

PARTNERS IN REAL ESTATE

**88 & 90 Pottersville Road
Little Compton, RI**



Rare opportunity to purchase a restaurant and 5.3 acres of land in Little Compton, RI. This offering is a Receiver Sale and is subject to Court approval.

90 Pottersville Road- Formerly RL Flounders restaurant

Price- \$600,000- property and business assets
Plat / Lot 37/7/2
Building- Approximately 5,000 sf- including 558 sf - 2nd floor office space
Land- 3.2 Acres- 139,392 sf
Taxes- \$3,581 per year

Zoning- Residential- Current restaurant is a legal non-conforming use
Septic- Tank- 8,000 gallons - Daily flow 3,580
Designed for 179 seats (122 restaurant- 57 bar)
Well- On site

88 Pottersville Road

Price- \$325,000
Plat / Lot 37/7/1
Building- 924 sf mobile home
Land- 2.1 Acres 91,476 sf
Taxes- \$1,023 per year
Lease- In place until 12/31/2025- Rent- \$625 per month
Septic- On site
Well- On Site

Details-

- 1) Winter storage of trailers ends on May 19, 2024
- 2) Properties will be sold with a Receiver's Deed- Mobile home with a Bill of Sale
- 3) Liquor License is available- Buyer must apply & qualify
- 4) Buyer shall be responsible for paying any and all of Little Compton's Agricultural Conservancy transfer tax

Process- The sale of these properties, and any commissions paid, are per court approval. Property is being sold "as is" with no disclosures or warranties. Buyers are encouraged to complete due diligence prior to making offer.

FOR ADDITIONAL INFORMATION CONTACT:

KIRBY & KIRBY

(401)324-0048

401- 324-0048

221 THIRD STREET, SUITE 200, NEWPORT RI
'THE BUBBLEGUM FACTORY'

**88 & 90 Pottersville Road
Little Compton, RI**

Sale Process

This sale is being overseen by the Rhode Island Court system with its Receivership program. The procedure is as follows:

Property is offered for sale

If an acceptable offer is made per the Receiver, then the Receiver shall draft a Purchase & Sale Agreement.

Upon the P&S being agreeable to both parties, the Receiver will file a motion to approve sale and put out notice for other offers. The first offer is called the "Stalking Horse". The receiver will request a hearing on the Motion to Accept Offer subject to higher bids for approximately 30-45 days out to allow for additional marketing and allow other parties to bid.

The terms and conditions of the Stalking Horse offer are made public and superior bids are requested up until an appointed Court Date.

At the appointed Court date any additional offers will be submitted to the Court. At the Court Hearing any other offers may be made, in effect creating an auction in the Court Room.

The Court approves a Purchase & Sale Agreement.

There is a twenty day appeal period.

The Approved Purchase & Sale Agreement moves to a closing.

Brokers

The Court is offering a 2.5% of the closing price to an identified licensed broker who represents the eventual purchaser. The payment of said fee is solely at the discretion of the Court. Said fee is from the Court and is not a co-broke fee in any way from the listing firm of Kirby Realty, LLC, dba Kirby & Kirby

OFFER FORM
88 & 90 Pottersville Road
Little Compton, RI

Buyer(s) _____

Buyer's Address _____

Buyer's Email _____

Buyer's Phone _____

Offered Price
88 & 90 Pottersville Road _____
88 Pottersville Road _____
90 Pottersville Road _____

Deposit
With this Offer _____
Upon Executed P&S _____

Closing Date _____

Conditions

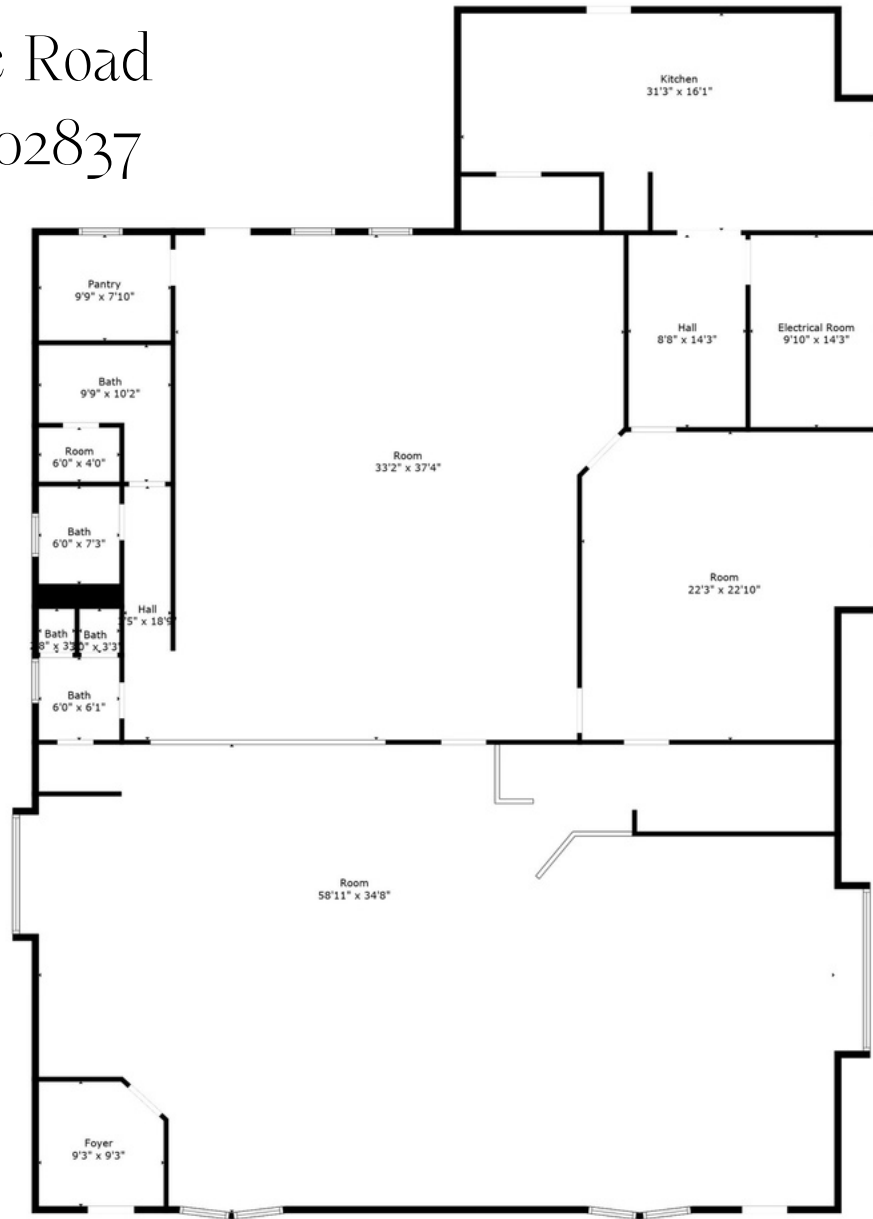
Does Buyer have a broker? If so who _____
Firm _____

Buyer(s) acknowledge that only a fully executed Purchase & Sale Agreement, approved by the Court is binding on the parties

Buyer: _____
Date

Buyer: _____
Date

88 & 90 Pottersville Road
Little Compton, RI 02837



**KIRBY
&
KIRBY**

PARTNERS
IN REAL ESTATE

TOTAL: 4689 sq. ft
FLOOR 1: 4689 sq. ft
EXCLUDED AREAS: ELECTRICAL ROOM: 140 sq. ft, EMBEDDED WINDOW: 42 sq. ft

Measurements Calculated By Cubicasa. Deemed Highly Reliable But Not Guaranteed.



ASSET REPORT

**RL Flounders
90 Pottersville Road
Little Compton, RI 02837**

**Prepared for:
Receiver, Elizabeth A. Lonardo, Esq.
Lonardo Forte & Trudeau, LLP
2980 West Shore Road
Warwick, RI 02886**

Effective Date: March 19, 2024

**Prepared By
SJ CORIO COMPANY
Auctions Appraisals Liquidations
22 Dewey Avenue #6
Warwick, Rhode Island 02886
Ph.401.738.0400 Fax.401.738.1507
Email: info@sjcorio.com
Internet address: www.sjcorio.com**



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Description

KITCHEN AREA

Vulcan 10 burner stove

American Dish Service model AF-3D-S commercial dishwasher with pass-through and side shelves

EconAir 6' hood and ansul system

Stainless steel 3 bay sink

20 Quart mixer

9 Assorted shelving units

Assorted insert pans, sheet pans, cooking utensils, etc.

8' Stainless steel table

5' Stainless steel table

Manitowoc ice machine

2 Bay stainless steel sink

- Walk-in cooler, approximately 11' x 14' with Larkin condenser
- 7 Metro style shelving units
- 2 Small sheet pan racks
- 4' Stainless steel table
- Master Bilt single door stainless steel freezer
- True single door stainless steel freezer
- True 4' sandwich unit
- Padela 4' sandwich unit
- True 6' sandwich unit
- 2 Pitco Fryolators
- American Range 6 burner stove with 2 burner extension
- Rocket Cooking 24" griddle
- Southbend broiler
- Moffat Turbofan convection oven
- Winco portable steam unit
- Amana commercial microwave
- 2 6' stainless steel tables
- 2 7' stainless steel tables
- Stainless steel hand sink

BAR AREA

- 2 Small ice bins for cold plate
- 2 30" Ice bins
- 3 Stainless steel hand sinks
- Lamber undercounter glassware dishwasher
- True 3 door beverage cooler
- Manitowoc ice machine, undercounter
- 3 Metro style shelving units
- Assorted glassware
- RCA 32" flat panel TV
- 13 Metal bar stools
- 14 Upholstered bar stools (red)

Assorted high top tables & chairs

Assorted size upholstered bench seats, banquette seating

Assorted tables and chairs

LG 48" flat panel TV

4 High chairs

POS system, with terminals and printers

WAITRESS STATION

Magic Chef dorm size refrigerator

Metro style shelving unit

Lavazza Espresso machine

Stainless steel 3 bay sink, wall mounted, approximately 6'

Stainless steel hand sink

MISCELLANEOUS

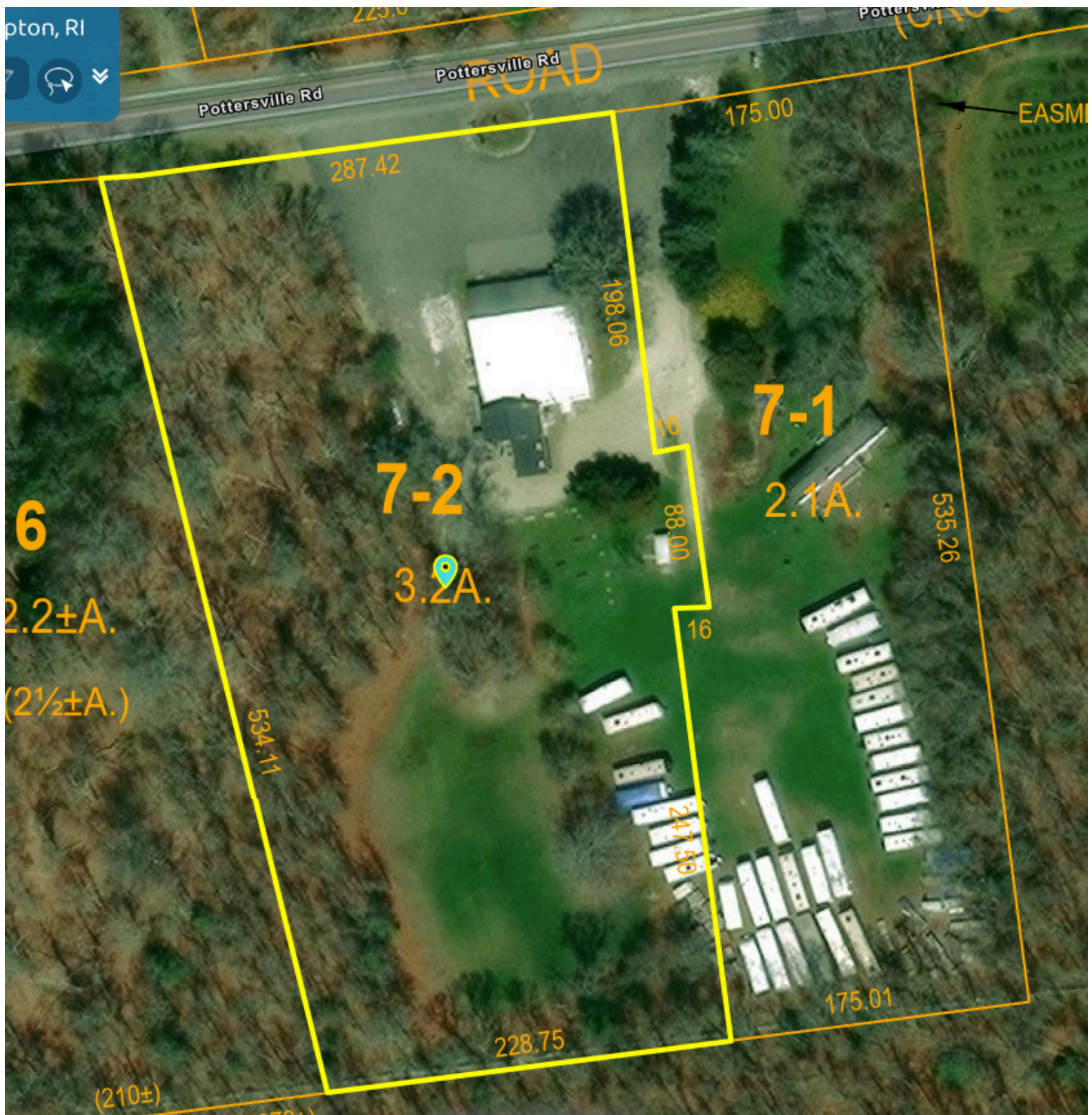
Serving trays and stands

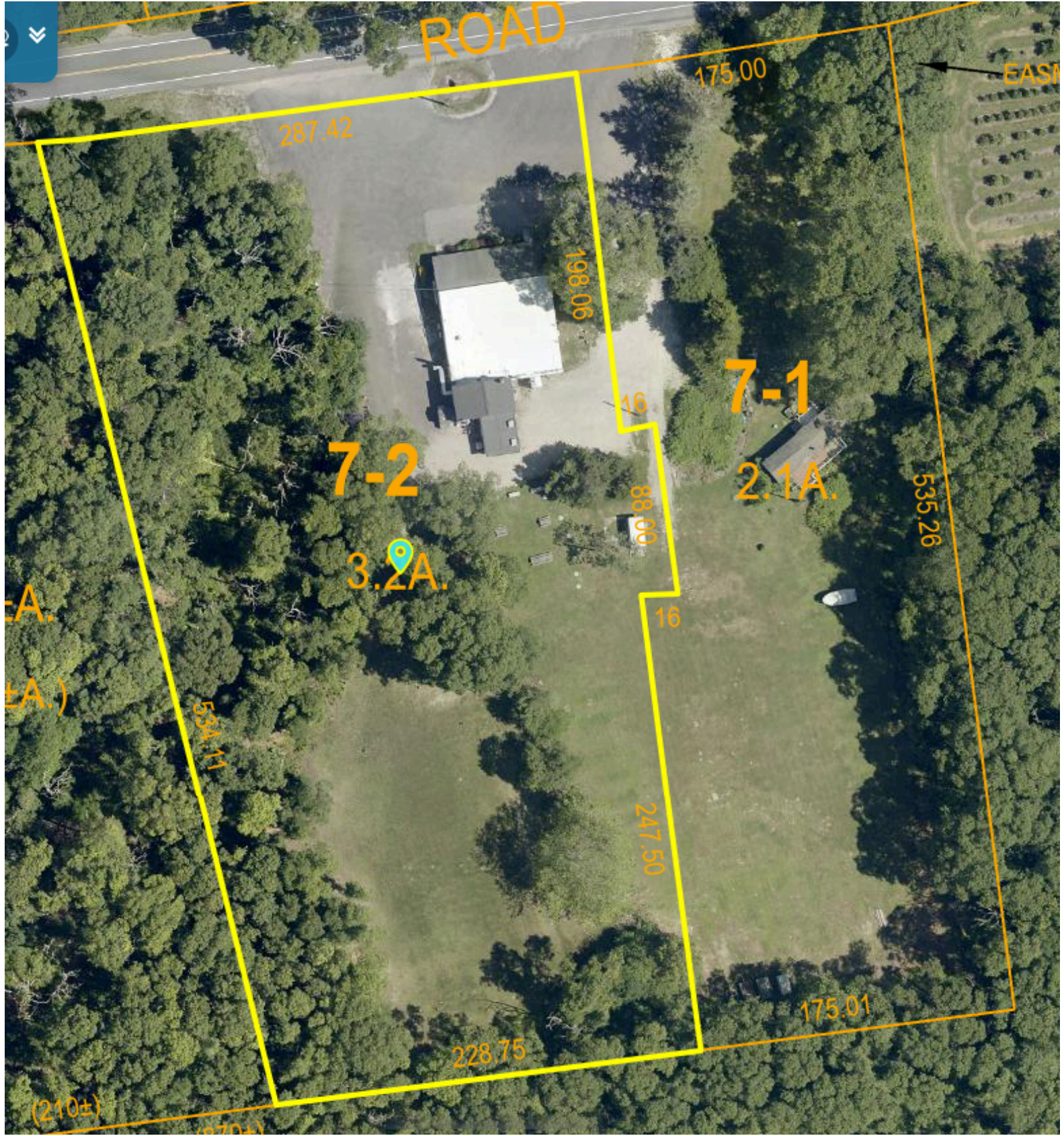
Assorted glassware, flatware, dishes in assorted sizes, pots, pans, inserts, busboy carts and bins, etc.

Assorted decor, artwork, bench seat, etc.

Assorted office equipment, desks, file cabinets, etc. located on the second floor office.

pton, RI
7
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ROAD

EAST

287.42

175.00

198.06

7-2

7-1

3.2A.

2.1A.

535.26

16

88.00

16

534.11

247.50

175.01

228.75

(210±)

(270±)

ROAD

(CRS)

EASME

287.42

175.00

198.06

7-1

2.1A.

535.26

7-2

3.2A.

16

88.00

247.50

16

534.11

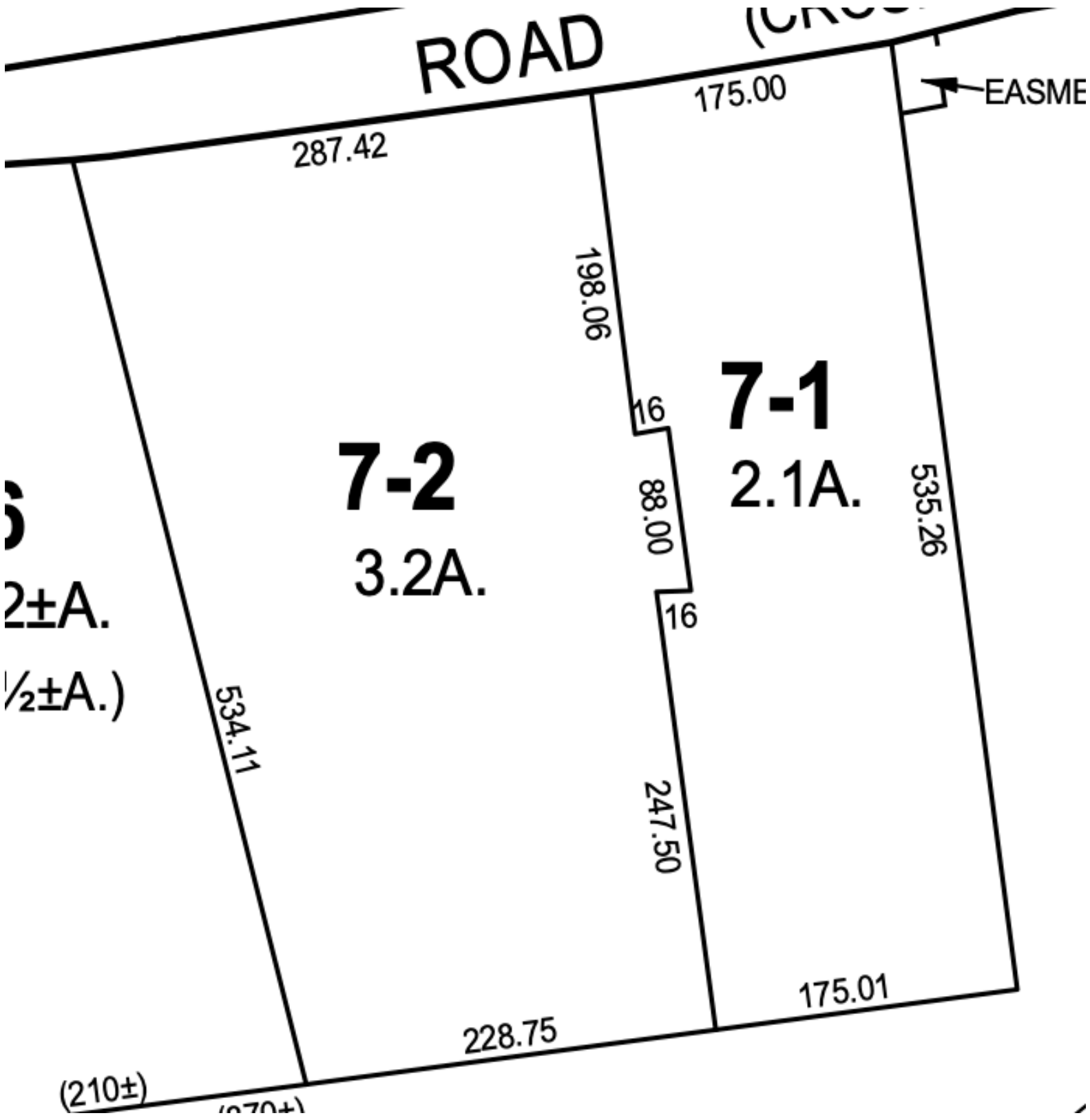
175.01

228.75

(210±)

(270±)

2±A.
1/2±A.)



Chapter 14. Zoning

§ 14-2.4. Building or Structure Nonconforming By Use.

[Ord. 6/23/94, Art. 2]

- a. **Continuance of Use.** Nothing in this chapter shall prevent or be construed to prevent the continuance of a nonconforming use of any building or structure for any purpose to which such building or structure was lawfully established.
- b. **Maintenance and Repair.** A building or structure containing a nonconforming use may be maintained and repaired except as otherwise provided in this section.
- c. **Moving.** A building or structure containing a nonconforming use shall not be moved in whole or in part either on or off the lot on which it is located unless the use contained within such building or structure is made to conform to the use regulations of the zone in which it is relocated.
- d. **Addition and Enlargement.** A building or structure containing a nonconforming use shall not be added to or enlarged in any manner, including any addition or enlargement of floor area or volume, unless the use contained within such building or structure, including such addition and enlargement, is made to conform to the use regulations of the zone in which it is located, provided however that limited addition or enlargement may be granted by the Board as a special use pursuant to Subsection **i** below.
- e. **Expansion.** A nonconforming use of a building or structure shall not be expanded into any other portion of the building or structure which contains a conforming use or which is unoccupied or unused, provided however that limited expansion may be granted by the Board as a special use pursuant to Subsection **i** below.
- f. **Intensification.** A nonconforming use of a building, structure or land shall not be intensified in any manner. Intensification shall include, but not be limited to, increasing hours of operation, increasing the number of dwelling units or increasing the seating capacity of a place of assembly. However, this section shall not prohibit the reconfiguration of lawfully established dwelling units within a building or structure so long as such reconfiguration complies with the requirements of Subsection **e** above, provided however that limited intensification may be granted by the Board as a special use pursuant to Subsection **i** below.
- g. **Change of Use.** A lawful nonconforming use shall not be changed to another nonconforming use but may be changed to a use conforming to the provisions of this chapter, or to a use within the same use code as listed under § 14-3. Once a lawful nonconforming use is changed to a conforming use, it may not be changed back to a nonconforming use.
- h. **Abandonment.** If the lawful nonconforming use of any land, building, structure or sign is abandoned, it shall not be allowed to resume except in conformity with all applicable provisions of this chapter. Abandonment of a nonconforming use shall consist of some overt act, or failure to act, which would lead one to believe that the owner of the nonconforming use neither claims nor retains any interest in continuing the nonconforming use unless the owner can demonstrate

an intent not to abandon the use. For the purposes of this section, the intent to abandon a lawful nonconforming use shall be demonstrated by one or more of the following actions:

1. Voluntary demolition of the building, structure or sign.
2. Failure to apply for or lapse of any permits, licenses or certifications required for continuation of the use or failure to appeal any denial of any such permit, license or certification within 12 months of any such lapse or denial.
3. Removal of fixtures, equipment, machinery or inventory necessary for the continuation of the use from the site, building or structure.

An involuntary interruption of a nonconforming use, such as by fire and natural catastrophe, does not establish the intent to abandon the nonconforming use. However, if any nonconforming use is discontinued, which shall include a change in the use of the building, structure, site or sign to another use or failure to maintain the site, building, structure or sign in habitable, usable or safe condition or failure to protect said building, structure or sign from the natural elements, for a period of one year or more, the owner of the nonconforming use will be presumed to have abandoned the nonconforming use, unless that presumption is rebutted by the presentation of sufficient evidence of intent not to abandon the use.

- i. **Special Use Permit for Addition, Enlargement, Expansion or Intensification.** As a special use in compliance with the provisions of § 14-9 of this chapter, the lawful nonconforming use of a building, structure, sign or land may be added to, enlarged, expanded or intensified provided that such addition, enlargement, expansion or intensification shall not exceed 50% in excess of the existing floor area or land or intensity used for the nonconforming use at the time the use became lawfully nonconforming. Said increased use shall comply with all other dimensional and area requirements of this chapter. In granting such a special use permit, the Zoning Board of Review may place such restrictions on such increase as it may deem necessary to minimize its effect upon neighboring property and uses.
- j. **Destruction or Demolition.** If a nonconforming use is damaged or destroyed by accident or act of God, it may be restored or repaired provided the use, total floor area or land area of use and the location on the site is not altered or increased. Such repair or restoration shall comply in all respects with all applicable codes, ordinances and other applicable regulatory systems.

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- j. **Destruction or Demolition.** If a nonconforming use is damaged or destroyed by accident or act of God, it may be restored or repaired provided the use, total floor area or land area of use and the location on the site is not altered or increased. Such repair or restoration shall comply in all respects with all applicable codes, ordinances and other applicable regulatory systems.

§ 14-3.1. Compliance with Regulations.

The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land. In addition, § 14-4 contains dimensional regulations and § 14-5 contains supplementary regulations which apply to specific conditions, areas or uses.

- a. **Principal Use.** Table 1-A - Table of Principal Use Regulations is designed to regulate principal land uses in two zoning districts in the Town. A principal use is the main or primary use of the land or building.
- b. **Accessory Use.** Table 1-B - Table of Accessory Use Regulations is designed to regulate accessory uses. An accessory use is any use of land or of a building (or portion thereof) that is customarily incidental to and subordinate to the principal use of the land or building. An accessory use shall be restricted to the same lot as the principal use and shall not be permitted without the principal use to which it is related. Home occupations (see Subsection 14-5.6) are accessory uses.
- c. **Use Code.** Each land use or use group is identified by a use code number and is a separate

use. The use code is a classification system designed to limit and aid in the interpretation of the use regulations. Where a use is not specifically listed below, such use is not permitted unless the Building Official shall, (pursuant to Rhode Island General Laws § 45-24-54) upon written request, provide written information to the requesting party as to the determination that the use is included within the appropriate use code number within 15 calendar days of the written request. In the event that no response is provided within such time or if the requesting party disagrees with the response, the requesting party shall have the right to appeal to the Board for such determination.

- d. **Public Utilities and Public Services.** The provisions of this chapter shall not be construed so as to limit or interfere with the construction, installation, operation and maintenance for public utility purposes of main line and conduits, including, but not limited to electric light and electric power transmission and distribution lines, telephone lines, cable television lines, water and sewer mains, natural gas pipes and incidental appurtenances and installations.
- e. **Use Regulations.** Permitted uses are denoted with a "Y" for yes. Uses which are not permitted are denoted with an "N" for no. Uses permitted only upon approval of the Board are denoted with an "S" for special use permit. A special use permit shall only be approved in accordance with the provisions of this chapter. Any number of uses may be located on a lot provided each use is permitted and all other requirements of this chapter are met.

[Ord. 6/23/94, Art. 3; Ord. 5/31/06, §§ 1 — 3; amended 7-11-2019]

Table 1-A - Table of Principal Use Regulations

Use #	Principal Uses	Residential (R)	Business (B)
A	AGRICULTURAL & FISHING		
A1	Agricultural uses including the growing, processing, value added production, displays, education, promotion and sales of agricultural products including, but not limited to wineries.	Y	Y
A2	Agricultural uses-raising of pigs, provided that there are not more than 2 adult pigs per acre, not to exceed 25 pigs on any 1 lot and that there shall be a fifty-foot buffer between the pig pen and property line or a 100-foot buffer between the pig pen and an abutting residence.	Y	Y
A3	Aquacultural uses - storage of nets, sealed bait barrels, lobster traps, and related fishing equipment.	Y	Y
A4	Handling and transfer of seafood, but not processing.	N	Y
A5	Aquacultural uses including raising, harvesting, sales, promotion, and displays of aquacultural products including, but not limited to fish farming providing such operation is granted a special use permit under § 14-5, Subsections 14-5.10 and 14-5.11.	S	S
R	RESIDENTIAL		
R1	Single-family detached dwelling.	Y	Y
R2	Duplex (2 household units) on 3 acres, provided that 1 unit is affordable with affordability restrictions in place and subject to development plan review by	Y	Y

	the Planning Board.		
R2A	Duplex (2 household units) on 2 acres, provided that 1 unit is affordable with affordability restrictions in place and subject to development plan review by the Planning Board.	S	S
R2B	Duplex (2 household units) on any legally established lot of record less than 2 acres provided both units shall be affordable with affordability restrictions in place, that DEM ISDS approval is obtained and subject to development plan review by the Planning Board.	Y	Y
R3	Multiple family dwelling structure housing a maximum of 6 dwelling units, with no limitations on number of bedrooms. Subject to development plan review by the Planning Board and provided that DEM ISDS approval is obtained and affordability restrictions are in place, for each of the dwelling units.	N*	Y
R3A	Conversion of lawfully existing commercial structures which are legal nonconforming by use into multiple-household affordable housing units. Subject to development plan review by the Planning Board and provided that DEM ISDS approval is obtained and affordability restrictions are in place, for each of the dwelling units.	S	S
R4	Bed and breakfast establishment, provided that there shall be no more than 4 guest bedrooms and that the proprietor shall reside full time on the premises.	S	Y
R5	Hotel, motel or lodging house providing accommodations for a density no more than 10 persons per acre of site area.	N	S
O	OPEN SPACE USES		
O1	Reservation for the conservation of animal, plant or marine life or the protection of a natural or historic resource.	Y	Y
O2	Golf course, including driving range as part of the golf course and those facilities normally associated with a country club, but not including commercial miniature golf courses.	Y	Y
O3	Tennis courts, outdoors and not lighted.	Y	Y
O4	Tennis courts, outdoors and lighted.	S	Y
O5	Public or quasi-public park, playground or athletic field.	Y	Y
O6	Riding stable.	Y	S
O7	Public or private bathing beach or public swimming pool.	S	Y
O8	Day camp for children or youth.	S	S
O9	Cemetery, mausoleum or columbarium.	S	Y

I INSTITUTIONAL			
I1	Local government building, facility, office.	S	Y
I2	Public safety building.	S	Y
I3	Government facility for waste disposal, waste transfer, or public works	N	S
I4	Local government facility for the handling or transfer of hazardous waste.	N	S
I5	Church or other place of worship.	Y	Y
I6	Public transit shelter or station.	S	Y
I7	Public utility facility for electric power, natural gas, telephone, cable television, public water supply or public sewer service.	Y	Y
I8	Public utility facility which is customarily open for public business.	N	Y
I9	Charitable institution, club, lodge or community center operated by a nonprofit organization, not including any commercial activity.	S	Y
I10	Medical treatment facility with 3 or more physicians or providers.	S	S
I11	Day care - Family day care home.	Y	Y
I12	Public, private or quasi-public day care center, nursery, kindergarten, elementary, secondary or higher education facility.	S	Y
I13	Nursing home.	S	Y
I14	Community residence.	Y	Y
I15	Public utility structure other than an office.	S	S
C COMMERCIAL			
C1	Temporary real estate office for an area under development, limited to a duration of 1 year.	Y	Y
C2	General business office or office building.	N	Y
C3	Bank or other financial institution.	N	Y
C4	Retail store, drug store or specialty shop, grocery or other food store 10,000 square feet GFA or less.	N	Y
C5	Shop providing service to the public such as: watch repair, small appliance repair, barber shop, beauty shop, shoe repair and others of a similar nature.	N	Y
C6	Commercial off-street parking facility.	N	Y
C7	Commercial boat dock, pier or wharf.	S	Y
C8	Mortuary or funeral home.	S	S
C9	Trade or professional school.	S	S
C10	Commercial recreation building, including indoor tennis.	N	S
C11	Commercial school offering instruction in music, dance, voice and others.	N	S

C12	Office or retail outlet for a wholesale or manufacturing use.	N	S
C13	Restaurant, lunch room, cafe, tavern.	N	S
C14	Fast food restaurant.	N	N
C15	Package liquor store.	N	S
C16	Furniture and similar stores, 10,000 square feet GFA or less.	N	S
C17	Dry-cleaning plant or coin-operated laundry.	N	N
C18	Theatre or concert hall.	N	S
C19	Automotive, trailer or other vehicle sales or rental establishment.	N	S
C20	Gasoline filling station, including automotive repairs.	N	S
C21	Retail or wholesale business involving the storage of machinery, building materials, sand, gravel or fuels.	N	S
C22	Shop providing repair and related services for small appliances, machinery, tools, agricultural implements and others of a similar nature.	N	Y
C23	General automotive repairs, including the parking or storage of motor vehicles and other motorized equipment.	N	S
C24	Kennel.	S	Y
C25	Principal solar energy systems or virtual metering systems that produce electricity to be sold.	N	S
M	MANUFACTURING		
M1	Seafood processing.	N	N
M2	Manufacturing, packaging, assembling, fabricating and storage of products made on the premises from previously prepared raw materials.	N	N
M3	Bakery or catering establishment with no more than 3,000 square feet of GFA.	N	Y
M4	Manufacture of articles from metal, wood, stone, clay, glass, ceramics, paper, leather or similar materials for display, wholesale or retail sales, provided that no more than 2,500 square feet GFA be used, and that there be no more than 5 employees.	N	S

*The Town Council will consider zoning amendments from the R Zone to the B Zone, for affordable housing proposals within 1/4 mile of any B zone existing on May 31, 2006.

Use #	Accessory Uses	Residential (R)	Business (B)
1	Structures and/or activities normally accessory to and required for the operation of a permitted use. Such an accessory use or structure shall be locat-	Y	Y

	ed on the site of the principal use and may include such items as parking facilities, agricultural buildings, sheds, garages and similar uses or structures.		
2	Structures and/or activities normally accessory to and required for the operation of any special use permit listed above, provided that such facility or use shall be located on the site of the principal use.	S	S
3	Living quarters accessory to business use for the sole occupancy of the proprietor, owner or a representative of either of the principal business uses and having a site area of no less than 1 acre.	N	S
4	The renting of no more than 2 bedrooms in an existing residential structure.	Y	Y
5	Roof-mounted accessory solar system	Y	Y
6	Ground-mounted accessory solar system equal to or less than 1,000 square feet	Y	Y
7	Ground-mounted accessory solar system greater than 1,000 square feet	S	S
8	Accessory-principal agricultural solar energy system	S	S

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- c. **Moving.** A building or structure containing a nonconforming use shall not be moved in whole or in part either on or off the lot on which it is located unless the use contained within such building or structure is made to conform to the use regulations of the zone in which it is relocated.
- d. **Addition and Enlargement.** A building or structure containing a nonconforming use shall not be added to or enlarged in any manner, including any addition or enlargement of floor area or volume, unless the use contained within such building or structure, including such addition and enlargement, is made to conform to the use regulations of the zone in which it is located, provided however that limited addition or enlargement may be granted by the Board as a special use pursuant to Subsection i below.
- e. **Expansion.** A nonconforming use of a building or structure shall not be expanded into any other portion of the building or structure which contains a conforming use or which is unoccupied or unused, provided however that limited expansion may be granted by the Board as a special use pursuant to Subsection i below.
- f. **Intensification.** A nonconforming use of a building, structure or land shall not be intensified in any manner. Intensification shall include, but not be limited to, increasing hours of operation, increasing the number of dwelling units or increasing the seating capacity of a place of assembly. However, this section shall not prohibit the reconfiguration of lawfully established dwelling units within a building or structure so long as such reconfiguration complies with the requirements of Subsection e above, provided however that limited intensification may be granted by the Board as a special use pursuant to Subsection i below.
- g. **Change of Use.** A lawful nonconforming use shall not be changed to another nonconforming use but may be changed to a use conforming to the provisions of this chapter, or to a use within the same use code as listed under § 14-3. Once a lawful nonconforming use is changed to a conforming use, it may not be changed back to a nonconforming use.
- h. **Abandonment.** If the lawful nonconforming use of any land, building, structure or sign is abandoned, it shall not be allowed to resume except in conformity with all applicable provisions of this chapter. Abandonment of a nonconforming use shall consist of some overt act, or failure to act, which would lead one to believe that the owner of the nonconforming use neither claims nor retains any interest in continuing the nonconforming use unless the owner can demonstrate

an intent not to abandon the use. For the purposes of this section, the intent to abandon a lawful nonconforming use shall be demonstrated by one or more of the following actions:

1. Voluntary demolition of the building, structure or sign.
2. Failure to apply for or lapse of any permits, licenses or certifications required for continuation of the use or failure to appeal any denial of any such permit, license or certification within 12 months of any such lapse or denial.
3. Removal of fixtures, equipment, machinery or inventory necessary for the continuation of the use from the site, building or structure.

An involuntary interruption of a nonconforming use, such as by fire and natural catastrophe, does not establish the intent to abandon the nonconforming use. However, if any nonconforming use is discontinued, which shall include a change in the use of the building, structure, site or sign to another use or failure to maintain the site, building, structure or sign in habitable, usable or safe condition or failure to protect said building, structure or sign from the natural elements, for a period of one year or more, the owner of the nonconforming use will be presumed to have abandoned the nonconforming use, unless that presumption is rebutted by the presentation of sufficient evidence of intent not to abandon the use.

- i. **Special Use Permit for Addition, Enlargement, Expansion or Intensification.** As a special use in compliance with the provisions of § 14-9 of this chapter, the lawful nonconforming use of a building, structure, sign or land may be added to, enlarged, expanded or intensified provided that such addition, enlargement, expansion or intensification shall not exceed 50% in excess of the existing floor area or land or intensity used for the nonconforming use at the time the use became lawfully nonconforming. Said increased use shall comply with all other dimensional and area requirements of this chapter. In granting such a special use permit, the Zoning Board of Review may place such restrictions on such increase as it may deem necessary to minimize its effect upon neighboring property and uses.
- j. **Destruction or Demolition.** If a nonconforming use is damaged or destroyed by accident or act of God, it may be restored or repaired provided the use, total floor area or land area of use and the location on the site is not altered or increased. Such repair or restoration shall comply in all respects with all applicable codes, ordinances and other applicable regulatory systems.

§ 14-4.1. Dimensional, Area and Density Requirements.

[Ord. 6/23/94, Art. 4; Ord. 5/6/99, §§ 1, 3; Ord. 6/21/01; Ord. 5/31/06, § 4; Ord. 10/27/11]

The following requirements shall apply to all structures, buildings and activities hereafter located in or initiated in all zoning districts and to any extension of an existing structure, building or activity.

Dimension	Residence (R)	Business (B)
Minimum lot area*	2 acres, exclusive of any streets, or rights-of-way, in all zoning districts	No minimum lot size**
Minimum lot width at the building line	175 feet and the 175 feet frontage shall extend back to a depth of at least 175 feet and continue at no less than a 100-foot width until the 2 acre requirement has been met	40 feet
Minimum street frontage	175 feet. Cul-de-sac 105 feet	None

Minimum front yard depth from the street line to the building line	50 feet	30 feet or the average depth of front yards of developed adjacent lots or parcels
Minimum rear yard depth	25 feet	25 feet
Minimum side yard width	25 feet, each side yard	25 feet. This minimum dimension may be decreased to zero where adjacent lots or parcels of land are to be combined for the simultaneous development of 1 business structure or a series of interconnected structures, not exceeding 200 feet with no break, as part of a business development complex
Minimum distance from an R District boundary	N/A	40 feet
Maximum coverage of lot by all structures	10%	15%
Maximum height of structure	30 feet***	30 feet***
Maximum height of accessory structures, exclusive of barns, silos and other agricultural structures	24 feet. Accessory barns and other agricultural structures shall be 30 feet. Silos may be a maximum height of 50 feet	30 feet. Silos may be a maximum height of 50 feet

*The construction of a second, detached single-family dwelling unit on a 3-acre parcel is permitted by right, provided that DEM ISDS approval is obtained and affordability restrictions are in place for 1 unit. See definitions for "affordable housing" and "affordability restrictions."

**As of October 2011 any new subdivided lots within both Residence (R) or Business (B) districts must meet the 2 acre minimum if the use will be for a dwelling unit. Business use shall have no minimum lot size if it is located within the Business (B) district.

***Reference §§ 14-10b21 and 14-10b51.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT LEWIS REALTY, LLC, a Rhode Island limited liability company, with its principal place of business located in Little Compton, Rhode Island 02837 ("Grantor") for consideration paid in the amount of **Three Hundred and Thirty-Four Thousand Five Hundred and 00/100 (\$334,500.00)** Dollars does hereby grant to SAKONNET REALTY, LLC, a Rhode Island limited liability company with its principal place of business located in Little Compton, Rhode Island 02837 ("Grantee"), with WARRANTY COVENANTS, those two certain lots or parcels of land with the buildings and improvements thereon situated in the Town of Little Compton, County of Newport, State of Rhode Island, designated as Parcel "A" containing 2.1 acres and Parcel "B" containing 3.2 acres, all as shown and delineated on that certain survey entitled "Land of Donald E. Crowther and George J. Crowther, Jr. Pottersville/Crosby Road, Little Compton, RI, 1" - 60', July 8, 1983, J.P. Amarantes, RLS", said Plan being recorded in the Land Evidence Records of the Town of Little Compton in Plan Book 7 at Page 23.

BE ALL said measurements more or less or however otherwise the same may be bounded or described.

BEING the same premises conveyed to LEWIS REALTY, LLC, by deed of U.S. PROPERTY MANAGEMENT GROUP, LLC, dated and recorded March 6, 2015 in Book 281 at Page 139 of the Land Evidence Records of the Town of Little Compton, Rhode Island.

BEING Lots 7-1 and 7-2 on Town of Little Compton Tax Assessor's Plat 37, as presently constituted for reference purposes only.

SUBJECT to taxes assessed by the Town of Little Compton, Rhode Island on December 31, 2019.

Subject to the terms and provisions of that certain Lease Agreement between US Property Management, LLC and Robert Lavoie dated January 1, 2006 and recorded in Book 280 at Page 290 in the Little Compton Land Evidence Records.

**BILL OF SALE
MOBILE HOME**

Know All Men These Presents, that LEWIS REALTY, LLC, a Rhode Island Limited Liability Company (hereinafter referred to as "Grantor"), for consideration paid, does hereby give, grant, bargain, sell and convey unto SAKONNET REALTY, LLC, a Rhode Island Limited Liability Company, the following described personal property, located in Little Compton, Rhode Island:

Mobile home located at 88 Pottersville Road, Little Compton, Rhode Island 02837, Assessor's Plat 37, Lot 7-1.

The Grantor hereby covenants with the Buyer that he is the lawful owner of the said mobile home.

Said property is sold AS IS and AS SEEN and Grantor makes no warranties or representations as to merchantability, fitness or suitability for a particular purpose or otherwise.

The consideration for this transfer is such that no documentary stamps are required.

IN WITNESS WHEREOF, said LEWIS REALTY, LLC, has caused these presents to be executed this 14th day of December, 2020.

The Consideration of full transfer is such that no documentary stamps are required.

LEWIS REALTY, LLC

By

Kenneth Lewis, Member

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Middleboro, in said County and State, on the 14th day of December, 2020, before me personally appeared **KENNETH LEWIS**, to me known and known by me to be the person described herein and who executed the foregoing instrument individually and on behalf of **LEWIS REALTY, LLC**, and he acknowledged said instrument by him executed, to be the free act and deed of said Company, to be his free act and deed as Member of the Company and his free act and deed individually.

Filed in the Town Clerk's Office
Little Compton, RI
on DEC 14, 2020 02:31 PM

Case A Woods
WITNESS
TOWN CLERK

Christopher J. Benan
Notary Public

CHRISTOPHER J. BENAN
Notary Public - State of Rhode Island
My Commission Expires
11/9/2021



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF WATER RESOURCES PERMITTING SECTION
235 PROMENADE STREET
PROVIDENCE, RI 02908

September 25, 2017

TO: Lewis Realty LLC
24 Bronnelli Road
Little Compton, RI 02837

SITE INFORMATION

Application No.: 0518-0247
Street: 90 Postorville Road
Town: Little Compton
Plat: 27
Lot: 7-2
Subdivision:
Subdivision Lot No:

CERTIFICATE OF CONFORMANCE

This Certificate of Conformance means that the Onsite Wastewater Treatment System (OWTS), which has been installed under the above application number, appears to substantially conform with the design requirements and other requirements as indicated on the application, and associated plans and specifications. **PERMISSION IS THEREFORE GRANTED FOR UTILIZATION OF THE SEWAGE DISPOSAL SYSTEM.** A copy of this certificate has been forwarded to the building official of the municipality having jurisdiction over the subject site; he/she may issue a Certificate of Occupancy for the building provided all other local requirements have been met. The building official must receive a copy of the Certificate of Conformance prior to his or her issuing any required certificate of occupancy for the building or facility to be served by the OWTS.

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

This approval is subject to future suspension and revocation in the event that: subsequent examination reveals that any of the data indicated on the application, plan or specifications is incorrect or not in compliance with applicable regulations; or the OWTS system discharges sewage to the surface of the ground or to any watercourse, fails to otherwise operate satisfactorily or is altered in a manner which deviates from the terms of the approved application.

Authorized Agent: Mohamed J. Freij, PE, PLS, Supervising Sanitary Engineer

ONSITE WASTEWATER TREATMENT SYSTEM SECTION

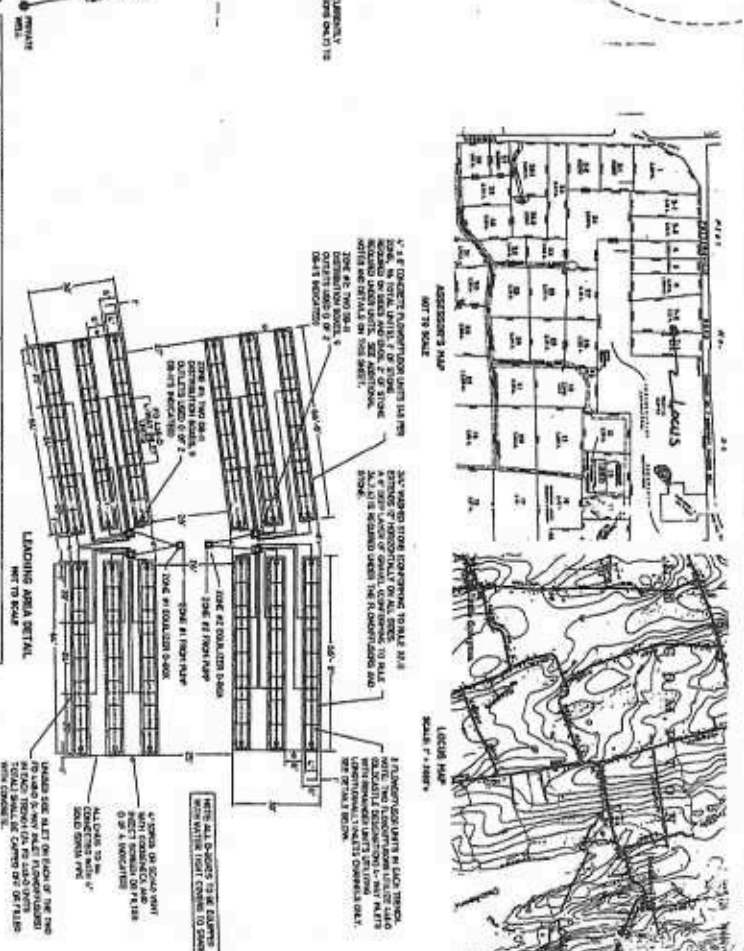
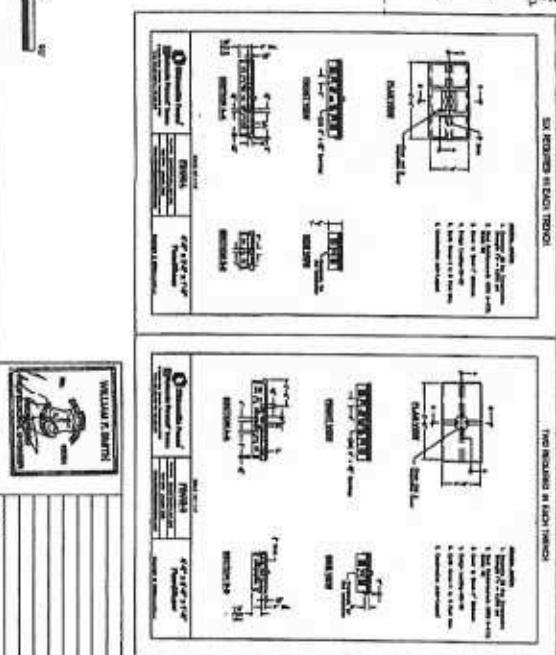
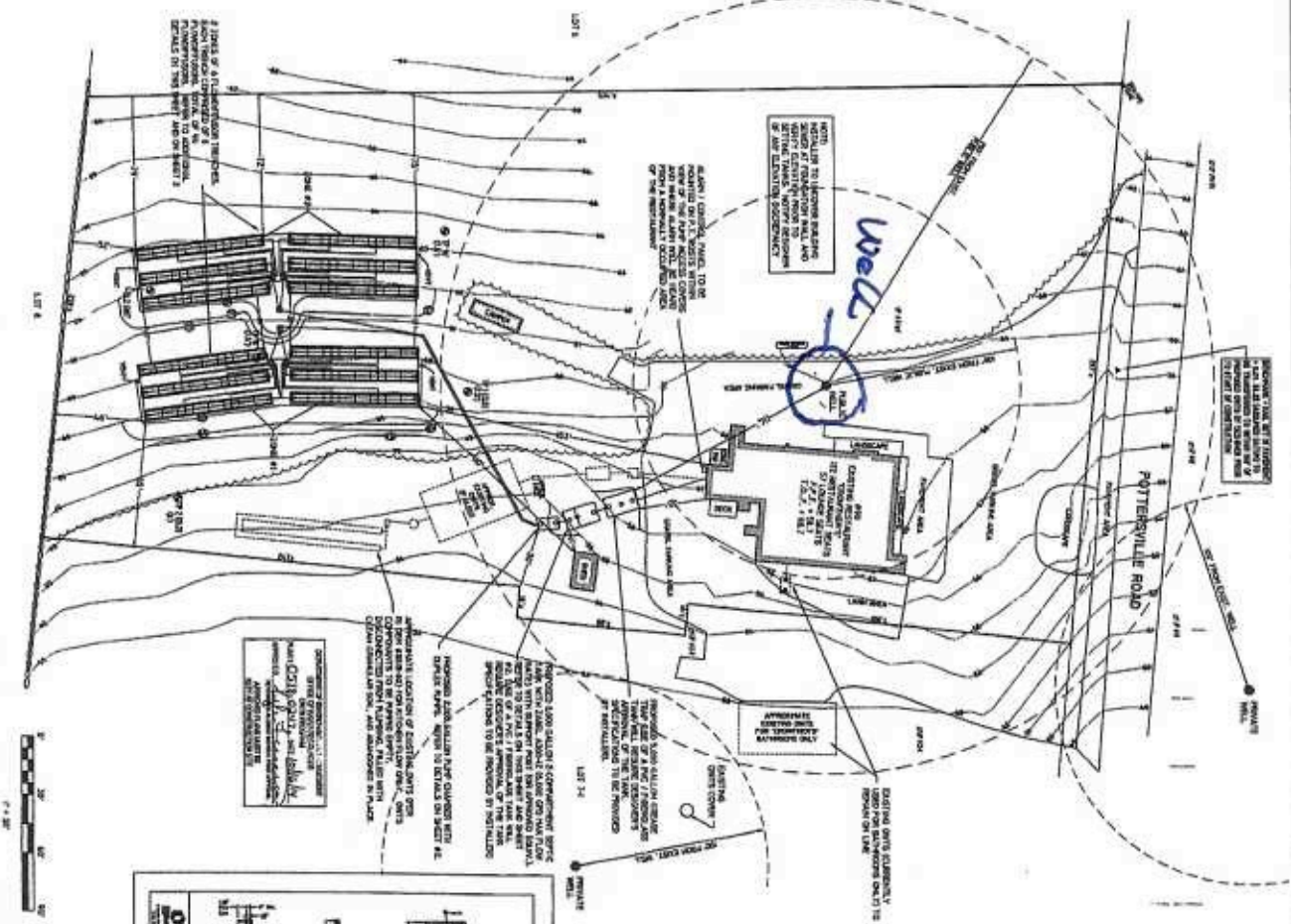
SEE REVERSE SIDE FOR IMPORTANT INFORMATION ON CARE AND MAINTENANCE

cc: Building Inspector
Owner

DEM COPY

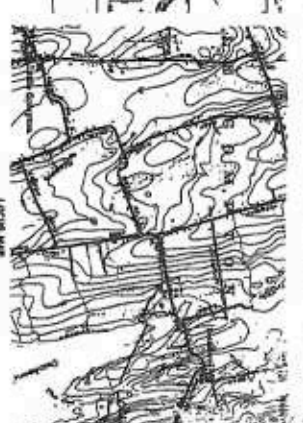
90 POTTSVILLE RD

HAASITE - 256



PROPOSED DINING SERVICE PLAN
THE RESTAURANT GROUP, LLC
 CROWTHER'S RESTAURANT
 90 POTTSVILLE ROAD
 LITTLE CANYON, MISSOURI 64581, N. 88
 ASSessor'S PLAT 27 LOT 7-4

CML Engineering Concepts, Inc.
 1000 S. 10th Street
 Littleton, CO 80120
 PH: (303) 948-4077
 FAX: (303) 948-4078
 EMAIL: cml@conceptsinc.com
 WWW: www.conceptsinc.com





**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ON-SITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**



APPLICATION No. 0518-0247 DATE RECEIVED 3/11/17 AMOUNT RECEIVED \$300 CHECK # 1909 NOTE 0158

TYPE OF APPLICATION (CHECK ALL THAT APPLY)

- NEW BUILDING CONSTRUCTION A/E TECHNOLOGY TYPE _____
 ALTERATION VARIANCE
 REPAIR REDESIGN
 TRANSFER JOINT OWTs/WETLANDS PD

FOR RIDEM USE ONLY

CERTIFICATION

SITE INFORMATION

90 DORRISVILLE ROAD LITTLE COMPTON POLE 12
 NO. STREET CITY/TOWN POLE #
 PLAT NUMBER 37 LOT NUMBER 7-2 SUBDIVISION LOT NUMBER N/A
 LOT SIZE 3.2 ACRES SQUARE FEET 144,900 DATE 01/2017
 SUBDIVISION NAME N/A
 SUBDIVISION SITE SUITABILITY CERTIFICATION # N/A

OWNER INFORMATION

Leavis Remy LLC FIRST NAME M.I.
 LAST NAME
24 Brewster Road Little Compton RI 02837
 NO. STREET CITY/TOWN ZIP CODE

RIDEM APPLICATION HISTORY

PREVIOUS SITE TESTING YES NO APPLICATION # 0518-0247
 DEPTH TO APPROVED WATER TABLE 90' HOW DETERMINED SOLAR EAR
 TEST HOLE # A13 DATE EXCAVATED 3/10/14 WETLANDS WITHIN 200' OF OWTs YES NO
 WETLAND DETERMINATION YES NO RIDEM FILE # _____ DATE 1/1
 LARGE SYSTEM YES NO

DESIGN INFORMATION

BUILDING USE: Residential Commercial
 Other Restrooms & Bar (Kitchen Room)
 WATER SUPPLY: public water public well private well
 # OF DESIGN UNITS 179 SEATS 122 OBT 157 BAR FOURS 1
 UNIT DESIGN FLOW 20 gallons per seat (unit) TOTAL DAILY FLOW 3580 gallons
 TANK SIZE 8000 gallons DESIGN LOADING RATE .46 gallons/gpdlst
 MINIMUM REQUIRED LEACHFIELD AREA 7783 square feet
 LEACHFIELD TYPE 12 Spreader gravel trenches @ 66' lane
 TOTAL AREA OF LEACHFIELD PROVIDED 8208 square feet

I, Lucia E Smith (print, the undersigned licensed OWTs designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTs and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature [Signature] License # 03025
 Designer's Email lsmith@ac.com Phone # 592-0177

Business/Company Name Civic Environmental Concepts Inc

I certify that a) I am the owner of the property indicated under the site information on this application, b) I will hire a licensed OWTs installer to install the system proposed herein, c) the system will be installed in strict accordance with this application, d) I will hire and retain the licensed OWTs designer of record to witness and report the installation of the system, e) I assume all responsibility for the truth and accuracy of this application and all liability and responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying this application are the original documents subject to certification.
 Owner(s) Signature [Signature] Phone Number 401 297 9608

PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE

Based upon the representations of the owner and the owner's agent, including the representations of the owner's OWTs designer, and the truth and accuracy of all information submitted, this application for an OWTs is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the approved system, or the fitness or suitability of this system to the site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's, representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES or any conditions of the site as such that the approved design be not in accordance with the RULES, or in the event that the system discharges inadequately treated wastewater to waters of the State or fails to operate satisfactorily in any other manner.

IMPORTANT: Additional terms of approval as circled.

- A. Section of leaching area excavation must be inspected by the RIDEM prior to placement of any gravel or stone.
- B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
- C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on _____.
- D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
- E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification.)
- F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.
- G. Proposed construction falls within "Coastal Zone": Contact Rhode Island Coastal Resources Management Council.
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.

Repair only.

Signature of RIDEM Official [Signature] Date of Approval 3.2.17 Date of Expiration 3.2.18



State of Rhode Island

OWTS Search - Office of Water Resources

Department of Environmental Management

[OWTS Website](#)

[RI.gov](#)

OWTS Permit#: 0518-0247

Location: 90 Pottersville Road, Little Compton

Plat/Lot: 37/7-2

Owner: Lewis Realty LLC

Designer: William Smith

Total Daily Flow: 3580 gallons

For residential use, calculate approved number of bedrooms by dividing the Total Daily Flow by 150 gallons/bedroom for systems approved before 2008 or by 115 gallons/bedroom for systems approved in or after 2008.

Conformed File:

[VIEW](#)

Historical Information:

09/25/2017	Conformance Mailed
09/25/2017	Application Conformed
09/25/2017	As Built Acceptable Mailed
09/25/2017	As Built Plans Approved
09/25/2017	Under Review for Conformance

09/25/2017	As-Built Plan Review
09/20/2017	As Built Plans Received
07/06/2017	Cover Inspection Waived
06/30/2017	Cover Inspection
03/03/2017	Cover Inspection Waived
03/03/2017	Cover Inspection
09/20/2017	Submit Certificate of Construction
03/02/2017	Start of Construction
03/02/2017	Approval Mailed
03/02/2017	Application Approved
03/02/2017	Site Visit
03/01/2017	Repair Application Received
10/20/2015	Re-inspection Required
10/19/2015	Cover Inspection
08/11/2015	Start of Construction
10/16/2014	Approval Mailed
10/16/2014	Application Approved
10/16/2014	Review Application Resubmission
10/07/2014	Response to Unacceptable Received
08/28/2014	Unacceptable Form Mailed to Applicant
08/26/2014	Application Found Unacceptable

08/26/2014	Site Visit
08/06/2014	Repair Application Received
03/11/2014	Soil Evaluation - CONCUR
03/10/2014	Dry Season Repair Test Hole
03/07/2014	Dry Season Application Received
09/26/2005	Site Evaluation Report Mailed
09/26/2005	Site Evaluation Approved
09/26/2005	Site Evaluation Form Review
09/22/2005	Site Evaluation Form Received
06/03/2005	Unacceptable Form Mailed to Applicant
06/03/2005	Application Found Unacceptable
06/03/2005	Review Application Resubmission
05/27/2005	Response to Unacceptable Received
04/29/2005	Unacceptable Form Mailed to Applicant
04/28/2005	Application Found Unacceptable
04/28/2005	Site Visit
04/21/2005	Repair Application Received
04/21/2005	Site Evaluation Report Mailed
04/20/2005	Site Evaluation Approved
04/19/2005	Site Evaluation Form Review
04/14/2005	Site Evaluation Form Received

02/21/2005	Soil Eval Not Witnessed Mailed
02/21/2005	Soil Evaluation Not Witnessed by DEM
02/21/2005	Dry Season Inspection for Soil
02/17/2005	Dry Season Application Received

Last Updated: 04/10/2024 7:17 PM

GENERATE CERTIFICATE OF CONFORMANCE

SEARCH AGAIN

To schedule a DEM File Review, email a Request for Records Form to DEM.FileReview@dem.ri.gov



Official State of Rhode Island Online Service

88 Potrassville Rd.

218025
651
W 8318-16

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF LAND RESOURCES
INDIVIDUAL SEWAGE DISPOSAL SYSTEM APPLICATION (278)

APPROXIMATE AREA: 218025
APPROXIMATE DATE: 5/18/83

PURPOSE OF APPLICATION: NEW BUILDING CONSTRUCTION ALTERATION OF EXISTING SYSTEM REPAIR TO EXISTING SYSTEM

STREET: 85121st CITY/TOWN: Little Compton
FLAT NUMBER: 37 RECORDERS: 7 ZHAC REQUISITE DESIGN REQUEST ATTACHED: YES NO

SUBDIVISION NAME: N/A LOT NUMBER: N/A INTERFERED BY STATES: YES NO WATER SUPPLY: PUBLIC WELL

OWNER'S NAME: DUREFEE LAST: FLORENCE FIRST: D JR CODE: D

MALDEN ADDRESS: PO Box 992 Little Compton, 02837 CITY/TOWN: Little Compton ZIP CODE: 02837

BUILDING USE: Mobile Home ANY PREVIOUS APPLICATION FOR THIS SITE: YES NO DATE: _____

NO. SEWAGE UNITS: 1 REGION FLOW: 150 GALLONS PER DAY TOTAL DAILY FLOW: _____ GALLONS

REGD. TANK SIZE: 11 FT DIAMETER TYPE SYSTEM: CHAMBER BED OTHER DESCRIBE: _____

NUMBER OF LINES: 3 WIDTH: 3' LENGTH: 62.5' AREA: 192.5 SQ. FT. 11/2' DIA. 102' DIA. 132' DIA. 152' DIA.

DEPTH	DATE	DEPTH	DATE	DATE EXCAVATED	DEPTH	DATE
47.5'	3-22-83	30"	4-7-83	3-18-83		
34'	3-25-83	30"	4-7-83			
31'	3-27-83	30"	4-7-83			
27'	3-27-83	30"	4-7-83			
23'	5-16-83	30"	4-7-83			

SEWER: 6" DIAM. TO 18" DEPTH: 30" TO 80" DATE EXCAVATED: 3-18-83

SOIL: CHM SFC 3" to 10" M.C. DATE EXCAVATED: 3-18-83

DEPTH: TO TO DATE: _____ DATE EXCAVATED: _____

DESIGN PRG. DATE: 2-5-82 DESIGN APP. DATE: 2-25-82 DESIGN APPROVED DATE: 2-25-82 DESIGNER: URSULA REQUIRED LEACHING AREA: 720 SQ. FT.

DEPT. OF ENVIRONMENTAL MANAGEMENT

DESIGNER'S SIGNATURE: URSULA REQUIRED LEACHING AREA: 720 SQ. FT.

DATE: 5-27-83 CONTROL NO: 31573

WET SEASON DESIGN (ENGLISH DETAINED) DEPTH: 65' FEET STANOPIR BY: FLORENCE

The undersigned (hereinafter referred to as the "Owner") certifies that the information provided herein is true and correct, and that the information provided is true and correct, and that the information provided is true and correct, and that the information provided is true and correct.

APPROVED: APPROVED REJECTED TRANSMITTED CORRECTED

DATE: 2/17

SIGNATURE: Florence F. Florens

TELEPHONE NO: _____

Date 8-17-83 By DK

PROCEEDINGS

WELL IS DEEPER THAN 200' MADE 200'
FROM AFT AREA. NO CAUSE FOR COMPLAINT.

Installed By

2

Confirmed By

P. Sullivan

Date

9-13-83



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

To: Florence Surina
PO Box 97
Little Compton, R.I.

Date: 8/15/83

Plat 3/ Lot 7

Application No. 8318-75

Location: Pole 14 Pettersville Rd.

CERTIFICATE OF CONFORMANCE

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

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

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

Authority: *Vincent A. Mattina*

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

Refer to Reverse Side
cc: Building Inspector



Rhode Island Department of Environmental Management
 Division of Land Resources
 Individual Sewage Disposal System Section

RD08 1077
 REV 2/78

INSPECTION REPORT

Site Location (If No Permit No.)	Permit Number	Inspection Date
Owner:	8318-25	8-24-83
Street:	Arrival Time	Weather Cond.
Town:		
Plat Lot Pole		

SUBJECT: OFFICIAL NOTICE OF INSPECTION

TYPE OF INSPECTION: Cover Bottom Bed Test Hole Site

FINDINGS/COMMENTS:

RESULTS OF INSPECTION (where applicable)

IMPORTANT: You are hereby advised to:

- O.K. to Paper and Cover System.
- Correct indicated discrepancies, then paper and cover system.
- Bottom Bed O.K. — Place gravel and call for Final Inspection.
- Correct the above-circled violations and call for a re-inspection.
- Have your designer submit revised (as-built) plans.
- Contact your designer since the violations appear too complex for a simple resolution.

Installer/Engineer W. M. S.
 License No. 3

[Signature]
 Signature of Inspector

Accompanied by

DEM ACTIVE COPY



Rhode Island Department of Environmental Management
 Division of Land Resources
 Individual Sewage Disposal System Section

ISDS 1077
 REV 3/78

INSPECTION REPORT

Site Location (If No Permit No.)	Permit Number	Inspection Date
Owner:	8318-85	8-27-85
Street:	Arrival Time	Weather Cond.
Town:		
Plat Lot Po's		

SUBJECT: OFFICIAL NOTICE OF INSPECTION

TYPE OF INSPECTION: Cover Bottom Bed Test Hole Site

FINDINGS/COMMENTS:

RESULTS OF INSPECTION (where applicable)

IMPORTANT: You are hereby advised to:

- O.K. to Paper and Cover System.
- Correct indicated discrepancies, then paper and cover system.
- Bottom Bed O.K. — Place gravel and call for Final Inspection.
- Correct the above-circled violations and call for a re-inspection.
- Have your designer submit revised (as-built) plans.
- Contact your designer since the violations appear too complex for a simple resolution.

Installer/Engineer *W. H. S.*

License No. *2*

J. L. Wilson
 Signature of Inspector

Accompanied by

DEM ACTIVE COPY

RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF LAND RESOURCES
ISDS SECTION

REQUEST FOR VERIFICATION OF GROUND WATER TABLE 18

Owner's name F. Duhaime Plot 37 Lot 7
Site WATERVILLE RD Town Little Compton
Water table 47.5' Engineer-Surveyor J. A. Ricci
Date taken 3-31-63 Comments

INSTRUCTIONS: The engineer-surveyor completes the above information, affixes his address and postage to the backside of the copy and returns (both) with other required information. **DO NOT SEPARATE CARDS.** The duplicate copy will be mailed to the engineer with a disposition indicated below. The card should then be retained and re-submitted with the final application.

OFFICIAL USE ONLY:

Please be advised that the above data is:

VERIFIED ACCEPTED DISCLAIMED By: _____

Date: _____

Remarks: 6.5'

The above disposition does not constitute a final approval or denial

DO NOT SEPARATE CARDS

DATE
 2-10-83
 2-25-83
 3-31-83

W831818

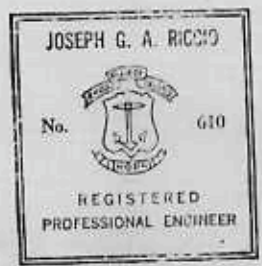
HOME
 LONG HWY
 POTERSVILLE RD
 SIDE 5

11-19
 12-19
 Railroad

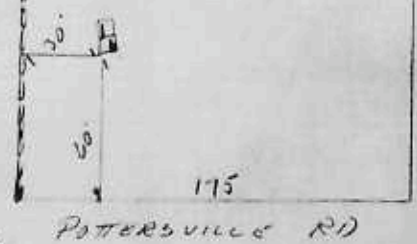
5/153
 M20 @ 7.5"
 MHD

RECEIVED
 R. I. DEPARTMENT OF
 ENVIRONMENTAL MANAGEMENT
 4 APR 1983
 DIVISION OF LAND RESOURCES
 I. S. D. S. SECTION

53526
 CALVERTHURS RESTAURANT



F. DURFEE
 PLAT 37 LOT 7
 POTERSVILLE RD
 LITTLE COMPTON, R.I.
 1" = 40'



10
 14

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

DIVISION OF LAND RESOURCES

INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

CERTIFICATE OF CONSTRUCTION

FOR INSTALLERS OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

I, CHESTER R. WILKIE JR, to the extent that I have performed
(INSTALLERS NAME PRINTED)

the work on said system as of the 29th day of AUGUST, 1983,

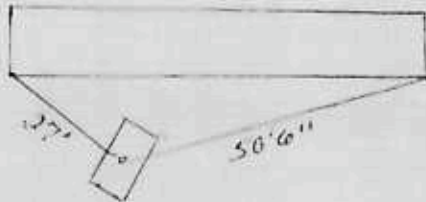
certify that the individual sewage disposal system as shown on the plans for

8318-25 was installed in conformance with the permit and plans
(ISDS PERMIT NO.)

for such system as approved by the Director of Environmental Management.

The property is located at 1616 14 POTTERSVILLE Rd
(STREET)

LITTLE COMPTON. The septic tank is located as set forth below
(CITY OR TOWN)



(SYSTEM INSPECTED BY)

Chester R. Wilkie Jr
(INSTALLERS SIGNATURE)

(DATE OF INSPECTION)

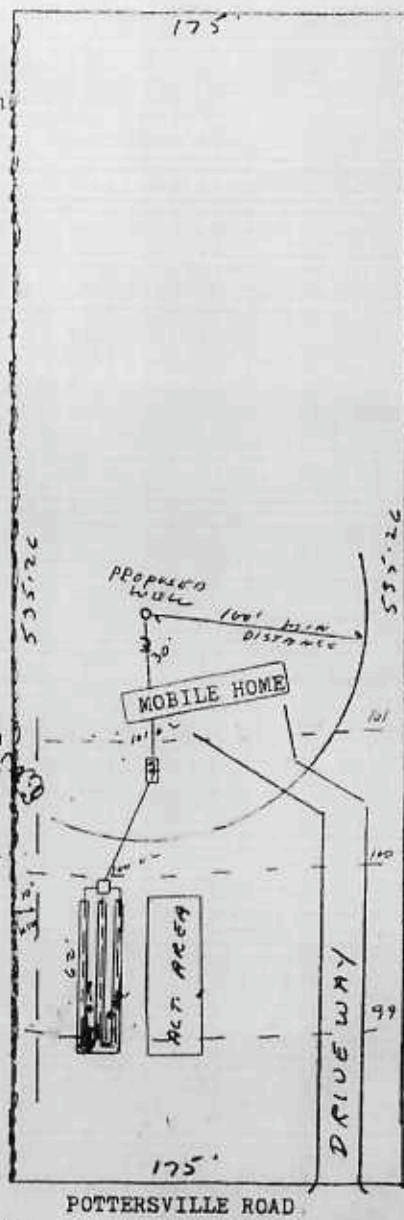
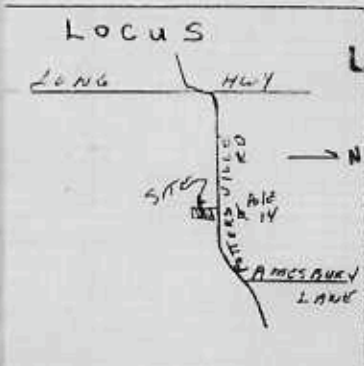
2 8/30/83
(LICENSE NO.) (DATE)

There are no other existing or proposed wells within 200' of proposed trenches
 There are no ISDS within 100' of proposed well
 There are no drains incl. foundation drains within 25' of proposed trenches
 Clear all trees & brush within 10' of proposed trenches
 Use ST with cast in place outlet tee
 Use DB with min 3 sq. ft. bottom area
 NOTE Use 12" of 1/2" stone beneath pipe invert in trenches

INVERTS	
ST IN	79.25
ST OUT	77.60
DB IN	77.43
DB OUT	77.25
END OF TRENCH	77.25
F.G.	99.50



Handwritten signature: Vincent A. Matassa
 577-87 8318-25



POTTERSVILLE ROAD
 FLORENCE DURPEE
 PLAT 37 LOT 7
 POTTERSVILLE RD.
 LITTLE COMPTON, R.I
 1" = 60'

Handwritten note: Pub 14

FILED



**State of Rhode Island
Department of State - Business Services Division**

MAR 18 2024
BY

Annual Report for the year: **2024**

Corporation _____

- Filing period: February 1 - May 1
- Filing Fee: \$50.00
- Penalty: Additional \$25.00 fee if form is not filed by May 31.

1. Entity ID Number 001714712		2. Exact name of the Corporation RL FLOUNDERS, INC.			
3. Principal Office Address 90 POTTERSVILLE RD.			City LITTLE COMPTON	State RI	Zip 02837
4. NAICS Code 722511		6. Brief description of the character of business conducted in Rhode Island FULL SERVICE RESTAURANT			
5. State of Incorporation RHODE ISLAND					
7. List ALL officers (names and addresses) Check the box to indicate an attachment <input type="checkbox"/>					
President Name LORI ELMSLIE			Vice-President Name ROGER WILKIE, JR.		
Street Address 7 STONYBROOK DRIVE			Street Address 77 MEETING HOUSE LANE		
City LITTLE COMPTON	State RI	Zip 02837	City LITTLE COMPTON	State RI	Zip 02837
Secretary Name ROGER WILKIE, JR.			Treasurer Name LORI ELMSLIE		
Street Address 77 MEETING HOUSE LANE			Street Address 7 STONYBROOK DRIVE		
City LITTLE COMPTON	State RI	Zip 02837	City LITTLE COMPTON	State RI	Zip 02837
8. List ALL directors (names and addresses) Check the box to indicate an attachment <input type="checkbox"/>					
Director Name			Director Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Director Name			Director Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
9. Shares Authorized		10. Shares Issued Check the box to indicate an attachment <input type="checkbox"/>			
This information is currently of record in the Department of State. Changes require an additional filing.		NUMBER OF SHARES		CLASS/SERIES	PAR VALUE
		1000		CNP	.01
11. This report must be executed on behalf of the corporation by an authorized representative. If the corporation is in the hands of a receiver or trustee, this report must be executed on behalf of the corporation by the receiver or trustee. Under penalty of perjury, I declare and affirm that I have examined this report, including any accompanying schedules and statements, and that all statements contained herein are true and correct.					
Name of Authorized Representative ROGER WILKIE, JR.				Date 03/11/2024	
Signature of Authorized Representative 					

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

ROAD

EASEMENT

287.42

175.00

7-2

3.2A.

7-1

2.1A.

±A.
±A.)

534.11

198.06

88.00

247.50

16

16

535.26

175.01

228.75

37-8
64 POTTERSVILLE ROAD
KEENAN/CHOLES B & COLLENS



1041041

W-71143066 W/AT

UST
18 10

UHS
BAS
18 31

FOP
12 8

FEP
5 7

BAS
63
61

BAS
13 2

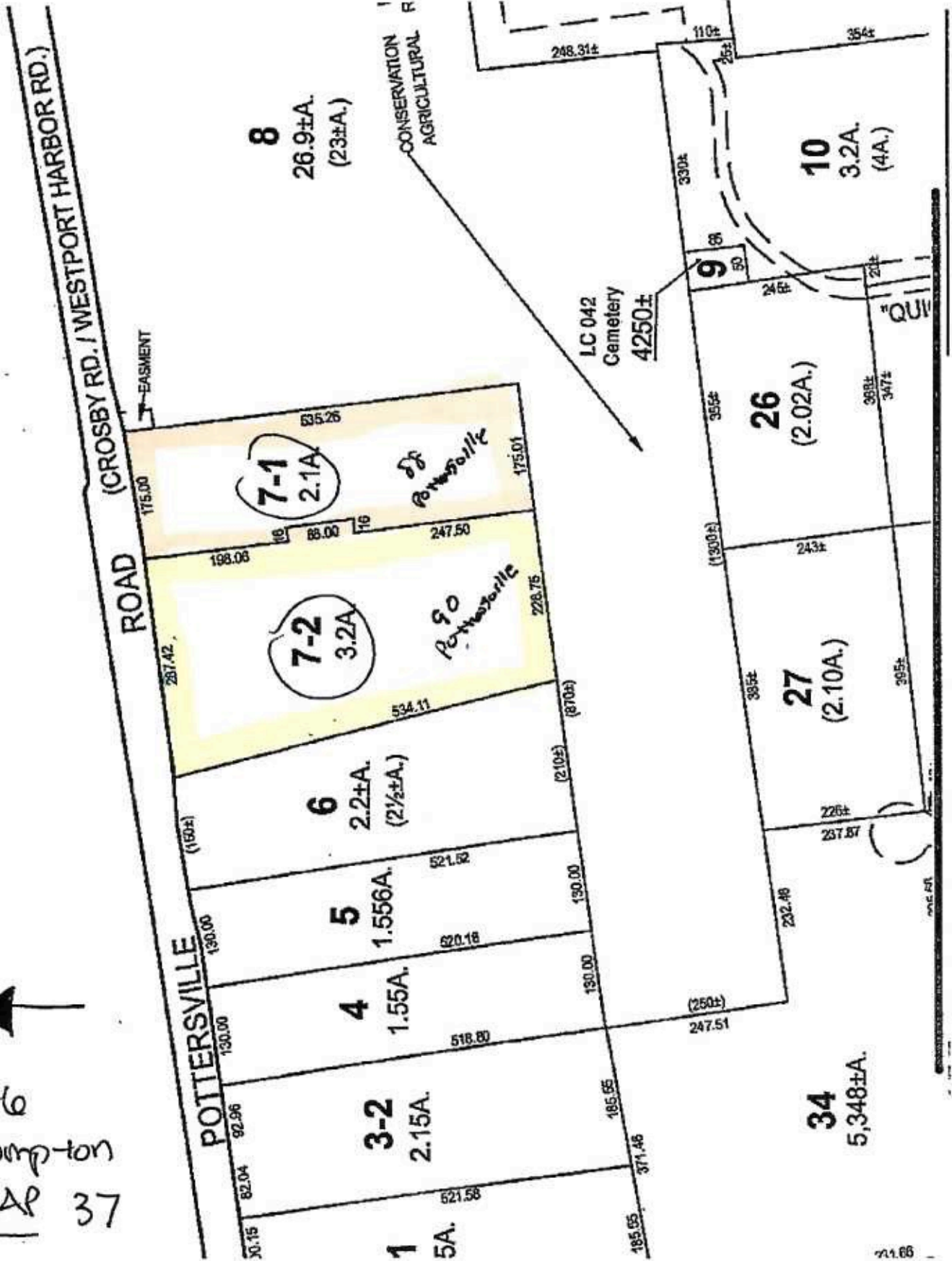
BAS
13 2

FEP 7
9

No.

38

Cattle
Compton
AP 37



90 POTTERSVILLE ROAD

Location 90 POTTERSVILLE ROAD

Mlu 37 / 7 / 2 /

Acct# 12-0635-75

Owner SAKONNET REALTY LLC

Assessment \$721,900

Appraisal \$721,900

PID 2472

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$473,600	\$248,300	\$721,900
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$473,600	\$248,300	\$721,900

Owner of Record

Owner SAKONNET REALTY LLC
Co-Owner

Sale Price \$334,500
Certificate
Book & Page 357/202
Sale Date 12/14/2020
Instrument MP

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SAKONNET REALTY LLC	\$334,500		357/202	MP	12/14/2020
LEWIS REALTY LLC	\$450,000		0281/0163	MP	03/06/2015
US PROPERTY MANAGEMENT GROUP LLC	\$600,000		0163/0416	1G	12/02/2005
CROWTHER, DONALD E ET AL	\$0		0064/0458		10/29/1985
CROWTHER, DONALD E & GEORGE J JR.	\$0		PLN7/0023		07/08/1983
CROWTHER, DONALD E & GEORGE J JR.	\$0		0058/0565		10/01/1982

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 4,453
Building Percent Good: 65
Replacement Cost Less Depreciation: \$467,900

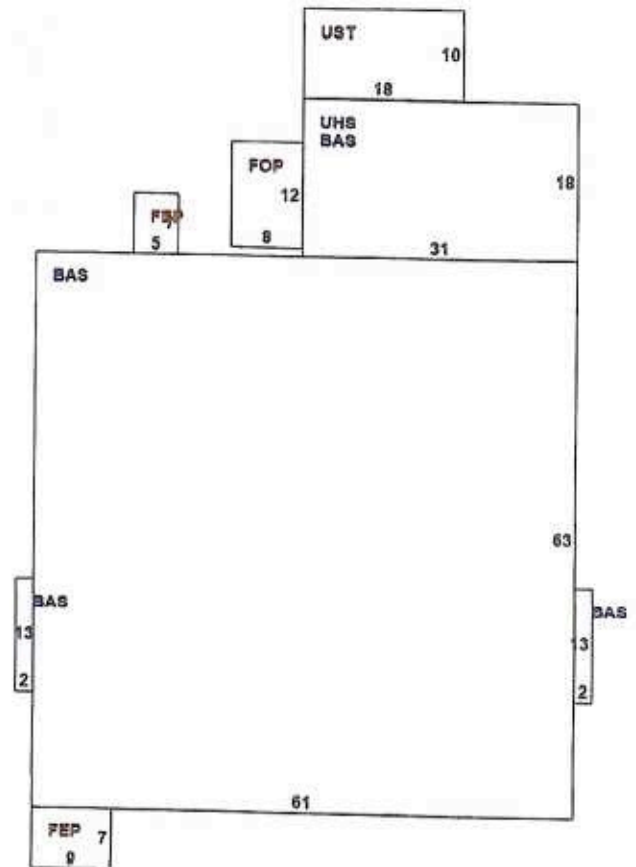
Building Attributes	
Field	Description
Style	Restaurant
Model	Commercial
Grade	Average
Stories:	1
Occupancy	1.00
Exterior Wall 1	Pre-Fab Wood
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	K Pine/A Wd
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Oil
Heating Type	Hot Water
AC Type	Heat Pump
Struct Class	
Bldg Use	LG BUSINES MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	3333
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	9.00
% Corn Wall	

Building Photo



(<https://images.vgsi.com/photos/LittleComptonRIPhotos//0011/20210907>)

Building Layout



(ParcelSketch.ashx?pid=2472&bid=2472)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	4,453	4,453	
FEP	Porch, Enclosed, Finished	98	0	
FOP	Porch, Open, Finished	96	0	

UHS	Half Story, Unfinished	558	0
UST	Utility, Storage, Unfinished	180	0
		5,385	4,453

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
A/C	AIR CONDITION	1800.00 UNITS	\$5,300	1

Land

Land Use

Use Code 3333
 Description LG BUSINES MDL-94
 Zone
 Neighborhood 0050
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 3.2
 Frontage
 Depth
 Assessed Value \$248,300
 Appraised Value \$248,300

Outbuildings

Outbuildings				Legend
Code	Description	Size	Value	Bldg #
LT1	LIGHTS-IN W/PL	1.00 UNITS	\$400	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$473,600	\$248,300	\$721,900
2021	\$473,600	\$248,300	\$721,900
2020	\$371,100	\$217,800	\$588,900
2019	\$371,100	\$217,800	\$588,900
2018	\$324,100	\$217,800	\$541,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$473,600	\$248,300	\$721,900
2021	\$473,600	\$248,300	\$721,900
2020	\$371,100	\$217,800	\$588,900
2019	\$371,100	\$217,800	\$588,900
2018	\$324,100	\$217,800	\$541,900

88 POTTERSVILLE ROAD

Location 88 POTTERSVILLE ROAD

Mlu 37 / 7 / 1

Acct# 19-0005-01

Owner SAKONNET REALTY LLC

Assessment \$206,100

Appraisal \$206,100

PID 2471

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$53,900	\$152,200	\$206,100
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$53,900	\$152,200	\$206,100

Owner of Record

Owner SAKONNET REALTY LLC

Co-Owner

Sale Price \$334,500

Certificate

Book & Page 357/202

Sale Date 12/14/2020

Instrument MP

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SAKONNET REALTY LLC	\$334,500		357/202	MP	12/14/2020
SAKONNET REALTY LLC	\$0		357/205		12/13/2020
LEWIS REALTY LLC	\$450,000		0281/0163	MP	03/06/2015
US PROPERTY MANAGEMENT GROUP LLC	\$600,000		0163/0416	1G	12/02/2005
CROWTHER, DONALD E & JOAN	\$0		64/458		10/29/1985
CROWTHER, DONALD E & GEORGE J JR.	\$0		PLN7/0023		07/08/1983
CROWTHER, DONALD E ET AL	\$0		0058/0565		10/01/1982
FORT CHURCH PROPERTIES CO, INC.	\$0		0058/0311		06/10/1982
D & H REALTY, INC	\$0		0058/0310		06/10/1982
DELI FRANCI, JOSEPH & HELEN J	\$0		0048/0164		05/17/1973

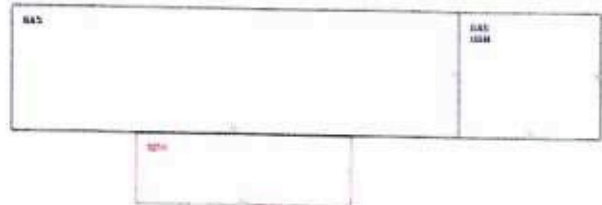
Building Information**Building 1 : Section 1**

Year Built: 1982
Living Area: 924
Building Percent Good: 65
Replacement Cost
Less Depreciation: \$53,900

Building Attributes	
Field	Description
Style	Mobile Home
Model	Mobile Home
Grade:	Above Ave
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plywood Panel
Interior Wall 2	
Interior Fir 1	Vinyl/Asphalt
Interior Fir 2	Carpet
Heat Fuel	Electric
Heat Type:	Electr Basebrd
AC Type:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	4 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

(<https://images.vgsi.com/photos/LittleComptonRIPPhotos/\00\00\1728.jpg>)

Building Layout

(ParcelSketch.ashx?pid=2471&bid=2471)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	924	924
UBM	Basement, Unfinished	224	0
WDK	Deck, Wood	192	0
		1,340	924

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1030
Description Mobile Hom MDL-02
Zone
Neighborhood 0050
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 2.1
Frontage
Depth
Assessed Value \$152,200
Appraised Value \$152,200

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$53,900	\$152,200	\$206,100
2021	\$53,900	\$152,200	\$206,100
2020	\$58,000	\$132,700	\$190,700
2019	\$58,000	\$132,700	\$190,700
2018	\$58,000	\$132,700	\$190,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$53,900	\$152,200	\$206,100
2021	\$53,900	\$152,200	\$206,100
2020	\$58,000	\$132,700	\$190,700
2019	\$58,000	\$132,700	\$190,700
2018	\$58,000	\$132,700	\$190,700

ROAD

EASEMENT



37-8
 64 POTTERSVILLE ROAD
 KEENAN, NICHOLAS B & COLLINS

x:71.143066, y:41.1



(210±)

No. _____

Date _____

THE LITTLE COMPTON AGRICULTURAL CONSERVANCY TRUST

Receipt for Land Transfer Tax Paid (Present this form to the Town Treasurer)

NO ALTERATION OF THIS FORM IS PERMITTED

ONE TRANSFER FORM MUST BE COMPLETED FOR EVERY PROPERTY CONVEYANCE
(PLEASE PRINT OR TYPE)

BUYER'S NAME(S) _____

ADDRESS _____

SELLER'S NAME (S) _____

ADDRESS _____

1. PARCEL(S) INVOLVED: Plat No. _____ Lot No. _____

2. TOTAL PURCHASE PRICE _____

3. PERCENTAGE OF FEE CONVEYED..... _____

4. EXEMPTION (Line 3 multiplied by \$300,000.00)..... _____

5. AMOUNT TAXABLE (Line 2 minus Line 4)..... _____

6. TAX (Line 5 multiplied by 0.04) _____

Signature(s) of Buyer(s)*

Printed Name(s) of Buyer(s)

*(If signed by representative through Power of Attorney, attach copy of Power of Attorney.)

Exemption from Tax

From Section 8 of the enabling legislation:

“As used herein, the total purchase price shall mean the aggregate consideration received by a seller or sellers collectively for the transfer of each recorded lot of real property, whether in a single conveyance or in separate contemporaneous conveyances, which transfer or transfers result in the conveyance of either: (i) the entire fee interest, or (ii) a lesser fee interest in the real property including, without limitation, conservation easements and development rights; and only one exemption shall be applied to such transaction or transactions conveying the entire fee interest regardless of the number of deeds or other instruments used to effectuate the transfer or the number of buyers or sellers participating therein. If something less than the entire fee interest is conveyed, then the exemption shall be reduced proportionately.”

From the decision of the electors at the annual financial town meeting on May 17, 2016:

“Pursuant to Sections 7 and 8 of Chapter 16 of the Rhode Island Public Laws of 1985, as amended (“An Act Establishing the Little Compton Agricultural Conservancy Trust”), to increase the current transfer-tax exemption on real property transfers from \$150,000 to \$300,000 of the total purchase price (thereby eliminating the current two-percent (2%) tax rate on that amount of the total purchase price between \$150,000 and \$225,000). The \$300,000 exemption will take effect on July 1st, 2016.

RESIDENTIAL LEASE AGREEMENT
STATE-WIDE MULTIPLE LISTING SERVICE, INC.

1. PARTIES: This Residential Lease Agreement ("Lease") is made and entered into by:
Landlord #1: Name: Sakonnet Realty Phone #: 401-640-4309
Address: 88 Pottersville Rd City: Little Compton State: RI Zip Code: 02837

Landlord #2: Name: Address: City: State: Zip Code:
Landlord #3: Name: Address: City: State: Zip Code:
The above Landlords shall be referred to collectively as "Landlord".
Tenant #1: Name: Robert Lavoie Phone #:
Address: 88 Pottersville Rd City: Little Compton State: RI Zip Code: 02837

2. DATE: The date of this Lease shall be the later of: (a) the date on which Tenant signs this Lease, or (b) the date on which Landlord signs this Lease.
3. DESCRIPTION OF LEASED PREMISES: Landlord and Tenant agree to lease upon the rental and terms below, the following property and improvements ("Premises") that is owned by Landlord.
Unit # (if applicable) Address: 88 Pottersville Rd City: Little Compton State: RI Zip Code: 02837

4. TERM OF LEASE: Landlord and Tenant agree that the term of Lease is 60 months and shall start on December 1, 2020 and expire on 11:59 PM on December 1, 2025.

5. JOINT AND SEVERAL RESPONSIBILITY: All parties are jointly and severally responsible for complying with their respective duties in Lease. All Tenants are responsible for making timely payment of rent and keeping Premises clean.
6. RENT: (a) Tenant agrees to pay, in advance and without demand, rent in the amount of \$ 625.00 on or before the 15th day of each month throughout the term of this Lease.

(b) Rent checks shall be made payable to: Sakonnet Realty and delivered to the following address:
Street: 88 Pottersville Rd City: Little Compton State: RI Zip Code: 02837
(c) Tenant agrees to pay a reasonable late fee in the amount of \$ per day if rent is not paid within days after the due date.
(d) If Tenant's check is returned for insufficient funds, Tenant shall reimburse Landlord for Landlord's bank fees within days of demand by Landlord.

7. DEPOSITS: Tenant has paid first month's rent to Landlord or Landlord's authorized representative. Upon the execution of this Lease, Tenant agrees to deliver to Landlord a security deposit in the amount of \$ 0.00, not to exceed the equivalent of one month's rent.

8. APPLIANCES: Landlord agrees to provide the following appliances to Tenant with the rental of Premises: a stove, a refrigerator, and NONE

9. CONDITION OF PREMISES: Tenant agrees that Tenant has examined the Premises, and they are in a safe, clean and tenable condition at the time of execution of Lease. The condition of Premises shall be deemed to be in good condition at the start of the Term of Lease unless Tenant delivers a written statement describing any problems or defects with Premises to Landlord within 0 days after the Term of Lease begins.

10. UTILITIES: (a) R.I.G.L. § 34-18-22 requires Landlord to supply running water, hot water, and heat unless Tenant has exclusive control of the installation and these services are supplied by a direct public utility connection.
Tenant and Landlord agree to arrange and pay for utilities for Premises as follows: (Check all that are applicable.)
Heat: [X] Tenant [] Landlord Water: [] Tenant [X] Landlord
Sewer: [] Tenant [X] Landlord Electricity: [X] Tenant [] Landlord Hot Water: [] Tenant [X] Landlord
Telephone: [X] Tenant [] Landlord Cable/Satellite: [X] Tenant [] Landlord
Internet: [X] Tenant [] Landlord Snow and ice removal: [X] Tenant [] Landlord
Lawn Mowing: [X] Tenant [] Landlord Trash fees: [X] Tenant [] Landlord

Additional Provisions:

(b) Tenant agrees to make reasonable efforts to conserve usage of any and all utilities that are paid by Landlord.

11. TRASH DISPOSAL: Tenant agrees to dispose regularly of all trash and garbage in containers that are provided by: (check one) [] Tenant [X] Landlord (If dwelling contains 4 or more units, R.I.G.L. § 45-24.3-6 requires Landlord must provide containers.)

12. OCCUPANTS AND GUESTS: (a) In addition to Tenants, the following authorized occupants may use and occupy the Premises: (List the names and birthdates of all Occupants): n/a "Occupants"
(b) Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without Landlord's prior, written consent.

13. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet any portion of the Premises without Landlord's prior, written consent.

14. USE OF PREMISES:
(a) Tenant shall not use Premises for conducting a business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.
(b) Tenant agrees that smoking of any substance in or on Premises is prohibited.
(c) Tenant agrees not to burn incense or leave candles or flames unattended.
(d) Tenant agrees that water-filled furniture and space heaters are prohibited.
(e) Tenant agrees not to damage Premises.
(f) Tenant agrees not to install a satellite dish.
(g) Tenant agrees not to change any door locks.

- (h) Tenant is responsible for ensuring that Occupants and guests do not violate Lease.
(i) Tenant agrees not to exceed the maximum occupancy authorized by law, regulation, ordinance or, if applicable, the recorded restrictions if Premises is served by an On Site Wastewater Treatment System.
(j) Tenant is responsible for any fines or penalties that are incurred as a result of the actions of Tenant, Occupants, or their guests.
(k) Other: _____

15. NOISE: Tenant, Occupants, and their guests shall at all times maintain order in or on Premises, and shall not make or permit loud noises, or unreasonably disturb other residents by playing musical instruments or listening to television, music, radio, or holding parties and other noisy gatherings.

16. ALTERATIONS: Tenant agrees to make no alterations to Premises, including, but not limited to, painting walls, attaching nails or screws to the walls, or changing locks, without Landlord's prior, written consent.

17. STORAGE:

- (a) Tenant agrees not to store hazardous or flammable substances that may unreasonably increase the risk of a fire or explosion in or on Premises.
(b) Tenant agrees not to store items, including, but not limited to boxes, containers, strollers, and bicycles, in hallways, doorways, stairwells, or other common areas.

18. PARKING: Landlord authorizes Tenant to park one properly registered, working motor vehicles with access to one off-street parking spaces, which are located on Premises. Tenant shall have the following designated spot(s) (if applicable.) one Tenant shall not park recreational vehicles, boats, or commercial vehicles, including but not limited, to trucks and vans, without Landlord's prior, written consent.

19. PETS: Tenant shall not allow pets, including mammals, reptiles, birds, fish, rodents, or insects on or in the Premises, even temporarily, without the advance, written authorization of Landlord in a Pet Addendum. Tenant is responsible for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

20. TENANT'S MAINTENANCE DUTIES: Tenant shall perform the following duties:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of lead laws, building and housing codes, the RI Residential Landlord Tenant Act, and other laws that material affect health and safety;
(b) Keep Premises in a clean and safe condition, including, but not limited to, cleaning plumbing fixtures and appliances in Premises.
(c) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;
(d) Comply with any applicable condominium, home owner's association, or Landlord's regulations, a copy of which have been delivered to Tenant.
(e) Notify Landlord orally or in writing of any conditions that need repair.
(f) Refrain from engaging in any criminal activity, including but not limited to, violence, prostitution or possession of a controlled substance.

21. LEAD: Tenant agrees to deliver notice of deteriorating lead paint or lead to the following: (Complete if other than Landlord.)
Name: Roger Wilkie Mailing Address: 88 Pottersville Rd City: Little Compton
Zip Code: 02837 Email: roger@rogerwilkebuilder.com Fax: _____ Phone #: 401-640-4309

22. ABANDONMENT OF PREMISES: Tenant agrees to notify Landlord of any anticipated absence by all Tenant(s) from Premises of more than 7 days. If all Tenants abandon the Premises for more than 10 days without notice to Landlord, Landlord may choose to rent Premises to another tenant, hold Tenant responsible for the difference in unpaid rent, and the cost of removing Tenant's personal property.

23. ACCESS TO PREMISES: (a) Landlord or Landlord's authorized representative may enter Premises at reasonable times with 2 days' oral or written notice to Tenant in order to inspect the Premises, make repairs, alterations or improvements; supply necessary or agreed services, or show Premises to potential purchasers or tenants; appraisers, workers, inspectors, contractors, etc.
(b) Landlord may also access Premises pursuant to a court order or if tenant has abandoned or surrendered Premises.
(c) No notice is required in the event of an emergency or if Tenant is absent for more than 7 days.
(d) If during any inspection, damages are discovered, Landlord will deliver to Tenant written notice of the damages, and the repairs must be made immediately.
(e) Tenant shall not unreasonably withhold consent for Landlord to access Premises at other times. Landlord shall not use Landlord's right of access to harass Tenant.

24. NOTICE(S) OF VIOLATION: Landlord has no knowledge of any zoning, housing or other code violation relating to Premises. If Landlord is cited for a housing code violation by a state or local minimum housing code enforcement agency, Landlord shall deliver a copy of the notice to Tenant.

25. LANDLORD'S DUTIES: Landlord shall perform the following duties:

- (a) Maintain Premises in accordance with applicable building, housing, and fire codes that affect health and safety.
(b) Make all repairs and maintain Premises in a fit and habitable condition;
(c) Keep all common areas of the premises in a clean and safe condition;
(d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her.

26. TENANT'S PERSONAL PROPERTY: Landlord shall not be liable for damage to Lessee's property of any type for any reason or cause, except if Landlord's willful acts or gross negligence caused damage. Tenant is encouraged to obtain renters' insurance to protect Tenant's personal possessions.

27. FORCE MAJEURE

- (a) In the event the Premises are destroyed or rendered wholly uninhabitable by fire, hurricane, storm, earthquake, or other casualty that is not caused by the willful act or negligence of Tenant or Landlord, this Lease shall terminate, except for the purpose of enforcing rights that may have accrued, unless Tenant and Landlord agree in writing to modify Lease.
(b) If a portion of Premises is rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises the right to repair, Landlord agrees to reduce Tenant's rent to account for the unusable portions of Premises. Upon Landlord's completion of repairs, Tenant agrees to resume paying full rent.

28. TENANT'S HOLD OVER: If Tenant and any occupants remain in possession of the Premises with the consent of Landlord after the expiration date of Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ _____ per month and except that such tenancy shall be terminable upon 30 days written notice served by either party.

29. RENT INCREASE: If Landlord intends to increase the rent to be paid by Tenant after the expiration date of Lease, Landlord shall deliver written notice to Tenant a minimum of 30 days prior to the effective date of any intended rental increase.

30. CONDITION OF PROPERTY AT SURRENDER: On Tenant's surrender of Premises, Tenant is responsible for cleaning and leaving Premises in the same condition as they were at the commencement of Lease, except for reasonable wear and tear. Premises must be free and clear of all Tenants and occupants; their possessions; and trash and debris.

31. SECURITY DEPOSIT: (a) Upon termination of the tenancy, Landlord shall return the above security deposit to Tenant after deducting (1) any unpaid, accrued rent and (2) the amount of physical damage to Premise except for ordinary wear and tear. Landlord shall itemize all deductions and deliver this notice to Tenant along with the balance of the security deposit, if any, to Tenant within

twenty (20) days after the later of either: (1) termination of the tenancy; (2) delivery of possession; (3) Tenant's providing Landlord with a forwarding address for the purpose of receiving the security deposit.

(b) Tenant shall not apply security deposit to unpaid or last month's rent without Landlord's advance, written permission.

(c) If deductions exceed the security deposit, Tenant agrees to pay the balance within 10 days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

32. CHANGE IN OWNERSHIP OR MANAGEMENT OF PREMISES: (a) In the event that Landlord sells or transfers Premises during the term of Lease, all terms and conditions of Lease shall remain in effect except in the event of a foreclosure or taking by eminent domain. (b) Landlord shall have no further liability pursuant to this Lease after (1) transferring all deposits paid by Tenant to the new owner; (2) sending written notice to Tenant stating that when the transfer occurred and with the name, address, and telephone number of the new owner and where rent payments should be sent, if different; and (3) returning Security Deposit to Tenant or transferring to the new owner.

33. LANDLORD'S REMEDIES: (a) If Tenant fails to comply with any of the material provisions of this Lease, Landlord may exercise any and all rights available to Landlord at law, including, but not limited to, R.I.G.L. § 34-18, the Rhode Island Residential Landlord Tenant Act, or in equity.

(b) **Tenant's Non-Payment of Rent:** If Tenant fails to pay rent within 15 days after the due date, Landlord may deliver to Tenant a written notice stating that all past due rent must be paid within 5 days of the notice or Lease will terminate. If Tenant fails to comply, Landlord may commence eviction proceedings. Landlord may accept partial payment of rent without waiving Landlord's right to pursue the balance or proceed with eviction proceedings for nonpayment of rent.

(c) **Tenant's Breach of Material Provision of Lease:** If Landlord delivers a written notice to Tenant stating that Tenant has violated a provision of Lease other than non-payment of rent, Tenant must correct the violation within 20 days. If Tenant fails to comply, Landlord can commence eviction proceedings. If Tenant has violated the same provision within 6 months, Landlord can terminate the tenancy.

34. TENANT'S REMEDIES: If Landlord fails to comply with any of the material provisions of this Lease, Tenant may exercise any and all rights available to Tenant at law, including but not limited to, R.I.G.L. § 34-18, the Rhode Island Residential Landlord Tenant Act.

35. NON-RESIDENT LANDLORD REQUIREMENT: R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

36. NOTICES: (a) Any notice required or permitted under Lease or state law shall be delivered to Tenant at the address of the Premises, and to Landlord at the following address. All notices are to be conveyed by mail, certified mail if required by R.I.G.L. § 34-18, personal delivery, electronic transmission, or fax unless otherwise agreed in a specific section of Lease. Notices shall be effective when postmarked, upon personal delivery, upon electronic transmittal date, or upon fax transmittal date.

Landlord: Roger Wilkie Mailing Address: 90 Pottersville Rd City/State: Little Compton Zip Code: 02837
Email: roger@rogerwilkiebuilder.com Fax: _____

37. RECEIPT AND ACKNOWLEDGEMENT OF FORMS:

Tenant acknowledges that Tenant has received the following forms (unless exempted by law). (Tenant(s): *Initial all that apply*)

- _____ Mandatory Real Estate Relationship Disclosure
- _____ Landlord's Lead Disclosure **which is incorporated in this Lease by reference**
- _____ Pamphlet "Protect Your Family from Lead in Your Home" brochure that includes R.I. section "What You Should Know About the RI Lead Law"
- _____ Fact Sheet "Tenant Rights and Responsibilities" (RI Housing Resources Commission/R.I. Department of Health)

38. SUBORDINATION: Lease and any rights of parties in Lease are subordinate and junior to any mortgages, liens or encumbrances that currently exist or may be recorded in the future.

39. RECORDING: Tenant agrees not to record Lease with any government land recording office.

40. GOVERNING LAW: Lease shall be governed, construed and interpreted by, through and under the laws of the State of Rhode Island.

41. SEVERABILITY: If any provision of this Lease shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected but shall be enforced to the maximum extent permitted by law.

42. MODIFICATION: Landlord and Tenant agree that Lease contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except with the written consent of both parties.

43. ENTIRE LEASE: Tenant and Landlord agree that Lease contains the entire lease between us, subject to no understandings, conditions, or representations other than those expressly stated. Tenant represents that Tenant has not relied on the oral representations of Landlord, or Broker(s) or their affiliated licensees as to the character or quality of the Premises. Lease may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

44. ADDENDA AND EXHIBITS: The following Addendum/Addenda and Exhibit(s) are made a part of this Lease: (List all that apply): _____

45. ADDITIONAL PROVISIONS:

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

_____	<u>Robert Lavoie</u>	_____
Tenant's Signature	Printed Name	Date
_____	_____	_____
Tenant's Signature	Printed Name	Date
_____	Printed Name	_____
Tenant's Signature	<u>Sakonnet Realty</u>	Date
_____	Printed Name	_____
Landlord's Signature	Printed Name	Date
_____	Printed Name	_____
Landlord's Signature	Printed Name	Date
_____	Printed Name	_____
Landlord's Signature	Printed Name	Date

SYMBOLS

- Fire Alarm
- Extinguisher
- Smoke Detector
- Carbon Monoxide Detector
- Other

FLOOR SEC 1 AND

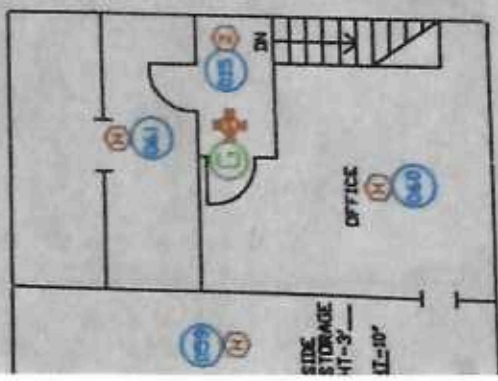
MESSINGER S&L
4833 MAIN ROAD
TIVERTON, RI 0
TEL: 401-885-1111
FAX: 401-885-1112
DWG# 1000000000

DATE: 5/11/97
BY: [Signature]
PROJECT: POTTERVILLE LITTLE CONF

SCALE: NTS



FIRST FLOOR



SECOND FLOOR



ATTIC