/100 (538.65) feet to a point in the West side of Road "A" (a/k/a Industrial Drive);

Thence turning and running Southerly along the arc of a curve having a radius of six hundred twenty-five and 00/100 (625.00) feet a distance of fifty and 43/100 (50.43) feet to a cement bound;

Thence turning and running North 87° 31' 32" West, bounded southerly by land now or formerly of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred forty-five and 11/100 (545.11) feet to a point;

8K0981PG148

Thence turning and running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), fifty and 00/100 (50.00) feet to a point and place of beginning. The above described parcel contains 27,111 square feet of land and is shown as Parcel No. 2 on the above described plan.

Parcel No. 3

Beginning at a stone bound set in the northerly side of Camp Avenue, which point is the southeasterly corner of land now or formerly of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of the herein described parcel;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), two hundred fifteen and 00/100 (215.00) feet to a point;

Thence turning and running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Keifer Park), fifty and 00/100 (50.00) feet to a cement bound;

Thence turning and running South 2° 28' 28" West, bounded easterly by other land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), one hundred ninety-three and 48/100 (193.48) feet to Camp Avenue;

Thence turning and running North 57° 51' 50" West bounded south by Camp Avenue, fifty-seven and 54/100 (57.54) feet to the point and place of beginning. The above-described parcel contains 8,962 square feet of land and is shown as Parcel No. 3 on the above described plan.

~~PHOTO~~ PG 149

That certain tract or parcel of land together with all buildings and improvements thereon situated northerly of Camp Avenue in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point in the northerly street line of Camp Avenue, said point being the most southwesterly corner of land now or formerly of the Town of North Kingstown; said point also being the most southeasterly corner of the herein described parcel;

Thence running in a westerly direction, by and with the aforementioned northerly street line of Camp Avenue, a distance of fifty and 63/100 (50.63) feet to a corner; said corner being the most southwesterly corner of the herein described parcel;

Thence turning an interior angle of  $80^{\circ} 55' 33''$  and running in a northerly direction, by and with other land of this Grantor, a distance of seven hundred forty-eight and 00/100 (748.00) feet to a corner; said corner being the most northwesterly corner of the herein described parcel;

Thence turning an interior angle of  $108^{\circ} 44' 06''$  and running in a northeasterly direction, by and with other land of this Grantor, a distance of five hundred sixty-nine and 67/100 (569.67) feet to a corner; said corner being the most northeasterly corner of the herein described parcel;

Thence turning an interior angle of  $102^{\circ} 48' 16''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most easterly corner of the herein described parcel;

BK0981PG150

Thence turning an interior angle of  $106^{\circ} 00' 00''$  and running in a southwesterly direction, by and with other land of this Grantor, a distance of two hundred thirty-six and  $87/100$  (236.87) feet to a corner;

Thence turning an interior angle of  $217^{\circ} 49' 48''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred seventy-eight and  $06/100$  (178.06) feet to a corner;

Thence turning an interior angle of  $233^{\circ} 32' 20''$  and running in a southeasterly direction, by and with other land of this Grantor, a distance of one hundred and  $04/100$  (100.04) feet to a corner;

Thence turning an interior angle of  $49^{\circ} 32' 00''$  and running in a westerly direction, by and with the previously mentioned Town of North Kingstown land, a distance of four hundred seventy-four and  $20/100$  (474.20) feet to a corner; said corner being the most northwesterly corner of said North Kingstown land;

Thence turning an interior angle of  $261^{\circ} 33' 30''$  and running in a southerly direction, by and with the aforementioned land of the Town of North Kingstown, a distance of three hundred seven and  $55/100$  (307.55) feet to the point and place of beginning.

The last course making an angle of  $99^{\circ} 04' 27''$  with the first herein described course.

BK0981PG151

Containing, by calculation, 6.10 acres of land.

The Grantor herein also grants to the Grantee, its successors and assigns, the perpetual right and easement to install and maintain electric lines, underground and overhead, together with the right to construct and maintain all necessary appurtenances, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly of Roger Williams Way in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point, said point being located two hundred and 00/100 (200.00) feet westerly from the most northeasterly corner of the previously described parcel; said distance being measured along the most northerly property line of said previously described parcel; said point being the most southeasterly corner of the herein described easement;

Thence running in a westerly direction, by and with the aforementioned previously described parcel, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most southwesterly corner of the herein described easement;

Thence turning an interior angle of 90° and running in a northerly direction, by and with other land of this Grantor, a distance of six hundred five (605) feet, more or less, to a corner; said corner being the most northwesterly corner of the herein described easement;



BK0981PG152

Thence running in a southeasterly direction, by THE NARRAGANSETT ELECTRIC COMPANY proposed easement area, a distance of one hundred seventy-two (172) feet, more or less, to a corner; said corner being the most northeasterly corner of the herein described easement;

Thence running in a southerly direction, along a line one hundred fifty (150) feet easterly from and parallel to the second herein described course of this parcel, a distance of five hundred twenty (520) feet, more or less, to the point and place of beginning.

The last course making an angle of 90° with the first herein described course.

BK0981PG153

EXHIBIT C

That certain tract or parcel of land situated in the Town of North Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at the Northeasterly corner of said parcel at a point four hundred seventy six and 28/100 (476.28) feet N 2° 28' 28" E from a granite bound (fnd.) in the northeasterly line of Camp Avenue at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel);

Thence running S 2°28'28" W, bounded southeasterly by land now or formerly of the R.I. Port Authority & Economic Development Corporation, one hundred fifty-six and 33/100 (156.33) feet to a point;

Thence running N 30°19'36" W, bounded northwesterly by other land of said Town of North Kingstown, one hundred eighty five and 98/100 (185.98) feet to a point;

Thence running S 87°31'32" E, bounded northeasterly by said R.I. Port Authority & Economic Development Corporation land, one hundred and 75/100 (100.75) feet to the point and place of beginning.

The above described parcel contains 7.875 square feet of land and is shown on a recorded plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN OF LAND IN NORTH KINGSTOWN, R.I. TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY TOWN OF NORTH KINGSTOWN SCALE 1" = 40' DATE OCT. 23, 1992 E-10948" prepared by Warner B. Goff, Professional Land Surveyor.

96 MAY -8 PM 12:25

Attachment 1C

Page 13 of 17



LOCUS PLAN  
(not to scale)

- NOTES:
1. PARCEL NO. 1, 1/4" WIDE ACCESS AND UTILITY EASEMENT TO BE GRANTED TO THE NARRAGANSETT ELECTRIC COMPANY, CONTAINING 14,071 SQ. FT.
  2. PARCEL NO. 2, 1/4" WIDE ACCESS AND UTILITY EASEMENT TO BE GRANTED TO THE NARRAGANSETT ELECTRIC COMPANY, CONTAINING 27,410 SQ. FT.
  3. PARCEL NO. 3, 1/4" WIDE UTILITY EASEMENT TO BE GRANTED TO THE NARRAGANSETT ELECTRIC COMPANY, CONTAINING 8,162 SQ. FT.

KIEFER PARK  
R.I. PORT & AUTHORITY  
ECONOMIC DEVELOPMENT CORPORATION

THE  
NARRAGANSETT  
ELECTRIC  
COMPANY

SUB PLAN ENTITLED:  
PLAN SHOWING LAND IN  
NORTH HONOLULU, HAWAII ISLAND  
TO BE CONVEYED TO  
JOSEPH P. & J. P. AUTHORITY &  
STANDARD INVESTMENT CORPORATION  
BY DEED OF NORTH HONOLULU  
ACCORDING TO DEED OF 23, 1958.

NOW OR, FORMERLY  
 KIEFER PARK  
 D.I. PORT, AUTHORITY  
 &  
 ECONOMIC DEVELOPMENT CORPORATION  
 OCT 17  
 (SEE: R.I. PA 25349)

TOWN OF  
--NORTH KINGSTOWN--  
(QUONSET SCHOOL PARCEL)  
AP 179 LOT 1

NORTH KINGSTOWN, RHODE ISLAND  
WASHINGTON COUNTY



5/21/98 16/00033-57

**NEW ENGLAND POWER SERVICE COMPANY**  
PART OF NEW ENGLAND ELECTRIC SYSTEM  
BOSTON, MASS.

PLAN SHOWING UTILITY EASEMENTS AND  
PERMANENT ACCESS TO BE CONVEYED TO

PLAN SHOWING UTILITY EASEMENTS AND  
PERMANENT ACCESS TO BE CONVEYED TO  
THE NARRAGANSETT ELECTRIC COMPANY  
BY

KIEFER PARK R.I. POST AUTHORITY &  
ECONOMIC DEVELOPMENT CORPORATION  
IN NORTH KINGSTOWN, RHODE ISLAND

SCALE 1"=40' APRIL 14, 1959

**H-64356-1**

**H-64356-1**

EFSB SB-2021-01  
In Re: Revolution Wind, LLC  
Application to Construct a Major Energy Facility  
The Narragansett Electric Company d/b/a National Grid  
Responses to the Energy Facility Siting Board  
First Set of Data Requests Issued on October 6, 2021

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EFSB. 1-2: Do The Narragansett Electric Company d/b/a National Grid's easement rights on the access road include the right to extend underground electric circuits from the public right-of-way to the Davisville Substation? If so, please describe the Company's understanding of the rights.

Response:

The Davisville Access/Utility Easement (Book 981; Page 142) conveys the following easements "for the benefit of the 'Benefited Property'" and the "Benefited Property" is the Davisville Substation parcel: (i) Access and Egress Easement a non-exclusive access and egress easement to pass and repass, grade and pave the "Encumbered Property"; and (ii) Utility Easement a non-exclusive easement to operate and maintain overhead/underground systems for distribution of electric and telephone use. The access/utility easement areas, referred to as the "Encumbered Property" in the easement, are shown on the plan attached hereto as Attachment 1-2.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 14 day of April, 1996 by and between THE RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION, a public corporation of the State of Rhode Island, with an address of 35 Belver Avenue, North Kingstown, Rhode Island (the "Grantor") and THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island public utility with its principal place of business at 280 Melrose Street in the City of Providence, State of Rhode Island (the "Grantee")

W I T N E S S E T H:

WHEREAS, the Grantor holds title to those certain three (3) parcels of land located on the northerly side of Camp Avenue in North Kingstown, Rhode Island more particularly described on the legal description attached hereto as Exhibit A (the "Encumbered Property"); and

WHEREAS, the Grantee holds title to that certain real property more particularly described on the legal description attached hereto as Exhibit B (the "Benefited Property"), which real property is located adjacent to the Encumbered Property; and

WHEREAS, the Grantee desires to use the Encumbered Property to secure access to and from the Benefited Property and to install and construct a system for the distribution of electrical current; and

WHEREAS, the Grantor has agreed to grant such rights to the Grantee for the benefit of the Benefited Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree, each on behalf of their respective successors and assigns, as follows:

1. Access and Egress Easement.
- A. Grant of Easement.

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants (with the exception of that portion of the Encumbered Property described in Exhibit C, attached hereto, which is granted by the Grantor to the Grantee without quitclaim covenants), a non-exclusive access and egress easement over the Encumbered Property for the benefit of the Benefited Property (the "Access and Egress Easement"). The Access and Egress Easement shall be used for all purposes for which public ways are now and may in the future be used in the Town of North Kingstown including but not limited to the right to

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This Certifies that this is a true  
and correct copy of a document on  
file in the Office of the Town Clerk,  
Town of North Kingstown, RI

*James D. Marques*  
JAMES D. MARQUES, CMC  
Town Clerk

(M) Gen 4287 - 4A5

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pass and repass on foot and by motor or other vehicle to and from adjoining lands, and the right to grade, pave and maintain a hard roadway surface thereon. The cost of constructing, installing, maintaining and repairing any roadway surface required by Grantee shall be at the sole cost and expense of the Grantee.

B) Additional Terms and Conditions

The Grantor agrees that it shall not, without the express prior written consent of the Grantee, convey the fee interest in the Encumbered Property to the Town of North Kingstown or grant to said Town of North Kingstown an easement over the Encumbered Property or otherwise dedicate the Encumbered Property for use as a public way.

2. Utility Easement.

A. Grant of Easement

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants, a non-exclusive easement over the Encumbered Property for the benefit of the Benefited Property (the "Utility Easement"), which easement shall include the following rights:

- (i) The perpetual right and easement to install, construct, reconstruct, repair, replace, remove, add to, maintain, operate, patrol and otherwise change overhead and underground systems for the distribution of electric current and for telephone use consisting of riser poles, with all the necessary wires, cables, anchors, guys, equipment and appurtenances attached thereto, and all necessary transformer pads, handholds and pedestals, together with all the necessary wires, cables, conduits, transformers, switches, equipment, fixtures and appurtenances installed therein and attached thereto in, under, through, over, across and upon the Encumbered Property.
- (ii) The perpetual right and easement to clear and keep cleared by physical, chemical and other means, the Encumbered Property of trees, underbrush, structures, objects and surfaces (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, remove, add to the otherwise change the lines in each and every part thereof and all appurtenances thereto and the location thereof within the Encumbered Property, and all trees, underbrush and structures,

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objects and surfaces shall become and remain the property of the Grantee.

- (iii) The perpetual right and easement to prohibit or prevent the erection or construction of any building or structures upon the Encumbered Property and to prohibit or prevent any change in the present grade or ground level of said property by excavation, filling or other act of man.

B) Terms and Conditions of the Utility Easement

It is agreed that the poles, wires and cables installed pursuant to the Utility Easement shall remain the property of the Grantee, in and that the Grantee shall pay all taxes assessed thereon.

3. Term.

It is the intent of the Grantor and the Grantee that the Access and Egress Easement and the Utility Easement be perpetual in nature, run to the benefit of the Grantee and its successors and assigns, create a burden upon and run with the Encumbered Property and be for the benefit of, and to run with, the Benefited Property, enforceable by the Grantee and its successors and assigns.

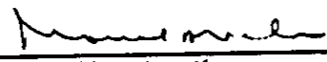
4. Entire Agreement.

This Agreement incorporates all the agreements between the Grantor and the Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Easement Agreement.

EXECUTED on the date first set forth above.

GRANTOR:

THE RHODE ISLAND ECONOMIC  
DEVELOPMENT CORPORATION

By:   
Title: MARCEL VALOIS  
EXECUTIVE DIRECTOR

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## GRANTEE:

THE NARRAGANSETT ELECTRIC  
COMPANYBy: *Robert L. Stolz*Title: VICE PRESIDENTSTATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In PROVIDENCE, in said County on the 24<sup>th</sup> day of April, 1996, before me personally appeared the within-named MARCEL VALOIS, to me known and known by me to be the EXECUTIVE MANAGER of, and the person executing these presents in behalf of the Rhode Island Economic Development Corporation, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such and the free act and deed of said Rhode Island Economic Development Corporation.

*Robert L. Stolz*

Notary Public

Print Name: ROBERT L. STOLZMy Commission Expires: 7/23/97STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County on the 22<sup>nd</sup> day of May, 1996, before me personally appeared the within-named RICHARD W. FLOY, to me known and known by me to be the VICE PRESIDENT of, and the person executing these presents in behalf of the The Narragansett Electric Company, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such VICE PRESIDENT and the free act and deed of said The Narragansett Electric Company.

*Peter V. Lacouture*

Notary Public

Print Name: Peter V. LacoutureMy Commission Expires: 6/27/97

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Peter V. Lacouture, Notary Public  
My Commission Expires 6/27/97



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Ref. to Plan 1496 H.F. 153 Recorded May 8, 1996 at 12:24 P.M.

EXHIBIT A

To Easement Agreement between the Rhode Island  
Economic Development Corporation  
and The Narragansett Electric Company

Parcel No. 1

Beginning at the southwesterly corner of the herein described parcel at a point two hundred and sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue, which stone bound is set at the southeasterly corner of land now or lately of said Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), one hundred four and 95/100 (104.95) feet to a point;

Thence turning and running North 30° 19' 36" West, bounded westerly partly by said land now or lately of said Town of North Kingstown (Quonset School parcel) and partly by said land now or lately of the Narragansett Electric Company, four hundred thirty-three and 96/100 (433.96) feet to a point;

Thence turning and running North 23° 12' 44" East, bounded northerly by land now or lately of the Narragansett Electric Company, thirty-seven and 30/100 (37.30) feet to a point;

Thence turning and running South 30° 19' 36" East, bounded easterly by land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), four hundred sixty-four and 96/100 (464.96) feet to a point;

Thence turning and running South 2° 28' 28" West, bounded easterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), eighty-eight and 78/100 (88.78) feet to a point;

Thence turning and running South 42° 31' 32" East, bounded northeasterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), thirty-five and 36/100 (35.36) feet to a point;

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Thence turning and running North 87° 31' 32" West, fifty-five and 00/100 (55.00) feet to a point and place of beginning.

The above described parcel contains 17,077 square feet of land and is shown as Parcel No. 1 on a plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING UTILITY EASEMENTS AND PERMANENT ACCESS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY KIEFER PARK R.I. PORT AUTHORITY & ECONOMIC DEVELOPMENT CORPORATION NORTH KINGSTOWN, RHODE ISLAND SCALE 1" = 40' DATE APRIL 14, 1993 H-64356" which has been recorded with the North Kingstown Records of Land Evidence herewith.

Parcel No. 2

Beginning at the northwesterly corner of the herein described parcel at point two hundred sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue which stone bound is set at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred thirty-eight and 65/100 (538.65) feet to a point in the West side of Road "A" (a/k/a Industrial Drive);

Thence turning and running Southerly along the arc of a curve having a radius of six hundred twenty-five and 00/100 (625.00) feet a distance of fifty and 43/100 (50.43) feet to a cement bound;

Thence turning and running North 87° 31' 32" West, bounded southerly by land now or formerly of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred forty-five and 11/100 (545.11) feet to a point;

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Thence turning and running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), fifty and 00/100 (50.00) feet to a point and place of beginning. The above described parcel contains 27,111 square feet of land and is shown as Parcel No. 2 on the above described plan.

Parcel No. 3

Beginning at a stone bound set in the northerly side of Camp Avenue, which point is the southeasterly corner of land now or formerly of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of the herein described parcel;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), two hundred fifteen and 00/100 (215.00) feet to a point;

Thence turning and running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Keifer Park), fifty and 00/100 (50.00) feet to a cement bound;

Thence turning and running South 2° 28' 28" West, bounded easterly by other land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), one hundred ninety-three and 48/100 (193.48) feet to Camp Avenue;

Thence turning and running North 57° 51' 50" West bounded south by Camp Avenue, fifty-seven and 54/100 (57.54) feet to the point and place of beginning. The above-described parcel contains 8,962 square feet of land and is shown as Parcel No. 3 on the above described plan.

~~PHOTO~~ PG 149

That certain tract or parcel of land together with all buildings and improvements thereon situated northerly of Camp Avenue in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point in the northerly street line of Camp Avenue, said point being the most southwesterly corner of land now or formerly of the Town of North Kingstown; said point also being the most southeasterly corner of the herein described parcel;

Thence running in a westerly direction, by and with the aforementioned northerly street line of Camp Avenue, a distance of fifty and 63/100 (50.63) feet to a corner; said corner being the most southwesterly corner of the herein described parcel;

Thence turning an interior angle of  $80^{\circ} 55' 33''$  and running in a northerly direction, by and with other land of this Grantor, a distance of seven hundred forty-eight and 00/100 (748.00) feet to a corner; said corner being the most northwesterly corner of the herein described parcel;

Thence turning an interior angle of  $108^{\circ} 44' 06''$  and running in a northeasterly direction, by and with other land of this Grantor, a distance of five hundred sixty-nine and 67/100 (569.67) feet to a corner; said corner being the most northeasterly corner of the herein described parcel;

Thence turning an interior angle of  $102^{\circ} 48' 16''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most easterly corner of the herein described parcel;

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Thence turning an interior angle of  $106^{\circ} 00' 00''$  and running in a southwesterly direction, by and with other land of this Grantor, a distance of two hundred thirty-six and  $87/100$  (236.87) feet to a corner;

Thence turning an interior angle of  $217^{\circ} 49' 48''$  and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred seventy-eight and  $06/100$  (178.06) feet to a corner;

Thence turning an interior angle of  $233^{\circ} 32' 20''$  and running in a southeasterly direction, by and with other land of this Grantor, a distance of one hundred and  $04/100$  (100.04) feet to a corner;

Thence turning an interior angle of  $49^{\circ} 32' 00''$  and running in a westerly direction, by and with the previously mentioned Town of North Kingstown land, a distance of four hundred seventy-four and  $20/100$  (474.20) feet to a corner; said corner being the most northwesterly corner of said North Kingstown land;

Thence turning an interior angle of  $261^{\circ} 33' 30''$  and running in a southerly direction, by and with the aforementioned land of the Town of North Kingstown, a distance of three hundred seven and  $55/100$  (307.55) feet to the point and place of beginning.

The last course making an angle of  $99^{\circ} 04' 27''$  with the first herein described course.

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Containing, by calculation, 6.10 acres of land.

The Grantor herein also grants to the Grantee, its successors and assigns, the perpetual right and easement to install and maintain electric lines, underground and overhead, together with the right to construct and maintain all necessary appurtenances, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly of Roger Williams Way in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point, said point being located two hundred and 00/100 (200.00) feet westerly from the most northeasterly corner of the previously described parcel; said distance being measured along the most northerly property line of said previously described parcel; said point being the most southeasterly corner of the herein described easement;

Thence running in a westerly direction, by and with the aforementioned previously described parcel, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most southwesterly corner of the herein described easement;

Thence turning an interior angle of 90° and running in a northerly direction, by and with other land of this Grantor, a distance of six hundred five (605) feet, more or less, to a corner; said corner being the most northwesterly corner of the herein described easement;

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Thence running in a southeasterly direction, by THE NARRAGANSETT ELECTRIC COMPANY proposed easement area, a distance of one hundred seventy-two (172) feet, more or less, to a corner; said corner being the most northeasterly corner of the herein described easement;

Thence running in a southerly direction, along a line one hundred fifty (150) feet easterly from and parallel to the second herein described course of this parcel, a distance of five hundred twenty (520) feet, more or less, to the point and place of beginning.

The last course making an angle of 90° with the first herein described course.

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EXHIBIT C

That certain tract or parcel of land situated in the Town of North Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at the Northeasterly corner of said parcel at a point four hundred seventy six and 28/100 (476.28) feet N 2° 28' 28" E from a granite bound (fnd.) in the northeasterly line of Camp Avenue at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel);

Thence running S 2°28'28" W, bounded southeasterly by land now or formerly of the R.I. Port Authority & Economic Development Corporation, one hundred fifty-six and 33/100 (156.33) feet to a point;

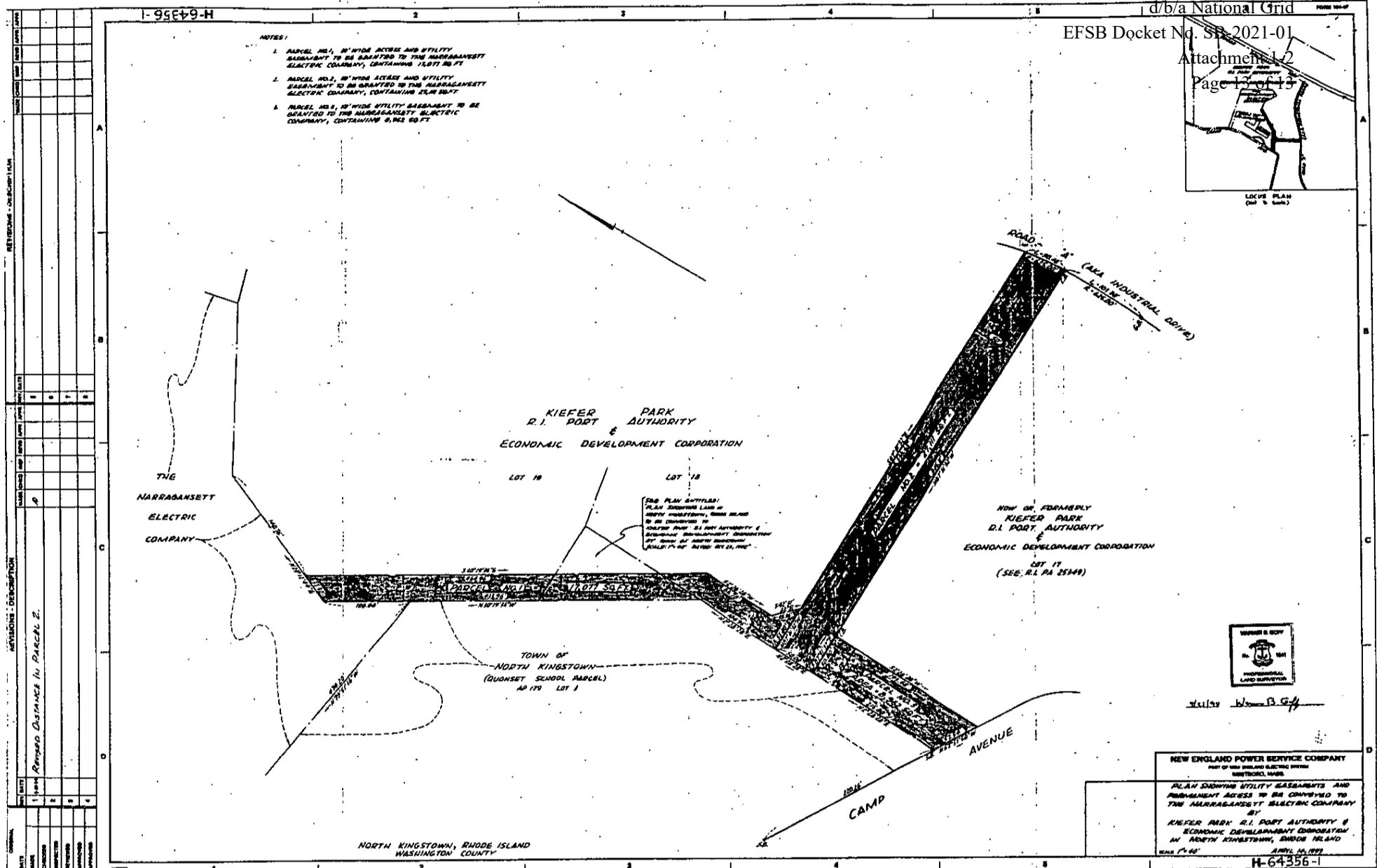
Thence running N 30°19'36" W, bounded northwesterly by other land of said Town of North Kingstown, one hundred eighty five and 98/100 (185.98) feet to a point;

Thence running S 87°31'32" E, bounded northeasterly by said R.I. Port Authority & Economic Development Corporation land, one hundred and 75/100 (100.75) feet to the point and place of beginning.

The above described parcel contains 7,875 square feet of land and is shown on a recorded plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN OF LAND IN NORTH KINGSTOWN, R.I. TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY TOWN OF NORTH KINGSTOWN SCALE 1" = 40' DATE OCT. 23, 1992 E-10948" prepared by Warner B. Goff, Professional Land Surveyor.

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EFSB SB-2021-01  
In Re: Revolution Wind, LLC  
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EFSB. 1-3: Referring to Revolution Wind, LLC's response to EFSB 2-1(c) & (d), please describe and provide a map or diagram identifying the referenced "existing infrastructure" that runs along the access road.

Response:

The substation access easement extends north from Camp Avenue to the substation parcel. About 215 feet from intersection of the access road with Camp Avenue, there is a connecting road that runs east to Circuit Drive. There is existing electric distribution infrastructure on the access drive that runs north from the Camp Avenue intersection for approximately 215 feet and then turns east to Circuit Drive. There are utility poles that continue north along the access drive to the substation parcel to support low voltage overhead telecom lines. There is no existing overhead or underground transmission infrastructure along the access road. See Attachment 1-3.

