

On December 30, 2020, Christian Infantelino from Morneau & Murphy came in an recorded a Land Condominium Survey Map and a Declaration of Condominium.

On January 3, Fidelity National Title Insurance Co in Providence came in to record 4 deeds.

1. Condominium Land Unit 1 Deed for 260 Conanicus Ave. Plat 8 Lot 278 for \$2,630,000.00. It sold as commercial property so no extra Conveyance Tax Stamps were collected. Freebody LLC was the Grantor.
2. Warranty deed recorded for Plat 9 Lot 354 (beach fronting the dock extensions) for \$800,000. Regnum LLC as the Grantor.
3. Warranty deed recorded for Unit E Plat 9 Lot 791 from William S. and Marilyn A. Munger to TPG for \$800,000.
4. Warranty deed recorded for Unit D Plat 9 Lot 791 from Regnum LLC to TPG for \$800,000.



**CONSENT TO ASSIGNMENT  
OF LEASE AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment Agreement”) is made and entered into this 30<sup>th</sup> day of December 2021, by and between the **Town of Jamestown, R.I.**, (“Jamestown”) a Rhode Island municipal corporation, **Conanicut Marine Services, Inc.**, (“CMS”) a Rhode Island business corporation and **TPG Marinas Conanicut, LLC**, (“TPG Conanicut”) a Rhode Island limited liability company. 

**RECITALS**

WHEREAS Jamestown as landlord and CMS as tenant entered into that certain lease agreement dated October 13, 2016 (the “Lease”) pursuant to which landlord agreed to lease to tenant certain premises commonly known as East Ferry Pier, Jamestown, Rhode Island (Attached hereto as Exhibit A); and,

WHEREAS CMS and TPG Conanicut provided written notice to Jamestown as landlord and CMS as tenant seeking Jamestown’s consent to assign the Lease from CMS to TPG Conanicut pursuant to that section of the Lease titled Assignment and Assumption (Attached hereto as Exhibit B); and,

WHEREAS TPG Conanicut provided their plan for the use and operation of the leased premises titled “Request for Assignment of the Lease Agreement between The Town of Jamestown and Conanicut Marine Services, Inc, dated October 16, 2016, to TPG Marinas Conanicut, LLC” (the “Assignment Plan”)(Attached hereto as Exhibit C); and,

WHEREAS TPG Conanicut met with the Town Administrator and discussed the assignment request, the rights and obligation of TPG Conanicut if they were assigned the Lease as successor to CMS, and that certain terms and conditions of the assignment would be recommended by the Town Administrator to the Town Council for consideration as conditions to be included with any consent to assign the Lease to TPG Conanicut (Town Administrator’s Memo attached hereto as Exhibit D); and,

WHEREAS the Town Council of the Town of Jamestown at a duly held meeting on December 20, 2021, considered the assignment request, the Assignment Plan, the report and recommendation of the Town Administrator included the conditions and obligations he recommended be included with any consent by the Town Council to assign the Lease to TPG Conanicut; and,

WHEREAS, in consideration of the Assignment Plan, the conditions and stipulations recommended by the Town Administrator to be attached to the assignment request and the evidence entered into the record of the Town Council meeting at which the assignment request was considered, the Town Council by duly made motion, which was seconded, voted unanimously

to consent to the assignment of the Lease from CMS to TPG Conanicut, subject to those certain conditions and stipulations as set forth in detail, subsequently herein; and,

WHEREAS TPG Conanicut agreed to the assignment of all right, title and interest set forth in the Lease, to assume all of CMS' obligations set forth in the Lease as tenant and pursuant to the Assignment Plan, and to all the conditions and stipulations contained in the Town Council's vote to authorize the assignment of the Lease from CMS to TPG Conanicut.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Consent to Assignment. Subject to and conditioned on compliance and conformance with the Assignment Plan and those terms, conditions and stipulations set forth by the Town Council of the Town of Jamestown in their motion to consent to the assignment of the Lease from CMS to TPG Conanicut, Jamestown as landlord hereby consents to the assignment by CMS to TPG Conanicut all of CMS' right, title and interest in and to the Lease from CMS, subject to all of the terms, covenants, conditions and provisions of the Town Council's consent, including but not limited to the Assignment Plan and the conditions and stipulations set forth by the Town Council.
2. Assumption of Lease Obligations. From and after the date hereof, TPG Conanicut hereby assumes, covenants, and agrees to keep and perform each and every obligation of CMS under the Lease, including but not limited to the payment of rent. TPG Conanicut agrees to be bound by each and every provision of the Lease as if it had executed the same, the obligations set forth in the Assignment Plan, and all conditions and stipulations set forth by the Town Council in their assignment of the Lease.
3. Representations and Warranties. Jamestown and CMS represents and warrants to TPG Conanicut that:
  - (a) the Lease is in full force and effect, unmodified except as provided in this Assignment Agreement; and,
  - (b) Jamestown's interest in the Lease is free and clear of any liens, encumbrances, or adverse interests of third parties; and,
  - (c) Jamestown's Town Council possesses the requisite legal authority and acted under such authority when it assigned its interest in the Lease as provided herein; and,
  - (d) There are no sums or other obligations due and owing by CMS under the Lease as of the effective date hereof, and there exists no condition of default thereunder as of same date.

4. Expenses. The parties hereto will bear their separate expenses in connection with this Assignment Agreement and its performance.

5. Entire Agreement. This Assignment Agreement, which includes all exhibits attached hereto which are incorporated by reference as if set forth fully herein, embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

6. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and each of the parties hereto submits to the jurisdiction of the courts of the State of Rhode Island in connection with any disputes arising out of this Assignment Agreement.

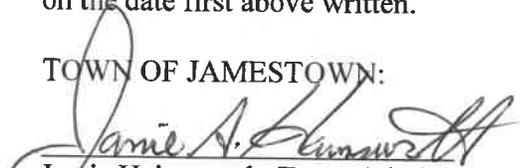
7. Successors and Assigns. This Assignment Agreement and the Lease cannot be assigned without the express written authorization of the Town Council of the Town of Jamestown.

8. Attorneys' Fees. In the event of a dispute arising under this Assignment Agreement, agrees to be responsible for their own expenses and attorneys' fees and waive any and all right to seek reimbursement from the other party for any such costs and expenses.

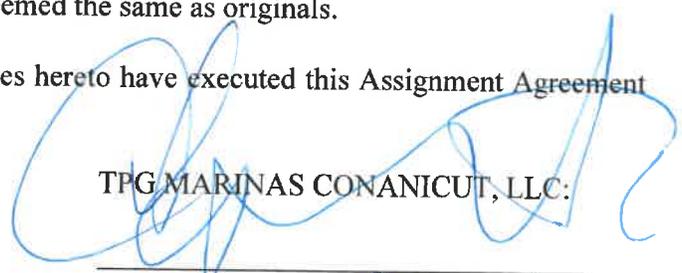
9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the date first above written.

TOWN OF JAMESTOWN:

  
Jamie Hainsworth, Town Administrator  
Duly Authorized by Town Council  
Vote, Dec. 20, 2021  
Date: 12/30/2021

TPG MARINAS CONANICUT, LLC:

  
By: Elizabeth A. Proccianti,  
Duly Authorized Manager  
Date: 12.30.21

CONANICUT MARINE SERVICES, INC.

  
By:

Duly Authorized

Date: 12/30/21



**Exhibit A**

**Town of Jamestown Lease Assignment with TPG  
Conanicut Marine Services Inc.**

**December 30, 2021**

## LEASE AGREEMENT

This lease is made on this 13<sup>th</sup> day of October, 2016, by and between **THE TOWN OF JAMESTOWN**, a municipal corporation organized under the laws of the State of Rhode Island (the "Lessor" of "Town"), and **CONANICUT MARINE SERVICES, INC.**, a Rhode Island Business Corporation (the "Lessee"), upon the following **TERMS** and **CONDITIONS** (the "Lease").

### DEMISED PREMISES

The subject property of this Lease is identified as Plat 9, Lots 355 & 356 located at an area in the center of Jamestown known as East Ferry, including certain piers, fixtures and improvements located thereon (the "Demised Premises"). The subject lots, which are part of the Demised Premises, are waterfront parcels that offer access to existing piers and associated slips associated with the purpose of this Lease. Lot 355 contains 11,575 square feet of land area and Lot 356 contains 10,300 square feet of land area. The Demised Premises includes the use of a 300' x 10' fixed wood pier ("Wood Pile Pier") located at the south side of the basin, and use of a steel and concrete pier ("Steel Pile Pier") at the north side of the basin. The Lessee currently owns approximately 1,859 linear feet of floating docks which are rented to boaters on a seasonal and daily basis. Access to the Lessee's floating docks is gained over the Demised Premises. The north basin, bracketed by the two fixed piers, is currently configured for forty-eight (48) boat slips.

#### Steel Pile Pier

Lessor will provide Lessee with that certain area and water rights bounded by the south face of the Town owned Steel Pile Pier, south to the north face of the Town owned Wood Pile Pier and Town-owned property on the East Ferry waterfront located in the Town of Jamestown, State of Rhode Island, as is more particularly shown on the attached Marine Perimeter Plan dated 12/05/1994, which is incorporated herein by reference, for the construction, maintenance and operation of a marina together with the right of the Lessee to place dockage attachments to the Steel Pile Pier and the right to use the basin for a marina. (See Figure 1).

Lessee shall have the right to use the Steel Pile Pier surface, subject to the right of the general public to have reasonable use of the same as may be regulated from time to time by Lessor. The Lessor in all such matters should coordinate and seek input from the Lessee regarding any proposed changes. Lessee shall also have the right to keep and maintain the "dock master" building, so-called, and the associated equipment in its current location. Any proposed changes in the historic use of the Steel Pile Pier, its equipment or building, will require prior written authorization from the Town.

### Wood Pile Pier

Lessee shall also have the right to use the Town-owned Wood Pile Pier, subject to the right of the general public to have reasonable use of the same as may be regulated from time to time by Lessor, and the northern face of the Steel Pile Pier as it exists as of the date hereof for use as a rental for commercial vessels and pleasure vessels in concert, either on a seasonal rental or on a daily rental basis; provided, however, that the dockage fee rate for the Town Wood Pile Pier and the northern face of the Steel Pile Pier shall be set each year by the Jamestown Harbor Management Commission. (See Appendix C).

### Marina Perimeter Plan

The marina perimeter plan for the Town's East Ferry Marina is depicted in Figure 2.

### Dockage for Emergency and Harbor Patrol Services

Lessee must accommodate dockage at the East Ferry Marina at no cost to the Town for no less than two vessels of 20 ft. – 30 ft. in length each. At this time, the Fire Department and Harbor Master boats and related equipment will be located in the area designated on the map in (Figure 1). The dock floats provided by the Lessee shall be adequately sized to accommodate two vessels of 20 ft. – 30 ft. in length, with floats that are a minimum of 5 ft. – 6 ft. in width, to provide adequate stability for emergency service activities. The Town retains to the right to use these two floats for whatever public purposes it may deem appropriate from time to time during the term of this Lease.

### Town Floating Docks (storage, hauling/launching and emergency removal)

The Lessor maintains ownership of touch-and-go floating docks currently located on the south side of the Wood Pile Pier at East Ferry, the outer touch and go floating docks on the eastern end of the Wood Pile Pier at East Ferry, and the north-facing touch and go floating docks located on the north side of the Wood Pile Pier. Lessee shall perform and have the following rights and obligations concerning these several docks:

#### Inner Touch & Go Floating Docks

Disconnect, haul, inspect, and store each 20' X 5' wooden floating dock and adjoining aluminum gangways. Floating docks and associated gangways are to be disconnected and hauled during the month of November. Remove marine growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 20' X 5' wooden floating dock, re-install each aluminum gangway and reconnect all units to their original location during the month of April.

#### Outer Touch & Go Floating Docks

Disconnect, haul, inspect, and store each 40' X 8' wooden floating dock and adjoining aluminum gangway. Floating docks and associated gangways are to be disconnected and hauled during the month of November. Remove marine

growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 40' X 8' wooden floating dock, re-install each aluminum gangway and reconnect units to their original location during the month of April.

**North-facing Touch & Go Floating Docks**

Disconnect, haul, inspect, and store each 40' X 10' wooden floating dock, and each adjoining aluminum gangway. Floating docks and associated gangway are to be disconnected and hauled during the month of November. Remove marine growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 40' X 10' wooden floating dock, re-install each aluminum gangway and reconnect units to their original location during the month of April.

All floating docks shall be stored at Lessee's property located elsewhere in Jamestown at Lessee's cost and not on the Demised Premises. All docks and associated equipment when placed in winter storage shall be placed on blocks, elevated, as follows: over gravel, asphalt, or concrete with a minimum of 1 ½" separation above the surface; if stored over vegetation with a minimum of 10" separation above the surface is required.

**DEMISED PREMISES' USE, CARE AND MAINTENANCE**

Lessee shall have the right to use the Demised Premises for the purpose of operating and maintaining a marina with slips, mooring, launch service and associated and ancillary support and repair services. Lessee's use of the Demised Premises, specifically the surfaces of the Wood and Steel Pile Piers, is subject to the right of the general public to have reasonable use and access of the same as may be regulated from time to time by Lessor.

Lessee acknowledges that the Demised Premises are in good order and repair. Lessee, shall, at its own expense and at all times, maintain the Demised Premises in good and safe condition, and shall surrender the same at termination of this Lease or as may otherwise occur, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all maintenance and repairs required except for major capital repairs to the Wood Pile or Steel Pile Piers, as may be approved by the Jamestown Town Council and/or Jamestown Harbor Commission during the term of this Lease.

For the purpose of this Lease, a major capital repair is defined as any single item in excess of Five Thousand Dollars (\$5,000.00) at Lessee's actual cost for such item, said Five Thousand Dollars (\$5,000.00) value shall be fixed as of December 2015, in U.S. dollars and shall be adjusted annually in accordance with the Consumer Price Index published for Boston, Massachusetts

**"Major Capital Repair"). The Lessee is responsible for any repairs, or capital expense with a value less than a Major Capital Repair.**

**Lessee shall also be responsible for all repairs, maintenance and, if necessary, removal or replacement of the in-ground fuel tanks and any related remediation required in their removal or due to contamination, located in a dedicated area within Veterans Memorial Square. This obligation is exempt from the Major Capital Repair provision provided herein. Lessee shall furnish performance and payment bonds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) regarding the use of in-ground fuel storage tanks and fuel pumping system on the Demised Premises. These bonds shall remain in full force and effect until all such fuel tanks and systems have been removed from the Demised Premises and required testing has been completed with results meeting the satisfaction of the Town. The payment and performance bonds shall be in the form as prescribed by the Town, except as provided otherwise. If the surety of any bond furnished by the Lessee is declared bankrupt or becomes insolvent or its right to do business in the State is terminated, the Lessee shall promptly contact the Town and shall within twenty (20) days after giving rise to such notification, provide another bond and surety, both which shall comply with the requirements of this Lease. If any excavation work or alteration to the Demised Premises is required concerning the in-ground fuel tanks, the Lessee shall be responsible to fully restore the area to its original condition and suitable for public use.**

**The Lessee on an annual basis shall invest a minimum of Three Thousand Dollars (\$3,000.00) in maintenance repairs to the Steel and Wood Pile Piers. The Lessee is required to provide the Lessor with a record of any and all said improvements with estimated costs within thirty (30) days of the end of the lease year, which is the 31<sup>st</sup> day of December.**

**The Lessor at the conclusion or termination of this lease will retain ownership of all permanent fixtures and permanently fixed assets, such as, but not limited to, dock pilings, permanent docks, buildings, fencing, and walkways installed by the Lessee during the term of this agreement. However, this provision specifically excludes the existing in-ground fuel tanks and related equipment which are the property and responsibility of the Lessee. These in-ground fuel tanks are required to be removed after a fixed period of time, at the termination of this lease, or due to the failure of the system. This asset may be included in this asset list (should a list be required based on the number of assets), if mutually agreed upon by both parties.**

## **TERM OF LEASE**

The initial term of this Lease shall be Ten (10) Years from the date hereof. The Lessee shall have the right to renew this lease for a maximum of two (2) Five Year renewal periods; provided that Lessor and Lessee shall mutually agree on the rent and other terms for the renewal term, and that any such agreement is completed by August 1<sup>st</sup> of the last year of the controlling lease. It is recommended that any such negotiations not be delayed in commencing past June 1<sup>st</sup> date of the last year of the lease. Should the terms of a lease extension not be agreeable to both parties, during the period June 1 – August 1 of the last year of the agreement in place, the Town retains the option of publicly re-bidding the service. The first 5-year renewal option will commence on January 1, 2026, ending on December 31, 2030 with the second renewal period commencing on January 1, 2031 and ending on December 31, 2035.

## **RENT**

The Lessee covenants and agrees to pay rent as follows:

(a) To pay rent of Forty Four Thousand Dollars (\$44,000.00) in year one of this Agreement for the Demised Premises. This fixed rent shall be subject to increase each year in years two (2) through ten (10) of this Lease on the annual renewal date of this Lease, based upon Appendix B, Offer to Perform, attached hereto as Exhibit 2, incorporated herein by reference.

(b) Lessee shall continue to pay all real estate taxes, personal property taxes and other charges assessed by the Town of Jamestown, the State of Rhode Island and the United States of America and shall maintain proper insurance as required by the Town from year to year upon its properties and the Demised Premises with the Town of Jamestown being named as an additional named insured.

## **CHANGES TO DEMISED PREMISES**

If the Lessor changes the Marina Perimeter Plan or the leased area, so as to make available to the Lessee more or less linear feet of floating slips from the current amount, which is approximately 1,879 linear feet, the fixed rental shall be adjusted based upon the percentage increase or decrease in such linear feet, as the case may be. The Lessor reserves the right to change or modify said Marina Perimeter Plan or leased area, although will include the lessee in the planning process associated with any such change.

If Lessor changes the Demised Premises in such a way as to significantly increase the protection of the basin, so-called, from wave action, this will be deemed a major lease change and the rent shall be renegotiated by the parties.

## **PUBLIC AMENITIES**

### **PUMP OUT STATION**

Lessee shall be responsible to maintain and manage the sewage pump-out stations on the Demised Premises. Lessee is responsible for the routine maintenance and management of the public sewage pump-out station(s) on the leased premises. Lessor will be responsible for the opening (activation) and closing (winterization) of the system each season. The Lessor will facilitate replacement of the units, when needed, through available grant programs offered by RIDEM.

### **EMERGENCY AND HARBOR PATROL DOCKAGE**

Lessee must accommodate dockage at the East Ferry Marina at no cost to the Town for no less than two vessels of 20 ft. – 30 ft. in length each. At this time, the Fire Department and Harbor Master boats and related equipment will be located in the area designated on the map in (Figure 1). The dock floats provided by the Lessee shall be adequately sized to accommodate two vessels of 20 ft. – 30 ft. in length, with floats that are a minimum of 5 ft. – 6 ft. in width, to provide adequate stability for emergency service activities. The Town retains to the right to use these two floats for whatever public purposes it may deem appropriate from time to time during the term of this Lease.

### **TOWN FLOATING DOCKS**

The Lessor maintains ownership of touch-and-go floating docks currently located on the south side of the Wood Pile Pier at East Ferry, the outer touch and go floating docks on the eastern end of the Wood Pile Pier at East Ferry, and the north-facing touch and go floating docks located on the north side of the Wood Pile Pier. Lessee shall perform and have the following rights and obligations concerning these several docks:

#### **Inner Touch & Go Floating Docks**

Disconnect, haul, inspect, and store each 20' X 5' wooden floating dock and adjoining aluminum gangways. Floating docks and associated gangways are to be

disconnected and hauled during the month of November. Remove marine growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 20' X 5' wooden floating dock, re-install each aluminum gangway and reconnect all units to their original location during the month of April.

**Outer Touch & Go Floating Docks**

Disconnect, haul, inspect, and store each 40' X 8' wooden floating dock and adjoining aluminum gangway. Floating docks and associated gangways are to be disconnected and hauled during the month of November. Remove marine growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 40' X 8' wooden floating dock, re-install each aluminum gangway and reconnect units to their original location during the month of April.

**North-facing Touch & Go Floating Docks**

Disconnect, haul, inspect, and store each 40' X 10' wooden floating dock, and each adjoining aluminum gangway. Floating docks and associated gangway are to be disconnected and hauled during the month of November. Remove marine growth as practical, inspect condition, and suggest necessary repairs to the Town prior to March 1 of each year. Launch each 40' X 10' wooden floating dock, re-install each aluminum gangway and reconnect units to their original location during the month of April.

All floating docks shall be stored at Lessee's property located elsewhere in Jamestown at Lessee's cost and not on the Demised Premises. All docks and associated equipment when placed in winter storage shall be placed on blocks, elevated, as follows: over gravel, asphalt, or concrete with a minimum of 1 ½" separation above the surface; if stored over vegetation with a minimum of 10" separation above the surface is required.

**ALTERATIONS**

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Demised Premises.

**ORDINANCES AND STATUTES**

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Demised Premises, occasioned by or affecting the use thereof by Lessee.

### **ASSIGNMENT AND SUBLETTING**

Lessee shall not assign or sublet any portion of this Lease or the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without the prior written consent of the Lessor shall be void and, at the option of the Lessor, may terminate this Lease. Assignment or sublet as used in this Lease shall be deemed to include any transfer of stock of CONANICUT MARINE SERVICES, INC. which results in William S. Munger and Marilyn Munger, and/or their children or grandchildren, owning less than 51 percent of the issued stock of the corporation.

### **UTILITIES**

All applications and connections for necessary utility services on the Demised Premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for all utility charges for the Demised Premises, including both the Steel and the Wood Pile Piers, as they become due, including those for water, sewer, gas, and/or electricity. Should the Lessor seek an expansion of public utilities of any kind on the Wood Pile or Steel Piers, the details of any such agreement, inclusive of design, maintenance, capital investment, fee considerations and user access, must be mutually agreed upon by the parties.

### **ENTRY AND INSPECTION**

Lessee shall be required to permit Lessor or Lessor's agents to enter upon the Demised Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, if not renewed, to place upon the Demised Premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the Demised Premises thereafter and to make any other routine changes, improvements, and repairs associated with the re-letting of the Demised Premises.

### **INDEMNIFICATION OF LESSOR**

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any other property, occurring on the Demised Premises or any part thereof, unless any damage or injury occurs as a direct result of an act or omission of Lessor, and Lessee agrees to hold Lessor harmless from any and all claims for damages and/or personal injuries, no matter how caused.

### **PUBLIC LIABILITY INSURANCE**

The Lessee agrees to defend, indemnify, protect, save and keep harmless the Town of Jamestown from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Lessee in undertaking this Lease.

The Lessee will maintain in full force at all times workers' compensation insurance for all labor employed at the site. Workers' Compensation coverage must meet the statutory obligations of the State and supply evidence of the same to the Town.

The Lessee will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Lessee will provide evidence of its general liability policy to the Town, naming the Town of Jamestown as an additional insured to the policy.

The Lessee will maintain in full force at all times during this engagement auto/watercraft liability insurance covering all owned vehicles, hired vehicles, non-owned vehicles or watercraft in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Lessee will provide evidence of its auto/watercraft liability policy to the Town, naming the Town of Jamestown as an additional insured to the policy.

### **DESTRUCTION OF DEMISED PREMISES**

In the event of a partial destruction of the Demised Premises during the term of this Lease, from any cause, Lessor may elect to repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Demised Premises. In the event that repairs cannot be made within sixty (60) days, Lessor, may, at its option, either make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, or terminate the Lease.

### **LESSOR'S REMEDIES ON DEFAULT**

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of

such default and, if Lessee does not cure any such default within ten (10) days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within that period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Demised Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Demised Premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial part thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and, upon entry as aforesaid, this Lease shall terminate, and the Lessee shall remain obligated for all rental monies due for the remainder of the term. No failure to enforce any term of this Lease shall be deemed a waiver. Lessee agrees that Lessor shall have a security interest in, and a lien upon all docks and personal property of Lessee for any and all monies due to Lessor, which are, from time to time during the time hereof, outstanding, which lien and/or security interest may be enforced by the sale of said property in accordance with the provisions and procedures set forth in Title 6A, Chapter 9 of the General Laws of Rhode Island 1956, as amended.

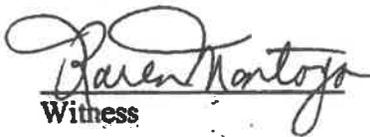
**ATTORNEY'S FEES**

In case suit should be brought for the recovery of the Demised Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Demised Premises, by either party, each party shall be responsible for their own costs incurred in connection with such action, including their own attorney's fee.

**ENTIRE AGREEMENT**

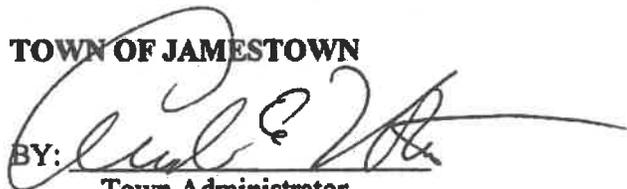
The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS LEASE IN DUPLICATE ON THE DATE FIRST ABOVE WRITTEN.**

  
Witness

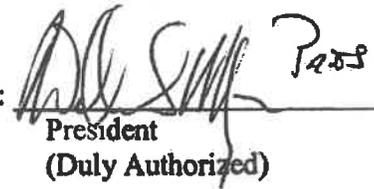
KAREN MONTOYA  
NOTARY PUBLIC-RHODE ISLAND  
ID #43174  
MY COMMISSION EXPIRES 07-01-2018

**TOWN OF JAMESTOWN**

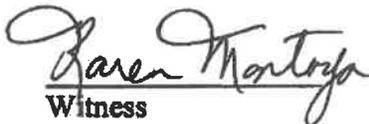
BY:   
Town Administrator  
(Duly Authorized)

Date: 10/13/16

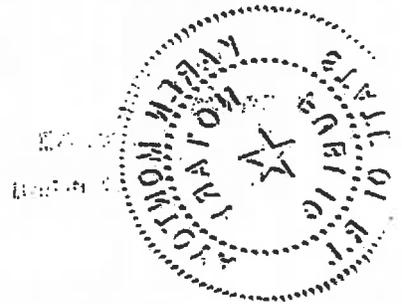
**CONANICUT MARINE SERVICES, INC.**

BY:   
President  
(Duly Authorized)

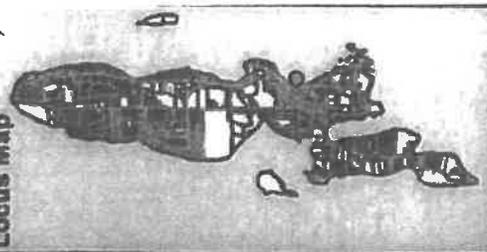
Date: 13 Oct 2016

  
Witness

KAREN MONTOYA  
NOTARY PUBLIC-RHODE ISLAND  
ID #43174  
MY COMMISSION EXPIRES 07-01-2018



Locus Map



# THE TOWN OF JAMESTOWN, RI

## Figure 1: East Ferry



0 100 200 Feet



Steel Concrete Pier

Wood Pile Pier

Touch & Go

Touch & Go

Approx. Marina Perimeter, Limit

Approx. Marina Perimeter, Limit

Touch & Go

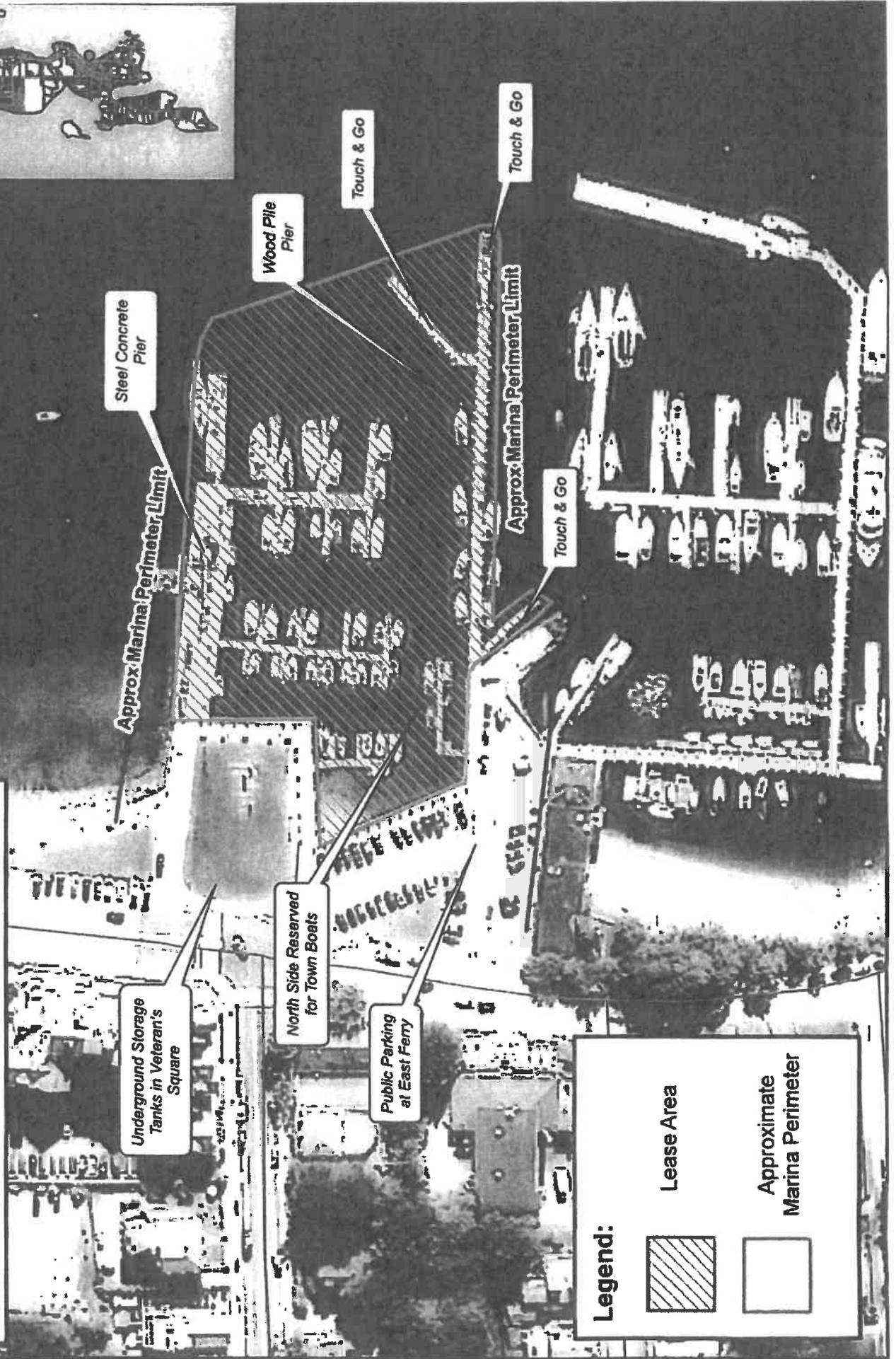
Underground Storage Tanks in Veteran's Square

North Side Reserved for Town Boats

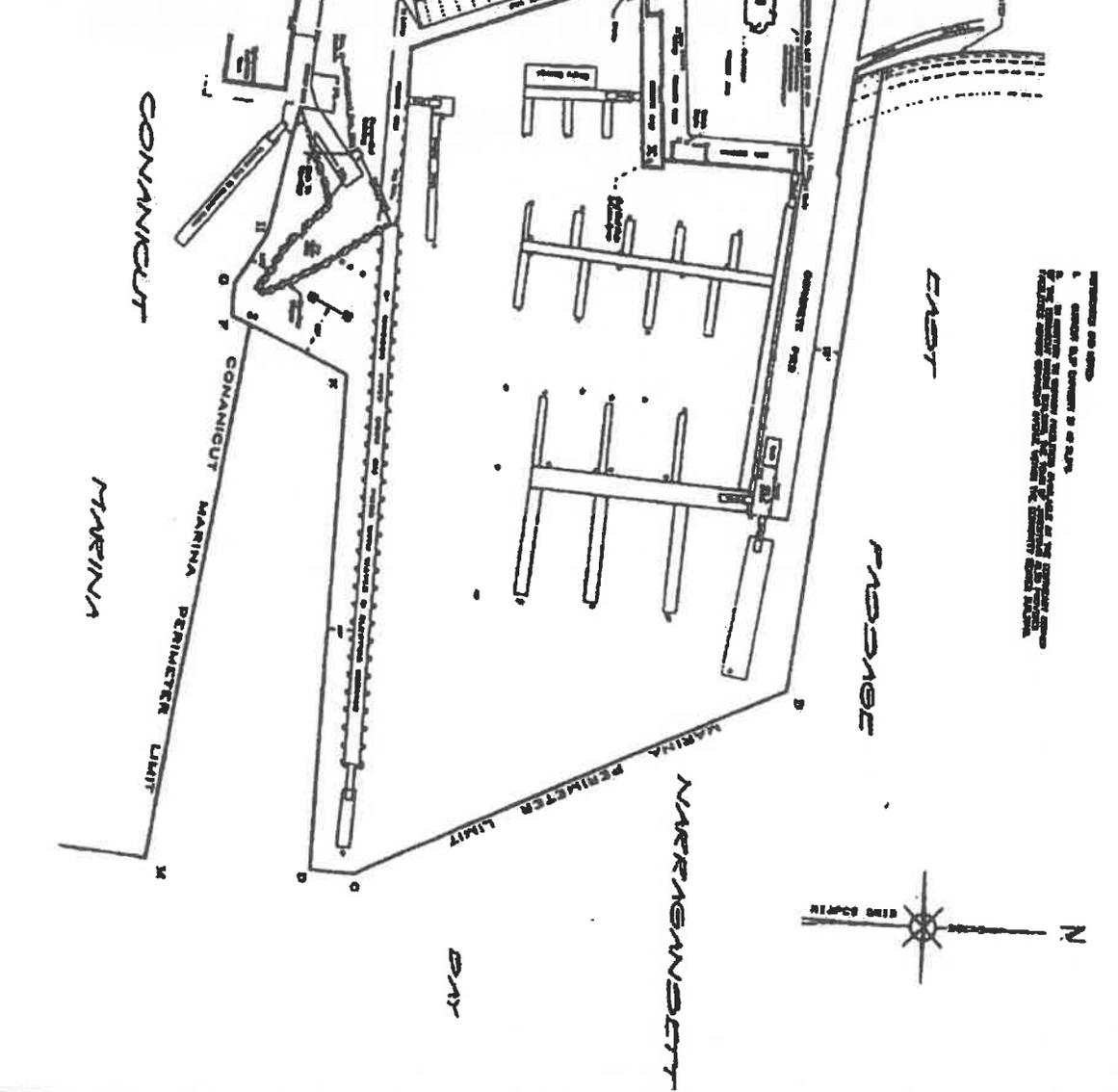
Public Parking at East Ferry

**Legend:**

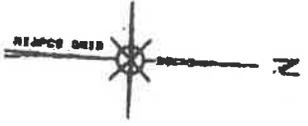
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|  | Lease Area                   |
|  | Approximate Marina Perimeter |



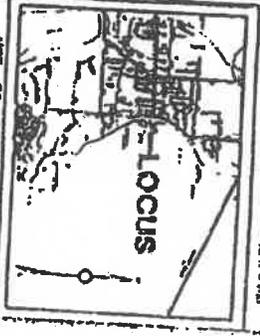
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CONANICUS AVENUE  
EAST PASSAGE  
NARRAGANSETT  
CONANICUS MARINA PERIMETER LIMIT  
MARINA



GRAPHIC SCALE



NOT TO SCALE LOCUS MAP

MARINA PERIMETER PLAN  
PREPARED FOR:  
WESTON/HORROR COMMISSION

SITUATED AT:  
CONANICUS AVENUE  
EAST FERRY MARINA  
JAMESTOWN, RHODE ISLAND

LAND USE SPECIALISTS, INC.



12/05/1984  
8-217  
419-0903

Figure 2: Marina Perimeter

**FIGURE 2 –  
CMS PROPOSED  
IMPROVEMENTS TO NORTH BASIN  
FACILITIES**

**CONANICUT MARINE SERVICES, INC. PROPOSED IMPROVEMENTS TO NORTH BASIN FACILITIES: (See attached Figure 2. Marina Perimeter layout for corresponding letters and locations).**

- A.** Relocate existing gangway & fuel dock 15 feet north within the existing perimeter. Currently the slip spacing between the existing 60 ft. slips is too narrow to accommodate today's beamier boats. The proposed relocation will enable 3 ft or so more room in slip spacing.
  
- B.** Install a 16 x 100 ft. wave attenuator to add much needed wave protection benefiting all of the boats located to the south including the Harbor Master and Fire boats. \*This work will require a modification to the marina perimeter.
  
- C. + D.** Construct 60 ft. of additional access to the two existing finger slips within the existing perimeter.
  
- E.** Construct removable gangway and floating docks to the south side of the timber pier to enable a more boat friendly docking environment for all boats. This would be within the existing perimeter.

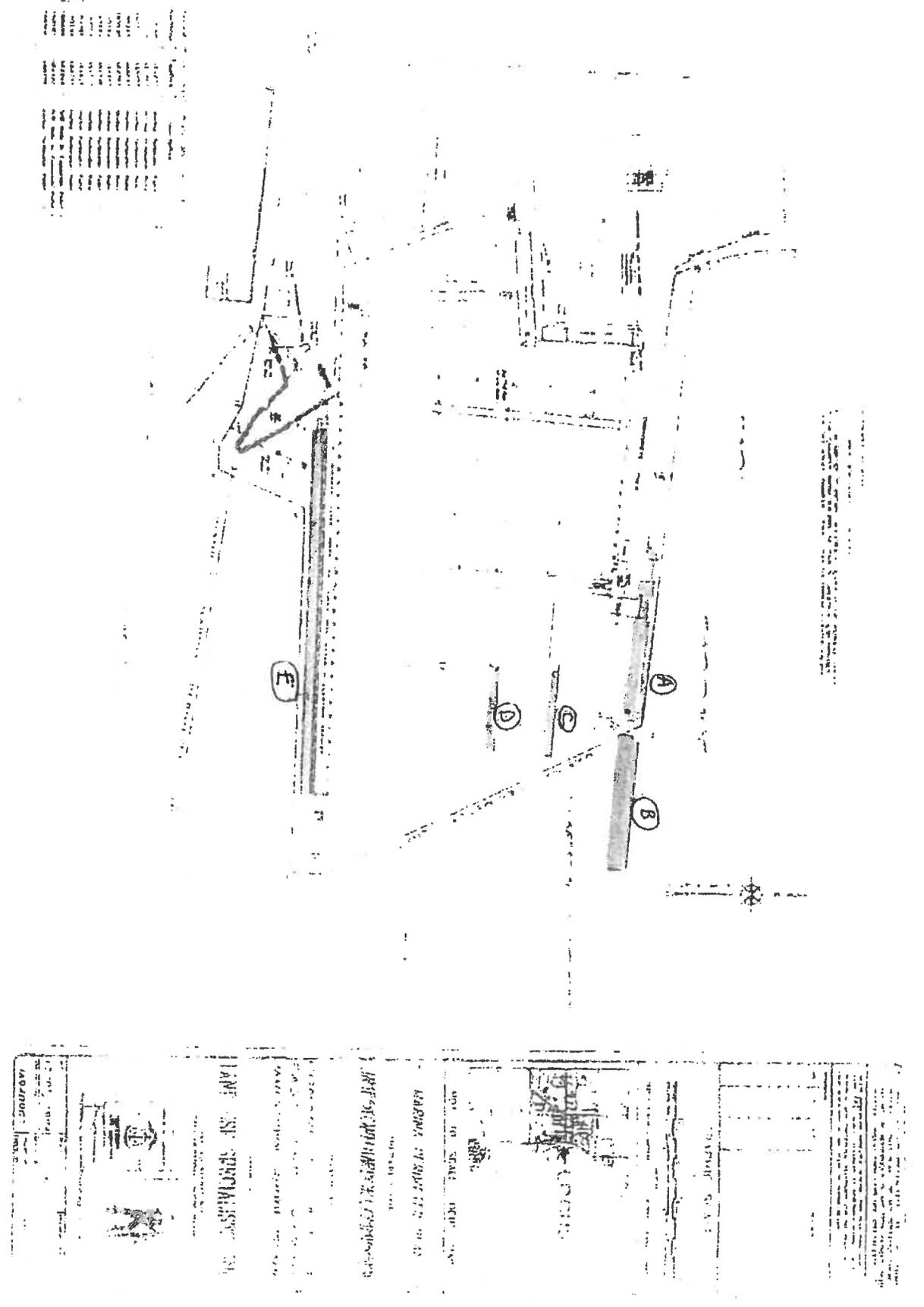


Figure 2. Mariua Perimeter

# APPENDIX A

Load Evaluation Report for  
The Existing Steel Pier

East Ferry Marina  
Jamestown, Rhode Island



Steel Pier, Looking South, Photo Taken by RTG on January 20, 2006

Submitted: July 19, 2006

Prepared By:  
RT Group, Inc.  
197 Taunton Avenue, Suite 202  
East Providence, RI 02914

Prepared For:  
Town of Jamestown  
44 Southwest Avenue  
Jamestown, RI 02835-1120

RTG Project No. 06102.00



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- 2-2 Mooring Line Orientation Used to Estimate Allowable Line Load

## Attachments

- Attachment A - Crane Capacity Chart

# 1. Introduction

This report was prepared by RT Group, Inc. (RTG) in order to evaluate the safe load carrying capacity of the East Ferry Steel Pier (the Pier) located in Jamestown, Rhode Island (Figure 1-1). This pier supports both pedestrian and vehicular traffic, and is utilized for raising and lowering boats from the water. The boats are lifted using a Link-Belt HSP-8028S rubber tire mounted crane that is stationed at the Pier. The maximum boat pick is reportedly about 16 kips.

## 1.1 Purpose and Scope

The purpose of this report is to provide the Town of Jamestown (the Town) and the Conanicut Marina (the Marina) a quantitative evaluation of the load carrying capacity of the Pier. It is our understanding that this information does not currently exist, and it is considered critical, especially if the Town and/or Marina should consider making heavier picks than they historically have or if the existing Link-Belt crane is ever replaced.

## 1.2 Background

The original Pier was constructed of interlocking MZ-27 (equivalent to a PZ-27) steel sheet piles that form the north, south, and east sides of the pier. The steel sheet piles were anchored to each other using a steel wale on the inboard side of the sheets and steel tie rods buried about 2 to 3 feet below the top of the Pier. We speculate that a pair of steel channels was used to construct the wale, but there is no information available on this structural component. Likewise, no information on the tie rods exists, except that the tie rod spacing is reportedly about 6 feet on center.

Based on the available data, it is assumed that the steel sheet piles were driven to practical refusal within the shale and/or the hard packed silt/clay, gravel, and shale fragments immediately above it. After the sheet pile wall was completed, earth fill (assumed granular) was placed between the sheet pile wall, and a 6-inch-thick concrete slab was placed over the earth fill to provide a clean working/driving surface (Figure 1-2). We are assuming that the concrete slab was reinforced with welded wire fabric (WWF), but that no other structural reinforcing was installed (e.g., rebar).

In the 1990s, the Town and Jamestown Harbor Commission began to evaluate repair options for the Pier. Repair options were considered based on the deteriorated condition of the steel sheet piles and to prevent the loss of earth fill that supports the Pier. By the late 1990s, the steel sheet piles reportedly had small holes (from one to several inches) at the water line. While we were not able to obtain a copy of any inspection reports that were completed in the past, we assumed that the steel sheet piles had experienced extensive corrosion within the tidal zone.

In the late 1990s, the north and south sides of the Pier were "reconstructed" by driving new galvanized WT12x52 soldier piles along the north and south sides of the pier, directly in front of the steel sheet pile wall. The soldier piles were driven about 6 feet below the existing mudline per the plans prepared by Siegmund & Associates, Inc. (SAI). Based on the available data, it is assumed that the WT12x52 soldier piles were driven to practical refusal, similar to the MZ-27 steel sheet piles.

After the soldier piles were installed, they were anchored to each other using #9 epoxy coated steel tie rods which are located about 1.5 feet below the top of the Pier. Pre-cast reinforced concrete panels were then placed between the individual soldier piles from about 2 feet below the existing mudline to the top of the Pier. Tremie concrete fill was then placed in 4-foot-lifts between the existing steel sheet pile wall and the soldier pile panel wall. Rebar hooks cast directly into the back of the pre-cast panels "locked" the panels and tremie pour together.

In 2003, vinyl sheets were installed directly in front of the existing steel sheet pile wall on the east end of the Pier. The vinyl sheets were reportedly about 28-feet-long and were driven to practical refusal per our discussions with the Contractor that installed them, Specialty Diving Services, Inc. (SDS). At the time the vinyl sheets were installed, the steel sheet piles on this end of the pier had reportedly experienced about 80 percent section loss within the tidal zone due to corrosion. Reportedly, there were also several holes in the sheet piles, some large enough to put a persons arm through.

### **1.3 Authorization**

This report was prepared by RTG in accordance with the Agreement between the Town and RTG.

### **1.4 Report Organization**

This report is organized into three (3) sections as follows:

1. This Introduction
2. Load Capacity Evaluation
3. Conclusions and Recommendations

### **1.5 Limitations**

Interpretations summarized in this report are based on subsurface information obtained from existing borings that reflect subsurface conditions only at specific locations; thus, variations in subsurface conditions may not be reflected. In addition, time may alter the conditions observed during the exploration.

This report was prepared in accordance with generally accepted geotechnical and structural engineering practice as an aid to the users of the Pier. No other warranties, either express or implied are made. Interpretations contained herein were based on the applicable standards of the consulting profession at the time this report was prepared.

Information from previous investigations, reports, and/or designs that is presented within this report was obtained by RTG from the Town/Marina. No responsibility is assumed by RTG for the correctness or accuracy of information provided by or obtained under the direction of others.

## 2. Load Capacity Evaluation

### 2.1 Earth and Small Equipment Surcharge Load

The soldier pile and concrete panel wall act to prevent earth backfill material from migrating through the deteriorated steel sheet pile wall and protect the steel sheet pile wall from corrosion by encapsulating its face within concrete (which was poured between the steel sheet pile wall and soldier pile panel wall). However, based on our analyses the soldier pile and concrete panel wall is not capable of independently supporting the existing earth load in combination with even a modest equipment surcharge load (e.g., air compressor, tools, men and materials) of 200 pounds per square foot (psf) (Table 1).

The soldier pile and concrete panel wall acts as a "patch", and it was not intended to independently support heavy surcharge loads, such as those induced by a crane. Therefore, the existing steel sheet pile wall must be relied on to carry much of the load at the Pier. Unfortunately, and as mentioned previously, we were not able to obtain a copy of any inspection reports that were completed in the past, and we can only speculate as to the amount of corrosion that existed at the time the soldier pile and concrete panel wall was constructed. While we believe it is reasonable to assume that minimal corrosion would have occurred after the tremie concrete was placed between the panel wall and sheet pile wall (Figure 1-2), we are unable to definitively quantify the structural capacity of the existing sheet pile wall.

Based on the above, we have assumed that the steel sheet pile wall has experienced about 70 percent section loss (steel thickness reduction taken from front face only) and that it and the soldier pile panel wall act together (additive versus compositely) to support the existing earth and equipment surcharge loads. Based on our analyses, the two (2) systems working together are capable of safely supporting the existing earth and a small equipment surcharge load (Table 1).

| Case   | Maximum Bending Moment           | Allowable Bending Moment         | Comments   |
|--|----------------------------------|----------------------------------|--|
| Independent Panel Wall                         | 85 ft-kips<br>(per soldier pile) | 40 ft-kips<br>(per soldier pile) | Soldier piles fail in bending and Panel Wall tie rods fail in tension        |
| Panel Wall and Sheet Pile Wall Acting Together | 14 ft-kips/ft                    | 31 ft-kips/ft                    | Assumes wale load transferred through concrete panels to Panel Wall tie rods |

While we did not rely on the steel sheet pile wale and tie rod system to support the estimated wale load of 2.6 kips per foot, we are assuming that this system was not disconnected when the soldier pile and panel wall was constructed, and we are assuming that this system is in fair condition since it is buried and located above mean high water (i.e., the system provides some cushion in terms of capacity).

## 2.2 Earth, Equipment Surcharge, and Crane Load

As mentioned, the maximum estimated pick load is about 16 kips, and occurs when the crane outriggers are fully extended. We assumed that the maximum operating radius during this pick is about 25 feet (see attached crane capacity chart). Under this scenario, the maximum estimated outrigger load is about 35 kips (Figure 2-1).

The outrigger pads are about 17-3/8 inches by 17-3/8 inches in dimension and are typically placed on steel plates during a pick. We conservatively assumed that the existing steel plates are about 1/4-inch-thick and that the maximum estimated outrigger load was distributed through the 6-inch-thick concrete pavement (assumed to be reinforced with WWF only) at a 45 degree angle. Based on this, and assuming that the relatively thin steel plates assumed are not very effective at distributing the load, the maximum estimated ground pressure is about 5.8 kips per square foot (ksf).

Based on our analyses, the maximum allowable outrigger load that can be applied directly behind the existing and combined structure is about 3.0 ksf. The maximum estimated surcharge during a pick (5.8 ksf) is greater than the allowable outrigger load (3.0 ksf) and heavier steel plate and/or timber cribbing is required to distribute the maximum estimated outrigger load over a greater area. We estimate that one 1/2-inch-thick steel plate (or two stacked 1/4-inch-thick plates) each measuring about 3-feet by 3-feet would be effective.

If steel plates are placed under the outriggers as recommended above, the two (2) systems working together are capable of safely supporting the existing earth, a small equipment surcharge load, and the crane load (Table 2).

| Case   | Maximum Bending Moment (ft-kips/ft) | Allowable Bending Moment (ft-kips/ft) | Comments   |
|--|-------------------------------------|---------------------------------------|--|
| Panel Wall and Sheet Pile Wall Acting Together | 28                                  | 31                                    | Assumes wale load transferred through concrete panels to Panel Wall tie rods |

While we did not rely on the steel sheet pile wale and tie rod system to support the estimated wale load of 4 kips per foot, we are assuming that this system was not disconnected when the soldier pile and panel wall was constructed, and we are assuming that this system is in fair condition since it is buried and located above mean high water (i.e., the system provides some cushion in terms of capacity). Based on this, we are allowing for a slight overstress of the panel wall tie rod allowable load (40 kips/36 kips = 1.15), which we believe is reasonable for a short-term loading condition.

Other load cases considered included the crane trafficking the pier without a load and a wheeled boathandler carrying the maximum pick load. These additional load cases did not control. In the case where the crane is trafficking the pier without a load, the estimated surcharge load from the rubber tires is less than the maximum outrigger pressure during a pick. In addition, the tire loads are applied further inboard of the steel sheet pile wall, and this causes the surcharge pressures to attenuate before they are applied to the sheet

pile wall. Likewise, the maximum pick load is distributed across several axles of the wheeled boathandler and the axle tire loads are applied further inboard compared to the crane outriggers.

One other load condition considered was a mooring line load from a boat or vessel tied directly to the W12x52 soldier piles. It was assumed that the line load was applied at the mid-point of the W12x52 soldier pile as shown in Figure 2-2. Under this condition, the estimated allowable line load is conservatively estimated at about 5,000 pounds. We do not believe that the estimated allowable load will be exceeded for the boats/vessels that typically use the Pier during normal weather conditions.

### 3. Conclusions and Recommendations

The soldier pile and concrete panel wall repair acts as a "patch", and it was not intended to independently support heavy surcharge loads, such as those induced by a crane. Therefore, the original steel sheet pile wall must be relied on to carry much of the load at the Pier. Unfortunately, we were not able to obtain a copy of any inspection reports that were completed in the past, and we can only speculate as to the amount of corrosion that existed at the time the soldier pile and concrete panel wall was constructed.

Based on the above, we have assumed that the steel sheet pile wall has experienced about 70 percent section loss and that it and the soldier pile panel wall act together (additive versus compositely) to support the existing earth and surcharge loads. Based on our analyses, the two (2) systems working together are capable of safely supporting the existing earth and assumed surcharge loads (Tables 1 and 2).

It is important to note that our analyses are based on an assumed amount of section loss within the existing steel sheet pile wall. If the actual section loss is greater, or if there are large sections of the existing sheet pile wall that are completely missing, the allowable capacity of the two systems (panel wall and steel sheet pile wall) will be less than what is presented herein. Therefore, the Town and Marina must recognize that there is some risk associated with crane operations at the Pier, and this risk can only be mitigated by verifying the actual section loss within the steel sheet piles (e.g., completing test pits on the back side of the sheet pile wall) or by independently supporting the crane outriggers (e.g., pile supported concrete pads).

We believe that the Town and Marina can help reduce its risk by performing periodic inspections of the Pier (to look for distress and other signs of movement) and maintaining its condition (repairing damaged concrete pavement and panels). Other recommendations include the following:

#### **3.1 Crane Trafficking the Pier without Making a Pick**

- Operate the Crane within the center of the Steel Pier
- Operate within acceptable speed limits to minimize the likelihood of impact damage to the proposed curbing and railing

#### **3.2 Crane Supported by Outriggers and making a Pick**

- Operate the crane within the proper operating parameters and radius for the load (see attached crane capacity chart)
- Set outriggers behind the existing steel sheet pile wall (i.e., do not load the panel wall by itself)
- Place ½-inch-thick steel plates measuring 3-feet by 3-feet (min) beneath the outriggers to distribute the outrigger loads to allowable limits and help protect the concrete pavement
- Inspect the concrete pavement under the outriggers and do not place the steel plates on cracked or deteriorated concrete
- Avoid making picks in windy conditions which could increase the outrigger loads

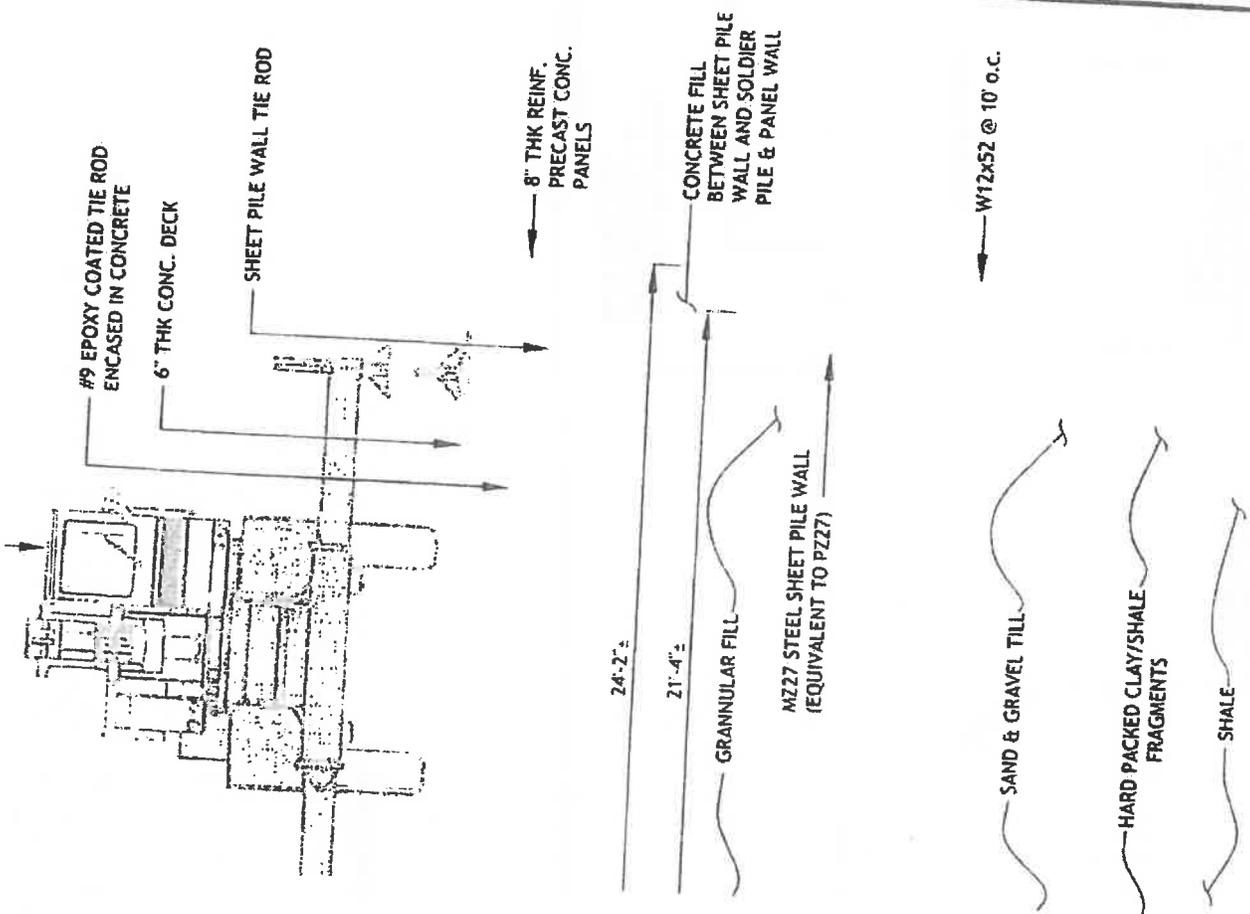
- Avoid setting the outriggers/tires directly on the panel wall tie rods, which are encapsulated in concrete (locations are visible from grade), to minimize the likelihood that the panel wall tie rods are overstressed

### **3.3 Loaded Boathandler with maximum Pick Load**

- Operate the boathandler within the center of the Steel Pier
- Operate within acceptable speed limits to minimize the likelihood of impact damage to the proposed curbing and railing

We recommend that a copy of the above be provided to the users of the Steel Pier and that a laminated copy be kept in the crane.

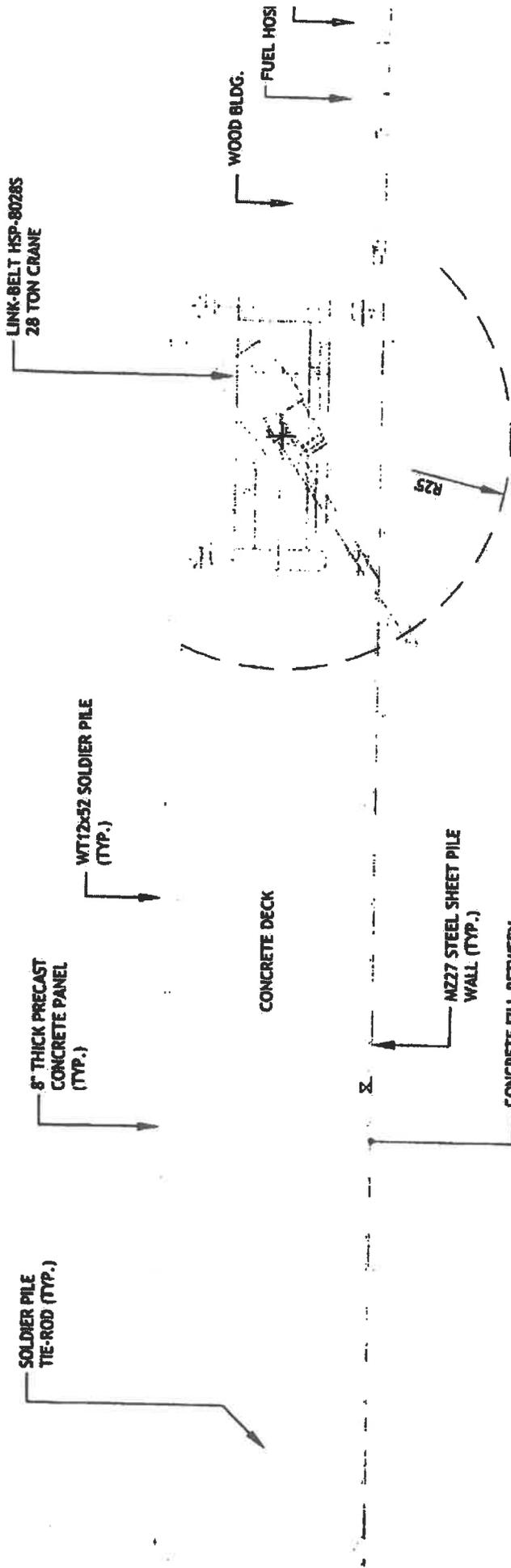
**Figures**



PER SAMPLE HOLE #1 AND #2 COMPLETED BY RHODE ISLAND ENGINEERING SERVICES FOR THE MEMORIAL SQUARE BULKHEAD

TYPICAL SECTION

SOLDIER PILE & PANEL WALL (19 PANELS @ 10' = 190')



SOLDIER PILE & PANEL WALL (19 PANELS @ 10' = 190')

**NOTE:**

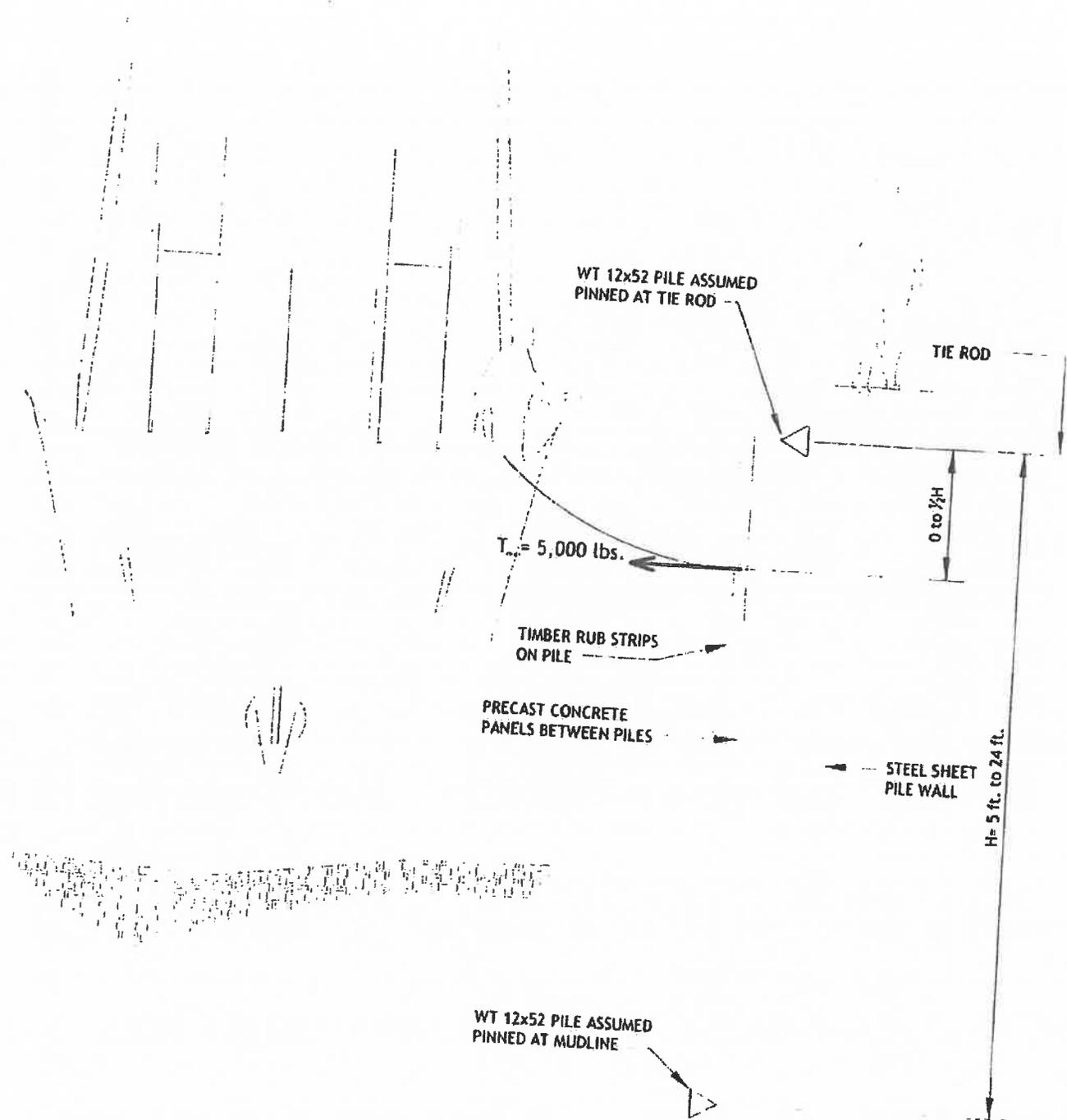
STEEL SHEET PILE WALL WALE AND TIE RODS  
NOT SHOWN FOR CLARITY.

EAST FERRY MARINA

STONE SEAWALL

**PIER PLAN**

SCALE: 1/8" = 1'-0"



**MOORING LINE ORIENTATION SECTION**

SCALE: 1/4" = 1'-0"



**RT Group, Inc**

Engineers & Architects  
 197 Taunton Avenue, Suite 202  
 East Providence, Rhode Island 02914  
 T 401 438 5100 F 401 438 5272



**LOAD EVALUATION REPORT**  
**East Ferry Marina**

TOWN of JAMESTOWN  
 Jamestown, Rhode Island

**FIGURE 2-2**  
**MOORING LINE ORIENTATION USED**  
**TO ESTIMATE ALLOWABLE LINE**  
**LOAD**

SHEET 4 of 4  
 DATE: JAN-28-06  
 PROJ No. 06102.00

**Attachment A  
Crane Capacity Chart**

**Link-Belt**

**HSP-8028S maximum allowable lifting capacity**

**Rated Lifting Capacities In Pounds  
On Outriggers - Fully Extended**

70.25 FT. Main Boom

| Lifted Boom Weight (LBS) | 66 FT.              |                        | 70.25 FT.           |                        | 72 FT.              |                        | 78 FT.              |                        | 84 FT.              |                        | 90 FT.              |                        |
|--------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|
|                          | Max. Capacity (LBS) | Over Boom Weight (LBS) | Max. Capacity (LBS) | Over Boom Weight (LBS) | Max. Capacity (LBS) | Over Boom Weight (LBS) | Max. Capacity (LBS) | Over Boom Weight (LBS) | Max. Capacity (LBS) | Over Boom Weight (LBS) | Max. Capacity (LBS) | Over Boom Weight (LBS) |
| 13,400                   | 53,200              | 40,000                 | 43,000              | 43,000                 | 47,700              | 47,700                 | 42,000              | 42,000                 | 37,300              | 37,300                 | 32,600              | 32,600                 |
| 15,700                   | 51,500              | 43,000                 | 43,000              | 43,000                 | 41,700              | 41,700                 | 35,400              | 35,400                 | 31,700              | 31,700                 | 28,000              | 28,000                 |
| 17,000                   | 50,000              | 45,000                 | 45,000              | 45,000                 | 38,600              | 38,600                 | 32,700              | 32,700                 | 29,000              | 29,000                 | 25,300              | 25,300                 |
| 18,300                   | 48,500              | 47,000                 | 47,000              | 47,000                 | 35,500              | 35,500                 | 29,000              | 29,000                 | 25,300              | 25,300                 | 21,600              | 21,600                 |
| 19,600                   | 47,000              | 49,000                 | 49,000              | 49,000                 | 32,400              | 32,400                 | 25,300              | 25,300                 | 21,600              | 21,600                 | 17,900              | 17,900                 |
| 20,900                   | 45,500              | 51,000                 | 51,000              | 51,000                 | 29,300              | 29,300                 | 21,600              | 21,600                 | 17,900              | 17,900                 | 14,200              | 14,200                 |
| 22,200                   | 44,000              | 53,000                 | 53,000              | 53,000                 | 26,200              | 26,200                 | 17,900              | 17,900                 | 14,200              | 14,200                 | 10,500              | 10,500                 |
| 23,500                   | 42,500              | 55,000                 | 55,000              | 55,000                 | 23,100              | 23,100                 | 14,200              | 14,200                 | 10,500              | 10,500                 | 6,800               | 6,800                  |
| 24,800                   | 41,000              | 57,000                 | 57,000              | 57,000                 | 20,000              | 20,000                 | 10,500              | 10,500                 | 6,800               | 6,800                  | 3,100               | 3,100                  |
| 26,100                   | 39,500              | 59,000                 | 59,000              | 59,000                 | 16,900              | 16,900                 | 6,800               | 6,800                  | 3,100               | 3,100                  | 0                   | 0                      |
| 27,400                   | 38,000              | 61,000                 | 61,000              | 61,000                 | 13,800              | 13,800                 | 3,100               | 3,100                  | 0                   | 0                      | 0                   | 0                      |
| 28,700                   | 36,500              | 63,000                 | 63,000              | 63,000                 | 10,700              | 10,700                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 30,000                   | 35,000              | 65,000                 | 65,000              | 65,000                 | 7,600               | 7,600                  | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 31,300                   | 33,500              | 67,000                 | 67,000              | 67,000                 | 4,500               | 4,500                  | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 32,600                   | 32,000              | 69,000                 | 69,000              | 69,000                 | 1,400               | 1,400                  | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 33,900                   | 30,500              | 71,000                 | 71,000              | 71,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 35,200                   | 29,000              | 73,000                 | 73,000              | 73,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 36,500                   | 27,500              | 75,000                 | 75,000              | 75,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 37,800                   | 26,000              | 77,000                 | 77,000              | 77,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 39,100                   | 24,500              | 79,000                 | 79,000              | 79,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 40,400                   | 23,000              | 81,000                 | 81,000              | 81,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 41,700                   | 21,500              | 83,000                 | 83,000              | 83,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 43,000                   | 20,000              | 85,000                 | 85,000              | 85,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 44,300                   | 18,500              | 87,000                 | 87,000              | 87,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 45,600                   | 17,000              | 89,000                 | 89,000              | 89,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 46,900                   | 15,500              | 91,000                 | 91,000              | 91,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 48,200                   | 14,000              | 93,000                 | 93,000              | 93,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 49,500                   | 12,500              | 95,000                 | 95,000              | 95,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 50,800                   | 11,000              | 97,000                 | 97,000              | 97,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 52,100                   | 9,500               | 99,000                 | 99,000              | 99,000                 | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 53,400                   | 8,000               | 101,000                | 101,000             | 101,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 54,700                   | 6,500               | 103,000                | 103,000             | 103,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 56,000                   | 5,000               | 105,000                | 105,000             | 105,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 57,300                   | 3,500               | 107,000                | 107,000             | 107,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 58,600                   | 2,000               | 109,000                | 109,000             | 109,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 59,900                   | 500                 | 111,000                | 111,000             | 111,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |
| 61,200                   | 0                   | 113,000                | 113,000             | 113,000                | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      | 0                   | 0                      |

5,350  
7,900

(Appendix B)

OFFER TO PERFORM

NAME OF BIDDER: Comanicut Marine Services Inc PHONE NO: 781-717-1107

ADDRESS OF BIDDER: 30 Westinghouse Rd, Jamestown, RI

AUTHORIZED SIGNATURE: [Signature]

Sealed bids must be received on this form by this office by 2:00 PM September 2, 2015. All bids will be opened and read publicly.

ALL BIDS DELIVERED TO:  
Town of Jamestown  
Christina D. Collins, Finance Director  
Jamestown Town Hall  
93 Narragansett Avenue  
Jamestown, RI 02835

Bid document is to be rendered in a sealed envelope clearly marked as: East Ferry Marina RFP

| BID DETAIL:    | Base             | Escalator<br>(3% minimum) | Total            | * Before<br>Ink and<br>Services |
|----------------|------------------|---------------------------|------------------|---------------------------------|
| Base Year (1)  | <u>44,000.00</u> |                           | <u>44,000.00</u> |                                 |
| Year Two (2)   | <u>44,000.00</u> | 4% <u>1,760.00</u>        | <u>45,760.00</u> |                                 |
| Year Three (3) | <u>45,760.00</u> | 4.75% <u>2,173.60</u>     | <u>47,933.60</u> |                                 |
| Year Four (4)  | <u>47,933.60</u> | 6.75% <u>3,239.52</u>     | <u>51,169.12</u> |                                 |
| Year Five (5)  | <u>51,169.12</u> | 6.75% <u>3,453.92</u>     | <u>54,623.03</u> |                                 |
| Year Six (6)   | <u>54,623.03</u> | 8.75% <u>4,779.52</u>     | <u>59,402.55</u> |                                 |
| Year Seven (7) | <u>59,402.55</u> | 8.75% <u>5,197.72</u>     | <u>64,600.27</u> |                                 |
| Year Eight (8) | <u>64,600.27</u> | 10% <u>6,460.03</u>       | <u>71,060.30</u> |                                 |
| Year Nine (9)  | <u>71,060.30</u> | 10% <u>7,106.03</u>       | <u>78,166.33</u> |                                 |
| Year Ten (10)  | <u>78,166.33</u> | 10% <u>7,816.63</u>       | <u>85,982.96</u> |                                 |

The Town reserves the right to accept or reject any or all bids, portions thereof and to waive informalities

\*\* See attached documentation supporting our Bid Detail

**Town of Jamestown  
Request for Proposals  
Town Marina at East Ferry, Jamestown, RI  
Appendix C**

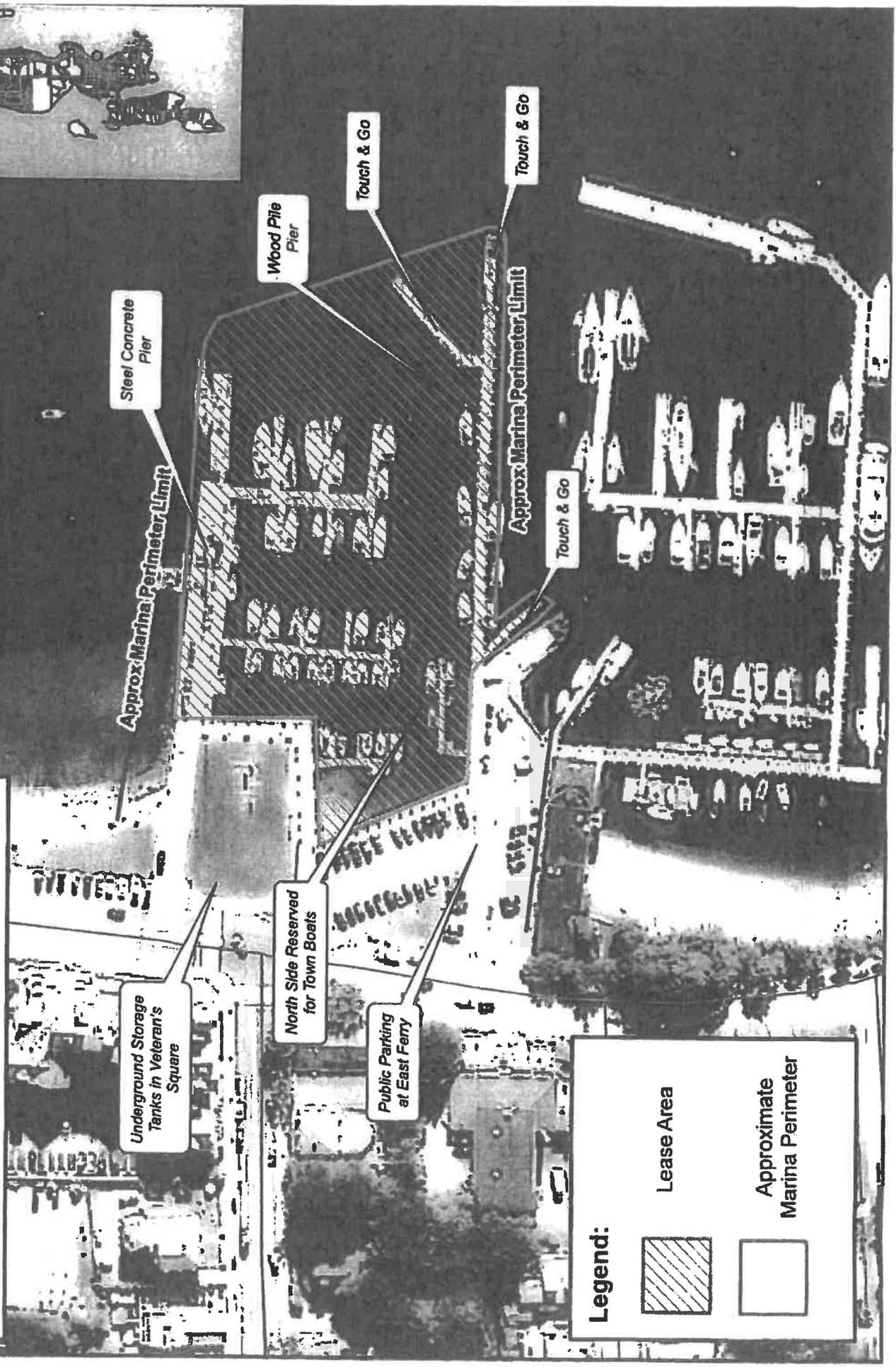
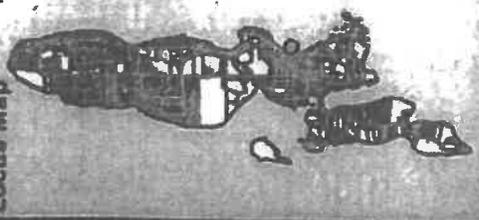
| <b><u>PERMIT TYPE</u></b>     | <b><u>RATE</u></b>       |
|-------------------------------|--------------------------|
| <b>Mooring - Resident</b>     | <b>\$4.60/ft</b>         |
| <b>Mooring - Non-Resident</b> | <b>\$9.20/ft</b>         |
| <b>Mooring-Commercial</b>     | <b>\$9.20/ft</b>         |
| <b>Mooring - Yacht Club</b>   | <b>\$1,365</b>           |
| <b>Outhaul- Recreational</b>  | <b>\$500</b>             |
| <b>Outhaul- Commercial</b>    | <b>\$430</b>             |
| <b>Pier- Recreation</b>       | <b>\$80/ft of length</b> |
| <b>Pier-Commercial</b>        | <b>\$40/ft of length</b> |
| <b>Beach 11' and under</b>    | <b>\$63</b>              |
| <b>Beach 12' and over</b>     | <b>\$25/ ft of beam</b>  |
| <b>DHBY dinghy dock</b>       | <b>\$450</b>             |

THE TOWN OF JAMESTOWN, RI

Figure 1: East Ferry



Locus Map



**Legend:**

|  |                              |
|--|------------------------------|
|  | Lease Area                   |
|  | Approximate Marina Perimeter |

19-5025-001

August 16, 2021

Mr. Bill Munger, President  
Conanicut Marine Services, Inc.  
20 Narraganset Avenue  
Jamestown, RI 02835

**RE: Steel Curb Hats  
East Ferry Marina  
Jamestown, RI**

Dear Bill:

In accordance with our Proposal dated June 28, 2021, Tighe & Bond completed a site visit and follow-up inspection to assess the "Steel Curb Hats" that were installed at the Steel Pier by Conanicut Marine Services, Inc. (CMS) in 2019 (Figures 1 & 2 and Photo Nos. 1 & 2). The Steel Curb Hats allow the outriggers of CMS's Grove RT760E crane (the crane) to be fully extended and have reportedly been utilized for two (2) boating seasons in order to allow the crane to splash/recover boats weighing up to 20,000 pounds (max) at an operating radius of up to 40 feet (max).

## Purpose and Scope

The purpose of our site visit/inspection was to provide an opinion regarding the in-service performance of the Steel Curb Hats to-date, which were installed by CMS's Contractor, REAGAN CONSTRUCTION. Steel Curb Hat installation was completed using field sketches, which were not stamped by a Rhode Island Professional Engineer (Figure 3). This opinion was requested by CMS (Lessee) and the Town of Jamestown (the Town) (Lessor) to provide guidance regarding the continued use of the Steel Curb Hats, as it relates to the potential sale of the marina.

## Limitations

This Letter Report was prepared in accordance with generally accepted marine/waterfront engineering practice as an aid to the continued use of the project. No other warranties either express or implied are made. Interpretations contained herein were based on the applicable standards of the consulting profession at the time and place this Letter Report was prepared. No responsibility is assumed by Tighe & Bond for the correctness or accuracy of information provided by or obtained under the direction of others.

## Existing Information

Information utilized to prepare this Letter Report includes the following (the most recent information is presented first):

- Steel Curb Hat Field Sketches and concrete deck coring invoices, as provided to CMS by REAGAN CONSTRUCTION on July 1, 2021;

- ❑ Steel Curb Hat Material List, including sizes and steel grades, as provided to CMS by REAGAN CONSTRUCTION on June 29, 2021;
- ❑ Concrete Ramp reinforcing sizes and concrete mix design, as provided to CMS by RAM CONSTRUCTION on June 29, 2021;
- ❑ *Alternatives Evaluation Memorandum*, as prepared by RT Group, Inc. (RTG, May 15, 2019);
- ❑ *Crane Load Evaluation Report*, Existing Steel Pier (RTG, April 5, 2019); and
- ❑ *Load Evaluation Report* (RTG, July 19, 2006).

## Site Visit

On July 1, 2021, Mr. Jim Russell/Tighe & Bond visited the site, met with Mr. Bill Munger/CMS and Mr. Mike Gray, PE/Town, and obtained as-built measurements and photographs to help ascertain the performance of the Steel Curb Hats to-date. During this site visit, particular attention was paid to signs of movement or distress that would indicate the crane outrigger loads are overstressing the Steel Pier components.

Based on our site visit and the as-built measurements taken, the Steel Curb Hats were constructed in general accordance with the Field Sketches and Material List provided by REAGAN CONSTRUCTION. Specifically, the hats measure about 4'-6" wide by 6'-0" long, consist of nine (9) W12x45 steel beams with a 1/2" thick steel cover plate; and are bolted to the concrete curb using a total of ten (10) 1" diameter threaded rods that were drilled and grouted into the concrete curb (Figure 2 and Photo Nos. 3 through 6).

In addition to the Steel Curb Hats, concrete runways were constructed to allow the crane to operate at the same elevation as the concrete curb. These runways measure about 3'-0" wide by 20'-0" long by 1'-0" high and are reportedly reinforced with four (4) #5 bars, top and bottom (longitudinal direction), placed 4" and 8" from the bottom of the ramps. Transverse #5 bars were also reportedly provided, and the specified concrete compressive strength was reportedly 5,000 pounds per square inch (psi).

The workmanship of the Steel Curb Hats, including the welds, appeared good and no distress (e.g., bent steel, broken welds) was observed. In addition, no distress was observed in the concrete curb that supports the Steel Curb Hats, and the top of the concrete curb appeared true and uniform, indicating that the Steel Curb Hats have not settled vertically. However, two (2) 1/8" wide cracks were observed in the concrete runways, at their approximate mid-span. At this time, we believe the subject cracks may be shrinkage related based on their uniform width along their vertical length.

## Follow-Up Inspection

Following the above site visit, a more detailed follow-up inspection was performed by Mr. Greg Coren, PE and Mr. Colter Krzcuik of Tighe & Bond on July 30, 2021. This inspection included obtaining selective topographic survey data along the top the Pier, collecting mudline soundings along the north and south faces of the Pier, and taking an inventory of visible cracks in the existing concrete curb.

The follow-up inspection also included an assessment of the Pier components that were visible above the waterline (e.g., pre-cast concrete panels, WT12x52 sections), which was conducted

from a small work boat and the floating docks adjacent to the Pier. The limits of the inspection went from the head of the Pier to the existing out-building on the Pier, which is located just beyond the area where the crane operates.

Hairline cracking was observed along the length of the existing concrete curb at 2 to 5-foot± intervals (Table 1), which are believed to be temperature and shrinkage related (Photo Nos. 7 and 8). These cracks did not appear to be more frequent at the Steel Curb Hat locations. Overall, the concrete curb appeared to be in good condition.

No displacement or obvious distress was noted in the pre-cast concrete panels, with the exception of horizontal hairline/spider cracking in some panels (Photo No. 9). The observed cracking was more prevalent on the south side of the Pier than the north side, but an obvious cause for this was not determined. Marine growth was prevalent on the face of the pre-cast panels in and below the tidal zone, but visible portions appeared to be in good condition (Photo No. 10).

Spot measurements of every third WT12x52 section were taken at around 40-inches below the bottom of the existing concrete curb and are summarized in Table 2. Additional flange thickness measurements were taken at two (2) WT sections about 66-inches below the bottom of the concrete curb (i.e., in the tidal zone), and measured approximately 5/8". Marine growth was prevalent on the WT sections in and below the tidal zone, but visible portions appeared to be in good to fair condition.

The selective topographic survey indicated that the top of curb elevation is approximately El. 6.4 NAVD88, and the existing deck elevation is approximately El. 5.7 NAVD88. As a part of the survey, two (2) displacement Monitoring Points (MPs) were established on each Steel Curb Hat, and three (3) on each concrete runway (Figure 4). The top of curb elevation immediately adjacent to the Steel Curb Hats was consistent with other locations along the Pier, indicating that the Steel Curb Hats have not settled vertically.

The mudline soundings taken along the Pier referenced the top of the concrete curb. In general, the mudline varied from El. -1.8 to El. -13.0 NAVD88 along the length of the Pier, which equates to about 8.3 to 20.2 feet of exposed height. At the location of the Steel Curb Hats, the exposed height from the top of the curb to the mudline varied from about 14.3 to 15.4 feet.

## Re-Analysis

Tighe & Bond re-analyzed the critical Pier components based on the information collected during the site visit and follow-up inspection. Several simplifying assumptions were made to complete the re-analysis, as previously outlined in the *Crane Load Evaluation Report, Existing Steel Pier* (RTG, April 5, 2019). Additional assumptions include the following:

1. That the existing MZ-27 steel sheet pile wall and tremie concrete in-fill have an additive Section Modulus and Moment of Inertia of about 12.5 in<sup>3</sup>/LF and 75 in<sup>4</sup>/LF, respectively (this is a refinement from the previous analyses and represents the corroded section properties);
2. That the maximum allowable surcharge load is about 200 pounds per square foot (psf) and that no surcharge load will be allowed to occur at the same time that the crane is operating on the Steel Pier (this is an operational requirement that will need to be adhered to by the Lessee);

3. That at the outrigger locations, the vertical outrigger load is resisted by the WT12x52s, concrete panels, and tremie concrete adhesion between these components & the existing MZ-27 steel sheet pile wall;
4. That a conservative value of the tremie concrete adhesion bond is about 5 pounds per square inch (psi);
5. That the Steel Curb Hats mobilize about 10 linear feet of the above components (the Steel Curb Hat Length plus 2 feet on each end), which is assumed to be conservative; and
6. That based on observations made during the site visit and follow-up inspection, using the Steel Curb Hats does not appear to have caused visible signs of settlement or distress that would indicate the Steel Pier components are being overstressed.

Utilizing the above and previous assumptions, we evaluated four (4) load cases. These load cases included the following:

1. Load Case No. 1—No Crane and Uniform Vertical Surcharge Load of 200 PSF;
2. Load Case No. 2—Crane trafficking on the Steel Pier with no pick load;
3. Load Case No. 3—Crane on the concrete ramps with outriggers retracted, and with no pick load; and
4. Load Case No. 4—Crane supported on fully extended outriggers with pick load.

For Load Case No. 1, the lateral load imparted by the uniform vertical surcharge load has to be resisted by the original MZ-27 steel sheet piles and tremie concrete in-fill working together to resist the estimated bending moments. For this Load Case, it was assumed that the No. 9 tie-rods that connect the WT12x52 sections together need to resist 100 percent of the lateral wale load (the original MZ-27 wale and tie-rods have been ignored).

For Load Case No. 2, the lateral load imparted by the crane's tires has to be resisted by the original MZ-27 steel sheet piles and tremie concrete in-fill working together to resist the estimated bending moments. For this Load Case, it was assumed that the No. 9 tie-rods that connect the WT12x52 sections together need to resist 100 percent of the lateral wale load (the original MZ-27 wale and tie-rods have been ignored).

For Load Case No. 3, the lateral load imparted by the crane while it is on the concrete ramps has to be resisted by the original MZ-27 steel sheet piles and tremie concrete in-fill working together to resist the estimated bending moments. Similar to Load Case No. 1, it was assumed that the No. 9 tie-rods that connect the WT12x52 sections together need to resist 100 percent of the lateral wale load (the original MZ-27 wale and tie-rods have been ignored).

For Load Case No. 4, the vertical load imparted by the crane outriggers placed on the Steel Curb Hats have to be resisted by the original MZ-27 steel sheet piles, tremie concrete in-fill, WT12x52s, and concrete panels working together. For this case, it was assumed that the tremie concrete adhesion between the WT12x52s/concrete panels and the MZ-27 steel sheet piles is the limiting factor (i.e., bond controls).

For Load Case No. 4, we also evaluated a dynamic horizontal load equal to 10 percent of the vertical outrigger load. This is to help account for lateral loads that could be transferred during

this load case to the No. 9 tie-rods that connect the WT12x52s together. The results of our re-analysis are presented below.

| <b>Demand to Capacity Ratio Summary</b> |                                 |   |                       |                                      |
|---|---------------------------------|---|-----------------------|--------------------------------------|
| <b>Load Case</b>                        | <b>Description</b>              | <b>Demand to Capacity Ratio<sup>1</sup></b> |                       |                                      |
|   |                                 | <b>MZ-27s &amp; Concrete In-Fill</b>        | <b>No. 9 Tie-Rods</b> | <b>Tremie Concrete Adhesion Bond</b> |
| 1                                       | Surcharge Load (200 PSF) Only   | 0.74  | 0.99                  | --                                   |
| 2                                       | Crane Trafficking on Steel Pier | 0.70  | 0.29                  | --                                   |
| 3                                       | Crane Parked on Concrete Ramps  | 0.70  | 0.93                  | --                                   |
| 4                                       | Crane on Outriggers Making Pick | 0.62  | 0.21                  | 0.58                                 |

**Footnote:**

<sup>1</sup>It was assumed that no additional loads (e.g., vertical surcharge, point load, seismic) were acting on the Pier within the vicinity of the crane when the crane was being utilized.

The demand to capacity ratios provided are relative to the estimated allowable strength of each component. Therefore, a demand to capacity ratio that is less than or equal to 1.0 is considered acceptable.

## Conclusions and Recommendations

Based on our site visit, follow-up inspection, and re-analysis, the Steel Curb Hats appear to have performed satisfactorily for the last two (2) boating seasons, and the Steel Pier components, based on their current condition, are not being over-stressed. This conclusion is supported by the lack of observed distress or apparent vertical movement in the Concrete Curb, Concrete Deck, and WT12x52s, as well as our re-analysis.

Based on the above, the Town and CMS could consider employing an "Observational Approach" to allow for the continued used of the Steel Curb Hats. Under this approach, an annual inspection would be completed by a RI Professional Engineer experienced in marine/waterfront engineering immediately prior to each boating season (i.e., March or April time-frame), in order to help determine if the Steel Pier components are being overstressed.

During the annual inspection, it is recommended that both a topside and waterside inspection be completed, similar to the one conducted and described herein, in order to help ascertain if the assumed baseline conditions have changed. This should include survey shots at the established MPs (Figure 4) to help determine if the subject components are experiencing displacement over time.

In addition, the crane should be operated and maintained consistent with historic procedures, including maximum pick weight and operating radius. These requirements should be conveyed to the future owners of the marina, as well as the crane operator(s). We recommend that all requirements such as these become part of and/or incorporated into the current lease and its future transfer.

Given the age of the original Steel Pier (almost 50 years) and WT soldier pile and concrete panel wall repairs (about 24 years), as well as the potential for the tremie concrete adhesion bond to degrade over time, the Observational Approach described above is considered a "short-term" solution that should continue until such time that the crane outriggers can be supported by new and independent components.

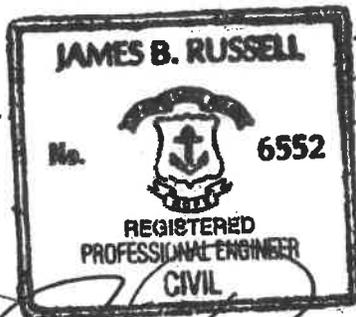


What are considered to be "long-term" solutions have been previously presented, which offer many advantages. These advantages include but are not limited to (1) providing a new 50-year  $\pm$  design-life structure to meet the Town's long-term needs, (2) providing a wider pier to accommodate the crane's (or future crane's) outriggers without placing them on the Concrete Curb, and (3) providing a means to allow other long-term marina enhancements to be made (e.g., revised Pier Configuration, integral boat ramp on seaward side of the Pier).

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**TIGHE & BOND, INC.**



*James B. Russell* 8-16-2021

James B. Russell, P.E.  
Vice President

- Attachments  
Tables  
Figures  
Photographs

J:\J\5025 Jamestown RI\001 East Ferry Marina Crane Evaluation\REPORTS\Steel Curb Hat Letter Report.docx



**Tables**

**Table 1**  
**Summary of Cracking in Concrete Curb**

| North Side of Pier |                      |                     | South Side of Pier |                      |                     |
|--------------------|----------------------|---------------------|--------------------|----------------------|---------------------|
| Crack #            | WT Section Reference | Distance to WT (in) | Crack #            | WT Section Reference | Distance to WT (in) |
| 1                  | 9                    | 59                  | 23                 | 23                   | 45                  |
| 2                  | 10                   | 44                  | 24                 | 24                   | 64                  |
| 3                  | 10                   | 0                   | 25                 | 25                   | 62                  |
| 4                  | 11                   | 58                  | 26                 | 26                   | 110                 |
| 5                  | 11                   | 33                  | 27                 | 26                   | 27                  |
| 6                  | 11                   | 12                  | 28                 | 27                   | 66                  |
| 7                  | 12                   | 103                 | 29                 | 27                   | 28                  |
| 8                  | 12                   | 43                  | 30                 | 28                   | 85                  |
| 9                  | 12                   | 0                   | 31                 | 28                   | 47                  |
| 10                 | 13                   | 8                   | 32                 | 29                   | 46                  |
| 11                 | 14                   | 81                  | 33                 | 30                   | 43                  |
| 12                 | 14                   | 33                  | 34                 | 30                   | 0                   |
| 13                 | 14                   | -2                  | 35                 | 31                   | 81                  |
| 14                 | 15                   | 74                  | 36                 | 31                   | 51                  |
| 15                 | 15                   | 17                  | 37                 | 31                   | 0                   |
| 16                 | 16                   | 56                  | 38                 | 32                   | 96                  |
| 17                 | 16                   | 32                  | 39                 | 32                   | 56                  |
| 18                 | 16                   | 8                   | 40                 | 32                   | 0                   |
| 19                 | 17                   | 108                 | 41                 | 33                   | 86                  |
| 20                 | 17                   | 73                  | 42                 | 33                   | 2                   |
| 21                 | 17                   | 32                  | 43                 | 34                   | 73                  |
| 22                 | 17                   | 1                   | 44                 | 34                   | 42                  |
|                    |                      |                     | 45                 | 34                   | 4                   |
|                    |                      |                     | 46                 | 35                   | 96                  |
|                    |                      |                     | 47                 | 35                   | 44                  |
|                    |                      |                     | 48                 | 36                   | 56                  |
|                    |                      |                     | 49                 | 36                   | 34                  |
|                    |                      |                     | 50                 | 37                   | 104                 |
|                    |                      |                     | 51                 | 37                   | 74                  |

**Note:**

1. The "Distance to WT" is taken from the crack to the nearest WT Section on the west side of the crack.

**Table 2**  
**Summary of WT Section Flange Measurements**

| WT Section # | Distance of Measurement<br>Below Bottom of Concrete<br>Curb (in) | Measured<br>Flange Width<br>(in) | Measured Flange<br>Thickness (in) |           |
|--------------|--|----------------------------------|-----------------------------------|-----------|
|              |  |                                  | Right Side                        | Left Side |
| 9            | 40   | 12-3/4                           | 3/4                               | 3/4       |
| 11           | 36.5   | 12-3/4                           | 13/16                             | 13/16     |
| 14           | 36   | 12-3/4                           | 3/4                               | 3/4       |
| 17           | 42   | 12-3/4                           | 3/4                               | 3/4       |
| 17           | 65   | -                                | -                                 | 5/8       |
| 20           | 37   | 12-5/8                           | 3/4                               | 3/4       |
| 25           | 40   | 12-3/4                           | 3/4                               | -         |
| 25           | 46   | -                                | -                                 | 13/16     |
| 27           | 44   | 12-3/4                           | 3/4                               | 5/8       |
| 30           | 42   | 12-3/4                           | 3/4                               | 11/16     |
| 33           | 42   | 12-3/4                           | 3/4                               | 3/4       |
| 36           | 43   | 12-3/4                           | 3/4                               | 3/4       |

**Notes:**

1. The original flange thickness of a WT12x52 was assumed to be 0.75" per the AISC Steel Construction Manual, 14th Edition.
2. The original flange width of a WT12x52 was assumed to be 12.8" per the AISC Steel Construction Manual, 14th Edition.

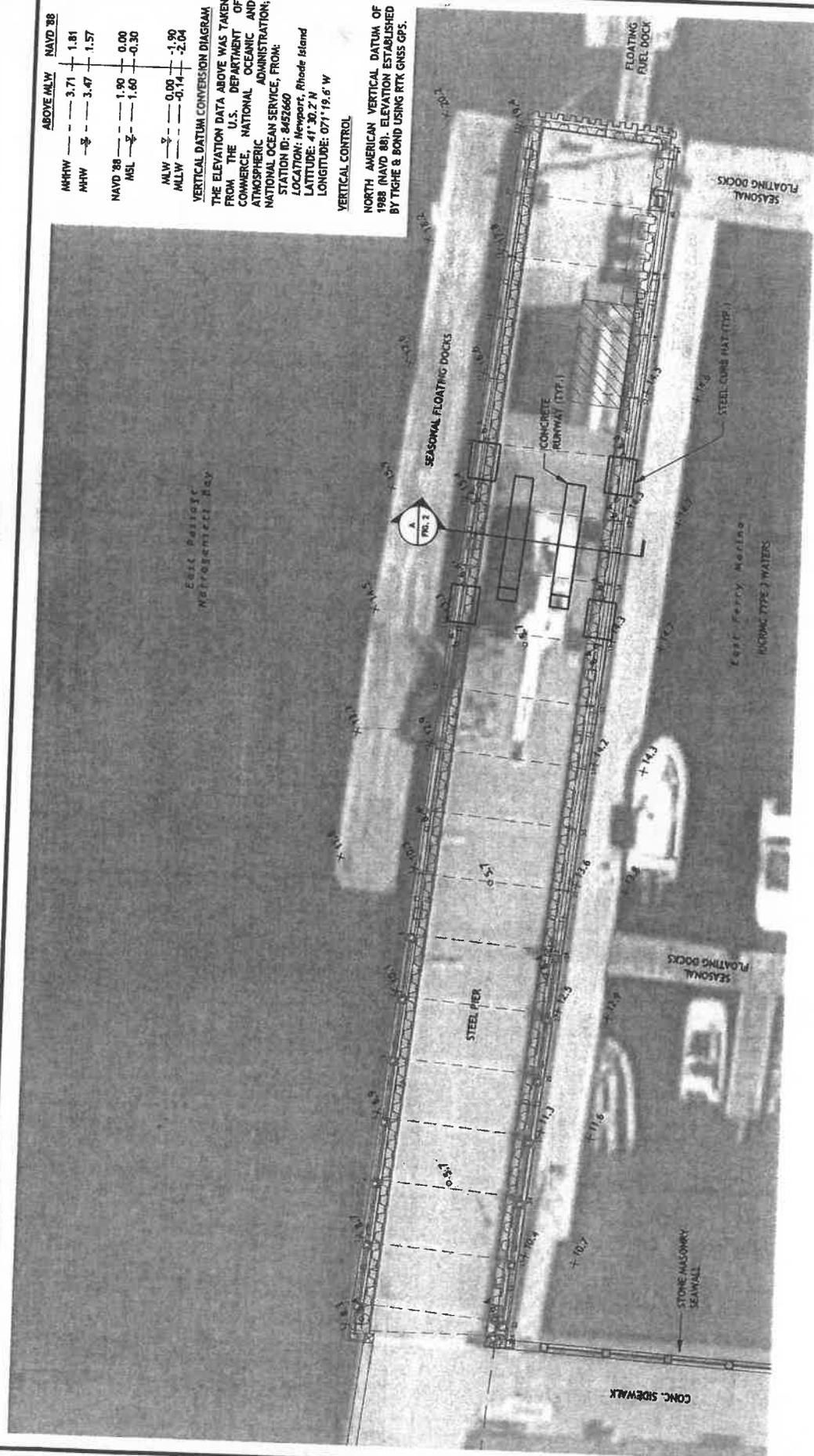
**Figures**

|         | ABOVE MLLW | NAVD 88 |
|---------|------------|---------|
| MHHW    | 3.71       | 1.81    |
| MHW     | 3.47       | 1.57    |
| NAVD 88 | 1.90       | 0.00    |
| MSL     | 1.60       | -0.30   |
| MLW     | 0.00       | -1.90   |
| MLLW    | -0.14      | -2.04   |

**VERTICAL DATUM CONVERSION DIAGRAM**  
 THE ELEVATION DATA ABOVE WAS TAKEN FROM THE U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION; NATIONAL OCEAN SERVICE, FROM:  
 STATION ID: 8432660  
 LOCATION: Newport, Rhode Island  
 LATITUDE: 41°30.2' N  
 LONGITUDE: 071°19.6' W

**VERTICAL CONTROL**

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88): ELEVATION ESTABLISHED BY TIGHE & BOND USING RTK GNSS GPS.



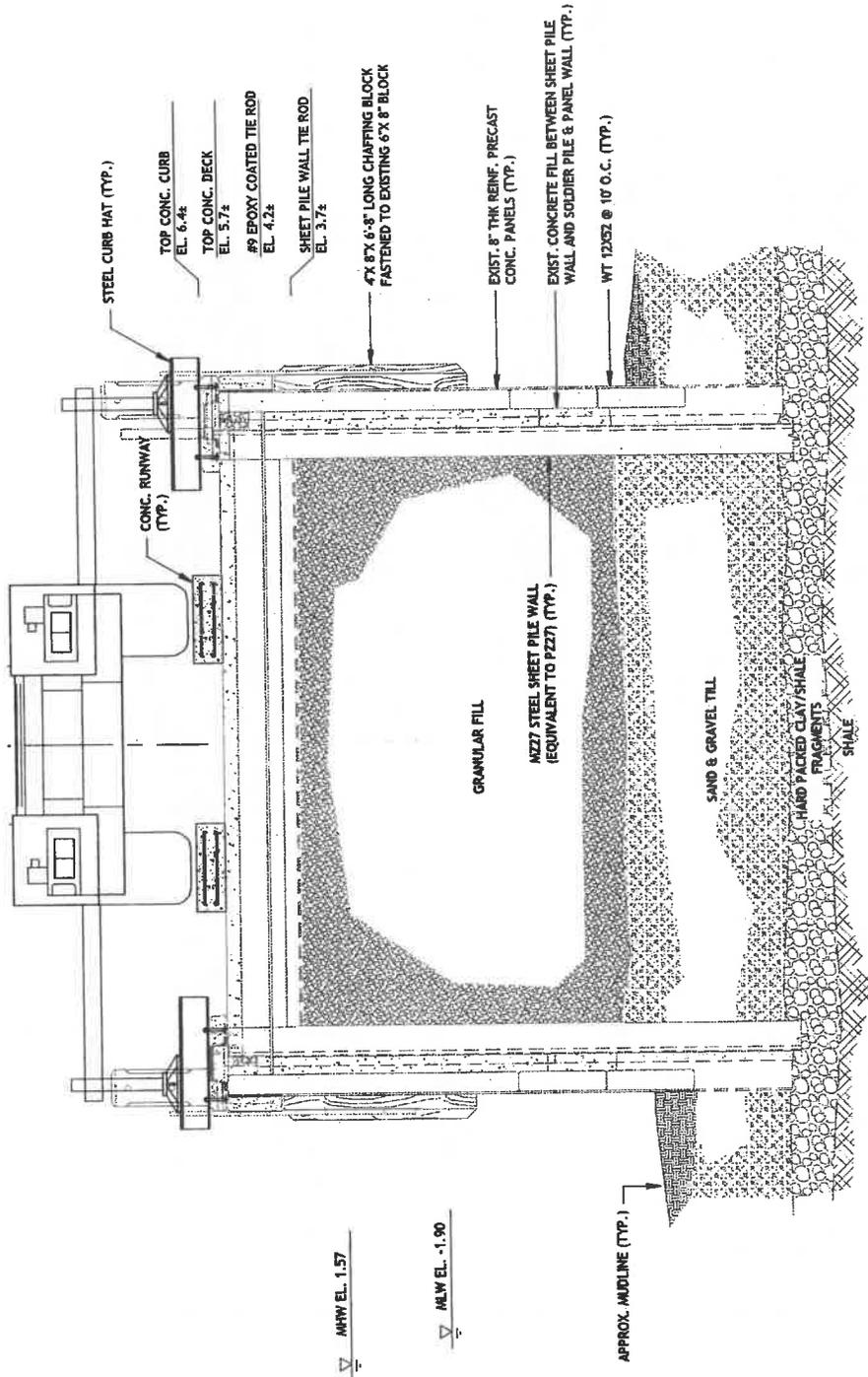
- LEGEND:**
- MUDLINE SOUNDING (FEET FROM TOP OF CURB) OBTAINED BY T&B ON JULY 20, 2021
  - ELEVATION (FT, NAVD88) OF TOP OF CURB/DECK
  - WT SECTION NUMBER

**NOTE:**  
 1. THE AERIAL PHOTOGRAPH SHOWN WAS OBTAINED FROM GOOGLE MAPS AND IS DATED AUGUST, 2021.

**Tighe & Bond**  
 70 Romanesque Village West, Ste. 134  
 Westport, Connecticut 06892  
 (860) 438-3100

**STEEL CURB HATS**  
**STEEL PIER**  
 East Ferry Marine  
 CONNECTICUT MARINE SERVICES  
 Jamestown, Rhode Island

**FIGURE 1**  
**PIER PLAN**



TYPICAL SECTION A  
SCALE: 1/4"=1'-0"  
FIG. 2

SHEET 2 of 4  
DATE AUG. 2021  
PROJ No. 19-5025-001

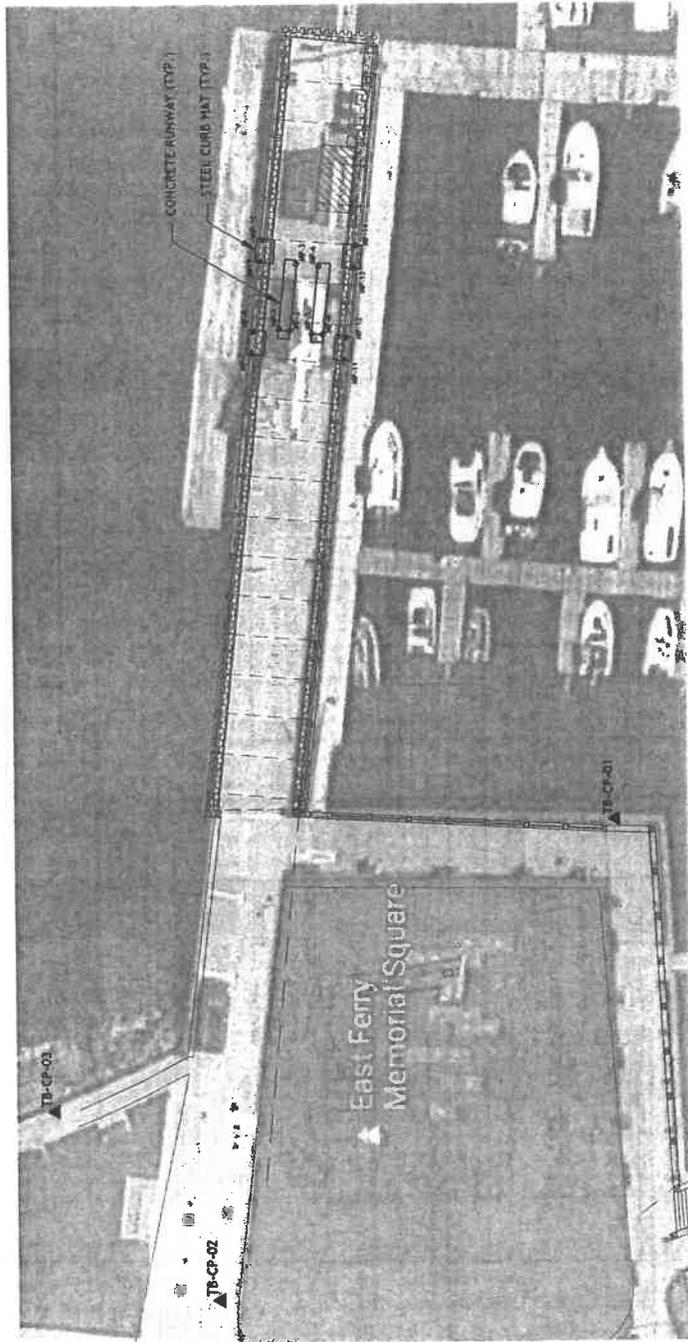
FIGURE 2  
TYPICAL PIER SECTION

STEEL CURB HATS  
STEEL PIER  
East Ferry Marina  
CONAN/CUT MARINE SERVICES  
Jameson, Rhode Island



**Tighte&Bond**  
70 Torrance Vineyard Way, Ste 134  
Narragansett, RI 02882  
(401) 438-8100





**SUMMARY OF SURVEY MONITORING POINTS**

| MONITORING POINT | DESCRIPTION | NORTHING (FT, NAD83) | EASTING (FT, NAD83) | ELEVATION (FT, NAVD88) |
|------------------|-------------|----------------------|---------------------|------------------------|
| MP-1             | DRILL HOLE  | 150558.4407          | 364790.4966         | 6.679                  |
| MP-2             | DRILL HOLE  | 150555.6427          | 364790.1998         | 6.700                  |
| MP-3             | DRILL HOLE  | 150553.8631          | 364806.9311         | 6.611                  |
| MP-4             | DRILL HOLE  | 150547.3422          | 364789.1837         | 6.770                  |
| MP-5             | DRILL HOLE  | 150550.0962          | 364789.4180         | 6.690                  |
| MP-6             | DRILL HOLE  | 150546.3288          | 364806.2381         | 6.600                  |
| MP-7             | PUNCH MARK  | 150565.3666          | 364784.5724         | 7.456                  |
| MP-8             | PUNCH MARK  | 150564.7908          | 364790.0177         | 7.463                  |
| MP-9             | PUNCH MARK  | 150562.9277          | 364807.6459         | 7.479                  |
| MP-10            | PUNCH MARK  | 150562.1465          | 364813.0548         | 7.472                  |
| MP-11            | PUNCH MARK  | 150541.9588          | 364782.8140         | 7.475                  |
| MP-12            | PUNCH MARK  | 150541.4506          | 364788.3483         | 7.484                  |
| MP-13            | PUNCH MARK  | 150539.4541          | 364805.9170         | 7.502                  |
| MP-14            | PUNCH MARK  | 150538.8876          | 364811.4422         | 7.492                  |

**LEGEND:**

- MP-1 SURVEY MONITORING POINT SET BY T&B ON JULY 30, 2021
- TP-CP-01 SURVEY CONTROL POINT SET BY T&B ON JULY 20, 2021



**TP-CP-01**  
 DESCRIPTION: DRILL HOLE IN EXISTING CURB  
 NORTHING: 150474.1387  
 EASTING: 364686.8115  
 ELEVATION: 7.151



**TP-CP-02**  
 DESCRIPTION: PUNCH MARK IN SEWER RIM  
 NORTHING: 150575.1063  
 EASTING: 364546.2944  
 ELEVATION: 6.589



**TP-CP-03**  
 DESCRIPTION: DRILL HOLE AT SCUPPER IN SEAWALL  
 NORTHING: 150616.8396  
 EASTING: 364693.9619  
 ELEVATION: 7.289



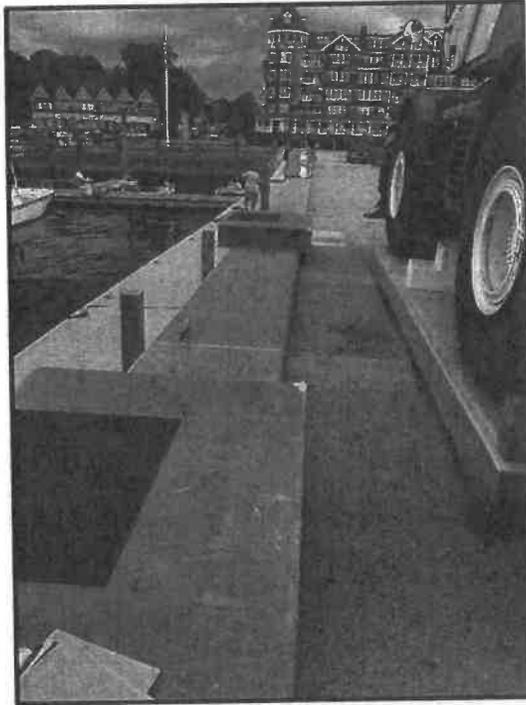
**Tighe & Bond**  
 70 Romano Vineyard Way, Ste 134  
 Jamestown, RI 02832  
 (401) 439-3300

**STEEL CURB HATS**  
**STEEL PIER**  
 East Ferry Marina  
 CHANICUT MARINE SERVICES  
 Jamestown, Rhode Island

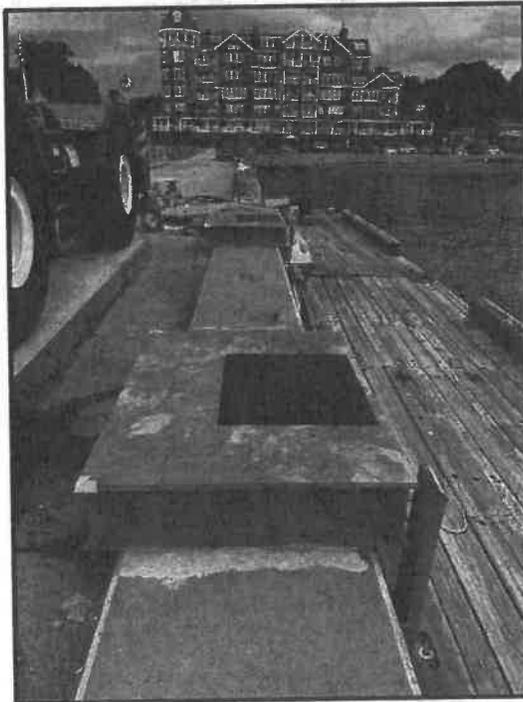
**FIGURE 4**  
**SURVEY CONTROL POINT PLAN**

SHEET 4 of 4  
 DATE AUG. 2021  
 PROJ No. 19-5025-001

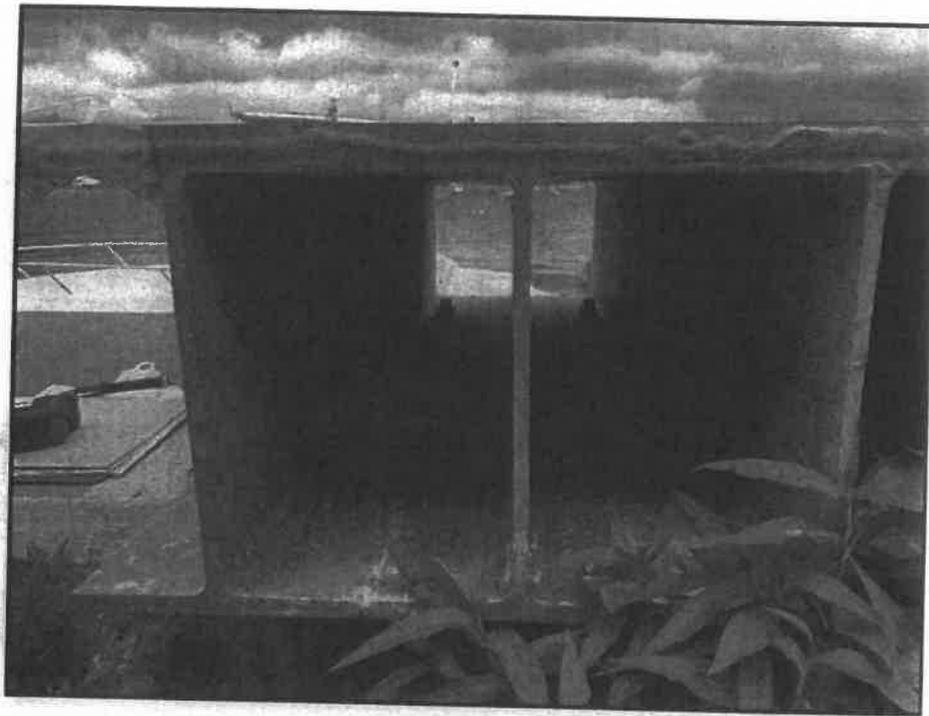
**Photographs**



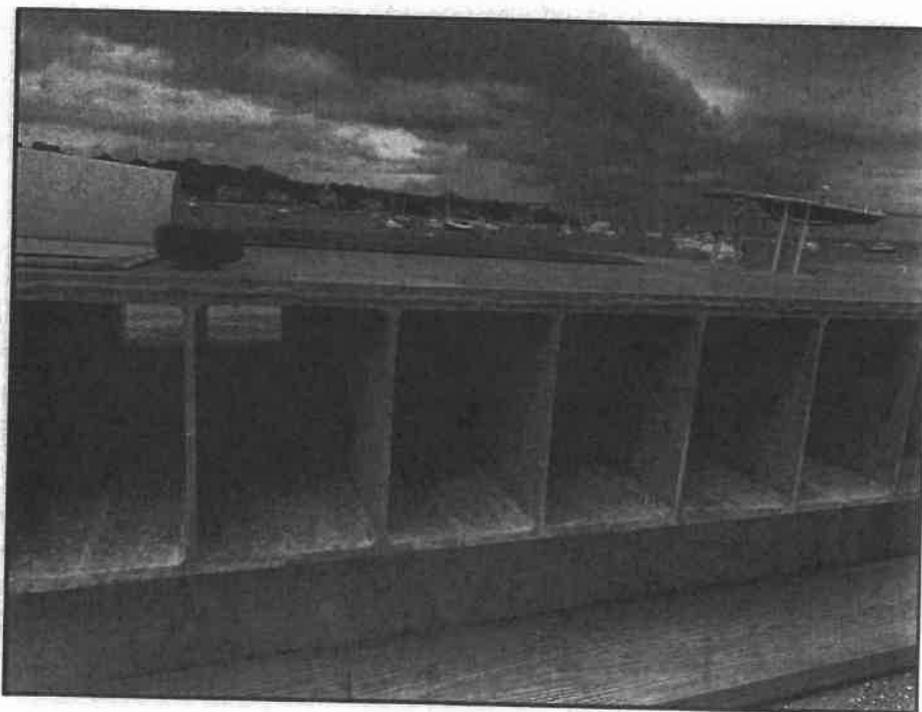
**Photo No. 1:**  
Steel Curb Hats, south side, facing west,  
photo taken on July 1, 2021.



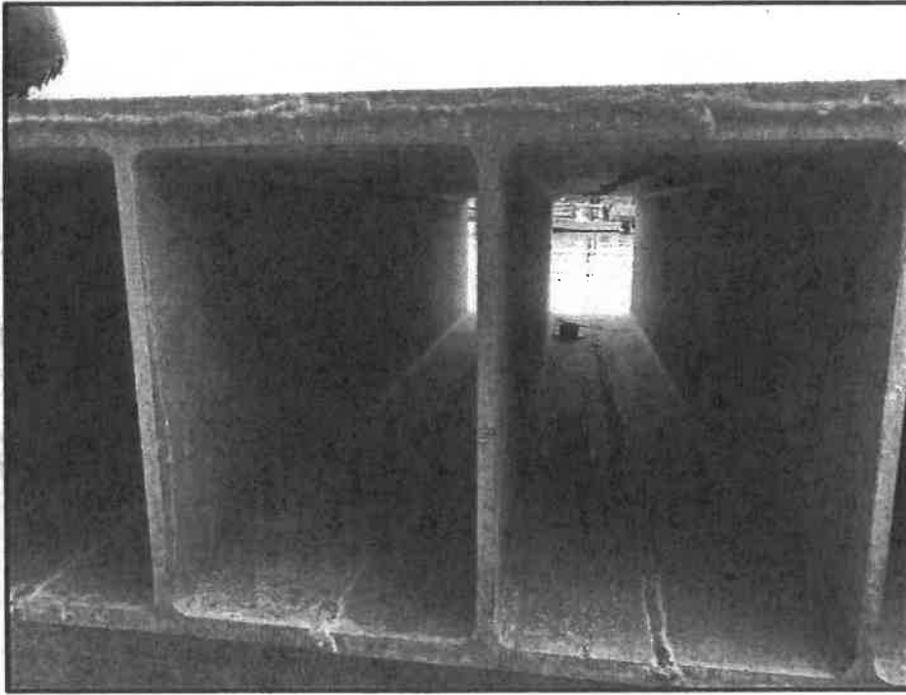
**Photo No. 2:**  
Steel Curb Hats, north side, facing west,  
photo taken on July 1, 2021.



**Photo No. 3:**  
Steel Curb Hat, north side, facing north,  
photo taken on July 1, 2021.



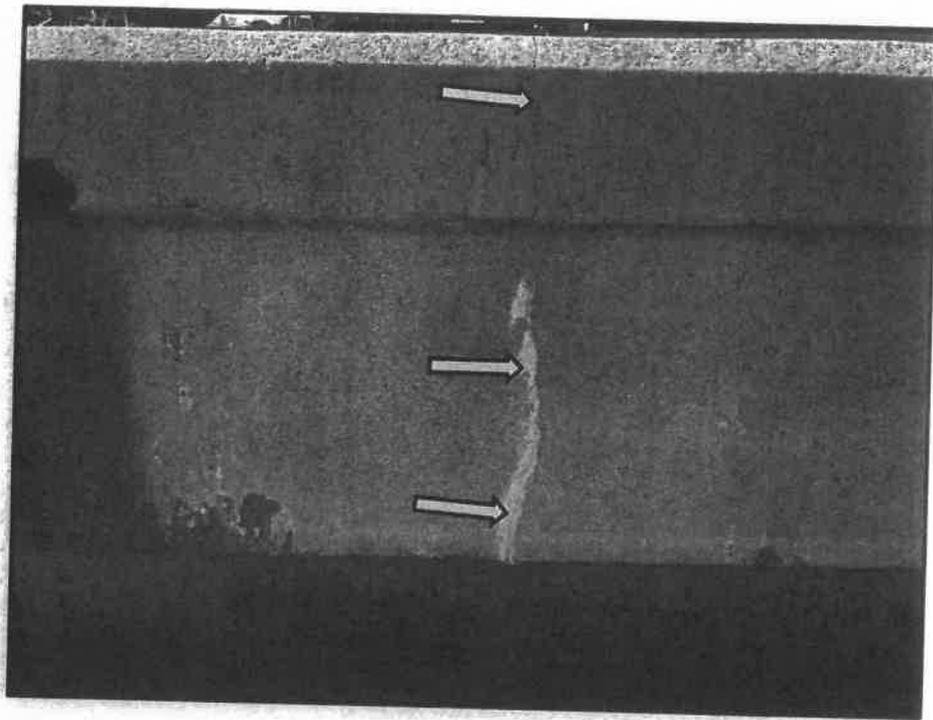
**Photo No. 4:**  
Steel Curb Hat, north side, facing north,  
photo taken on July 1, 2021.



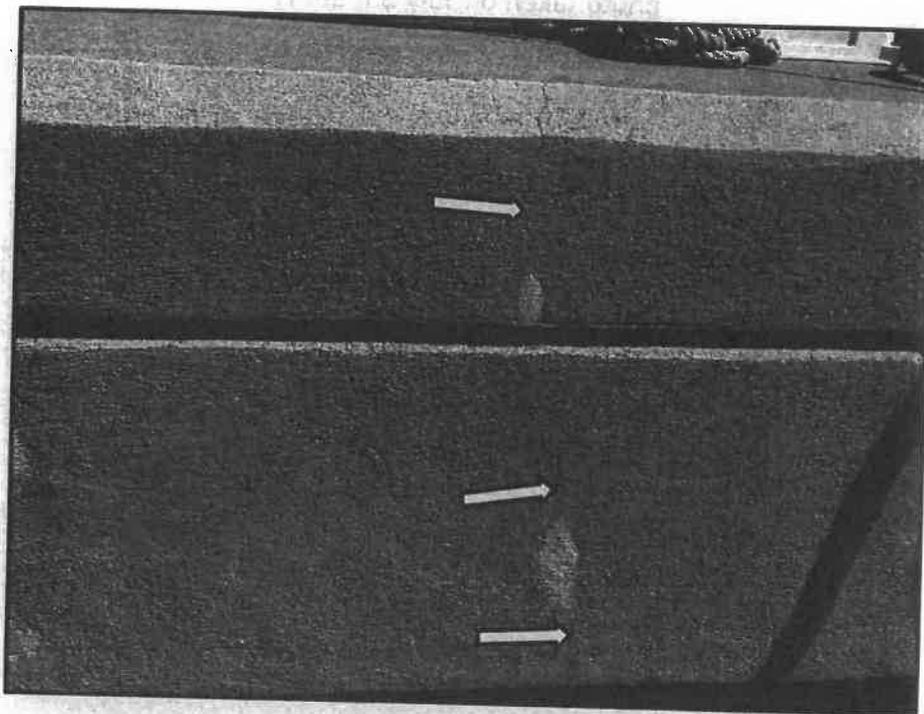
**Photo No. 5:**  
Steel Curb Hat and anchor bolts, north side, facing north,  
photo taken on July 1, 2021.



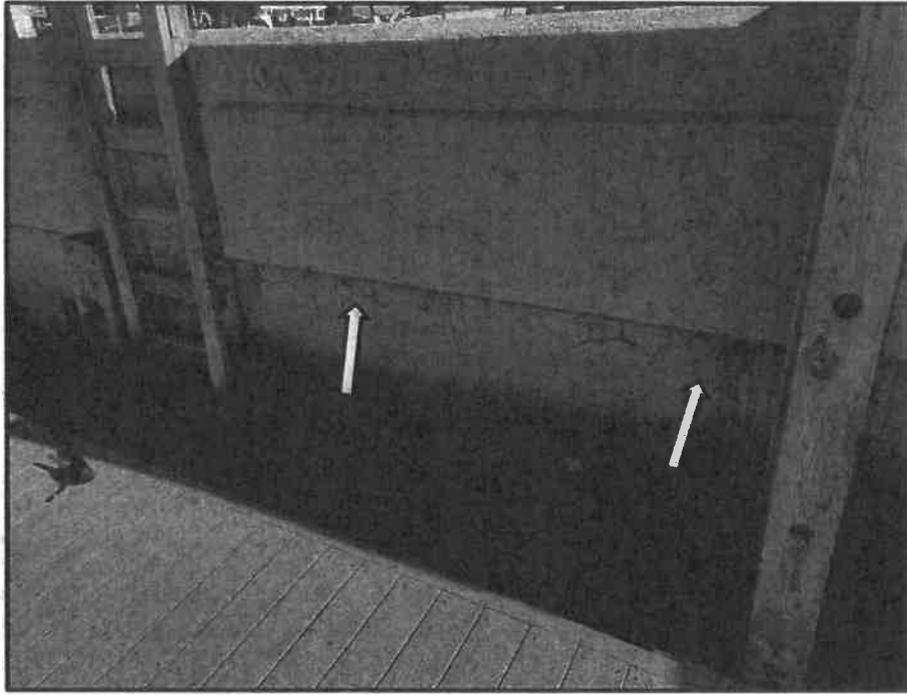
**Photo No. 6:**  
Steel Curb Hat and anchor bolts, north side, facing north,  
photo taken on July 1, 2021.



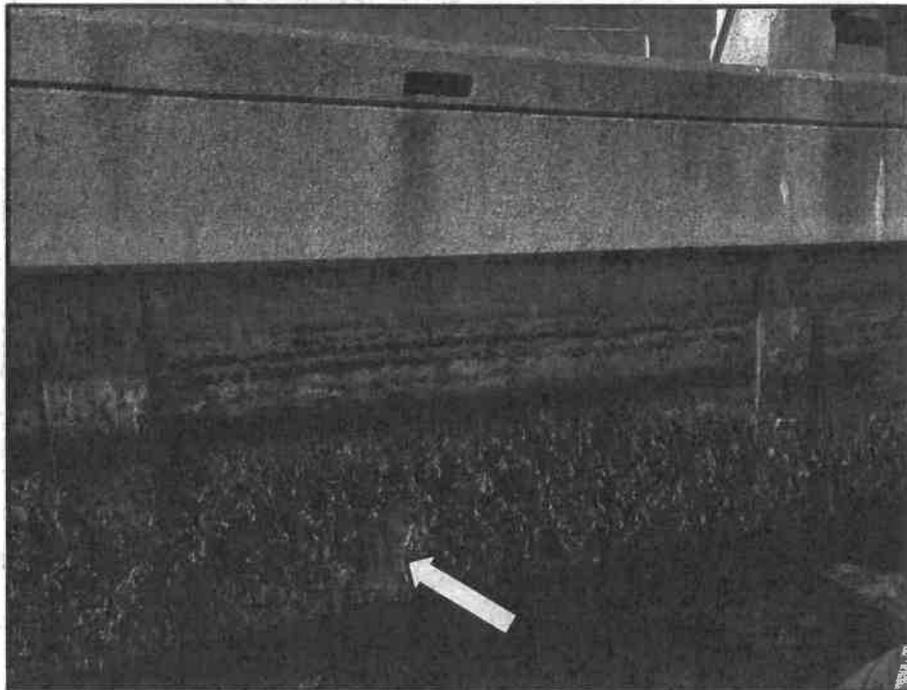
**Photo No. 7:**  
Hairline Crack in Concrete Curb, south side, facing north,  
photo taken on July 30, 2021.



**Photo No. 8:**  
Hairline Crack in Concrete Curb, south side, facing north,  
photo taken on July 30, 2021.



**Photo No. 9:**  
Spider Cracking in Pre-cast Panel, south side, facing north,  
photo taken on July 30, 2021.



**Photo No. 10:**  
Pre-cast Concrete Panel, WT Sections, and Curb, north side, facing south,  
photo taken on July 30, 2021. Note the marine growth removed in lower left-hand quadrant  
of the panel, concrete appeared to be in good condition.

**Exhibit B**

**Town of Jamestown Lease Assignment with TPG  
Conanicut Marine Services Inc.**

**December 30, 2021**

**MORNEAU & MURPHY**  
**ATTORNEYS AT LAW**

JOHN AUSTIN MURPHY *of counsel*  
JOHN B. MURPHY

EMILY J. MURPHY PRIOR\*  
CHRISTIAN S. INFANTOLINO\*\*

NEALE D. MURPHY  
1904-2003

RICHARD N. MORNEAU  
1949-2018

Town Council  
c/o Jamie Hainswirth  
93 Narragansett Ave  
Jamestown, RI 02835

November 19, 2021

***RE: Assumption of Lease: Conanicut Marine Services Inc.***

Dear Town Council,

I am writing today because pursuant to the terms of the lease Town Council approval is necessary to have the above-mentioned lease assumed by a new owner. Please accept this letter as my formal request to initiate the approval process for this lease agreement to be transferred.

Very Truly Yours,



Christian S. Infantolino, Esq.

77 NARRAGANSETT AVENUE  
JAMESTOWN, RI 02835-1149  
(401) 423-0400 TELEPHONE  
(401) 423-7059 FACSIMILE

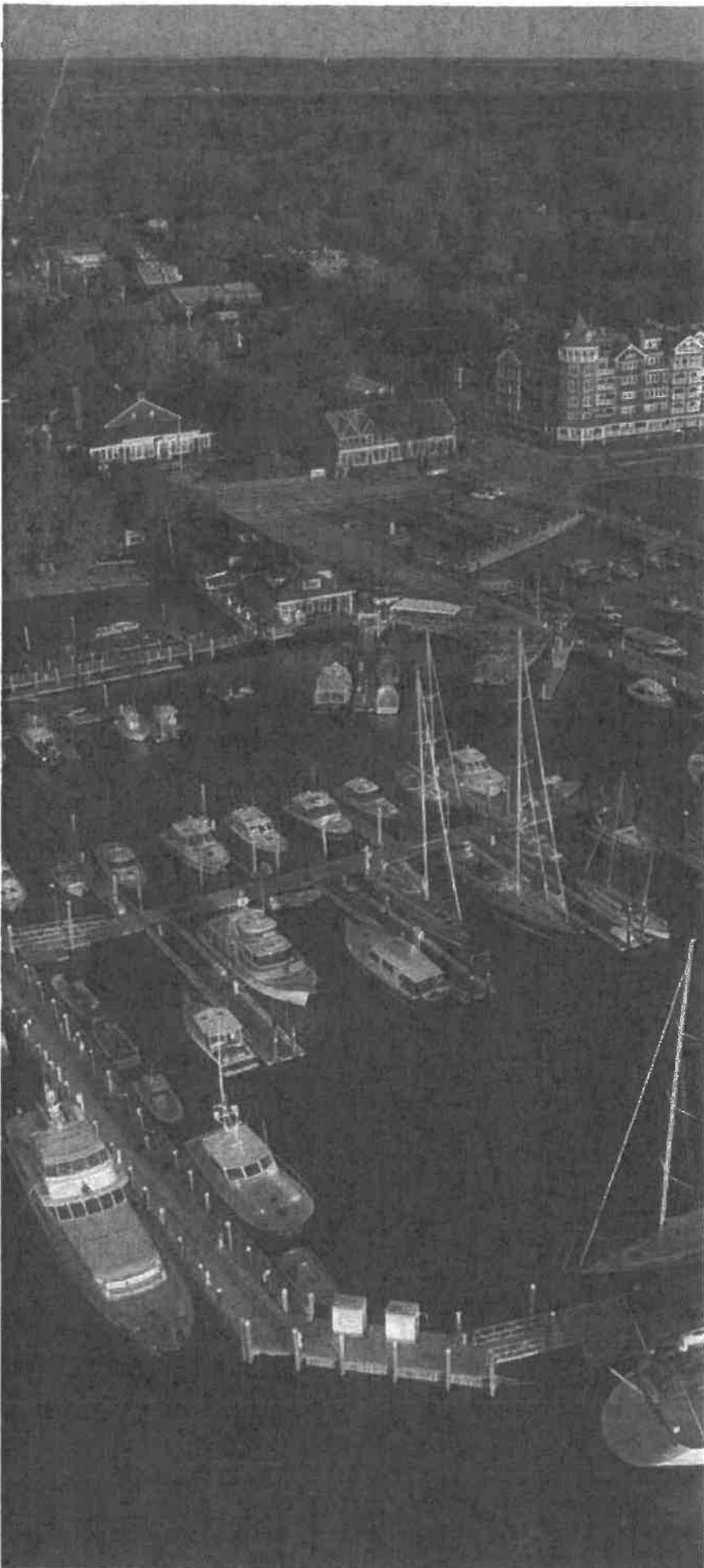
38 NORTH COURT STREET  
PROVIDENCE, RI 02903-1217  
(401) 453-0500 TELEPHONE  
(401) 453-0505 FACSIMILE

\*ALSO ADMITTED IN CONNECTICUT  
\*\*ALSO ADMITTED IN MASSACHUSETTS

**Exhibit C**

**Town of Jamestown Lease Assignment with TPG  
Conanicut Marine Services Inc.**

**December 30, 2021**



Prepared for:

Mr. Jamie A. Hainsworth  
Town Administrator  
Town of Jamestown  
Jamestown Town Hall  
93 Narragansett Ave  
Jamestown, RI 02835

Request for Assignment of the  
Lease Agreement between  
The Town of Jamestown and  
Conanicut Marine Services,  
Inc. dated October 16, 2016 to  
TPG Marinas Conanicut, LLC

Submitted by:

CONANICUT  
MARINA  


TPG Marinas Conanicut, LLC

Operated by:

TPG  
HOTELS | RESORTS | MARINAS

**1. COVER LETTER**

**2. EXECUTIVE SUMMARY & BUSINESS PLAN**

**3. LEASE TRANSFER PROPOSAL**

**4. ABOUT THE APPLICANT**

**1. About TPG Hotels, Resorts & Marinas**

**2. Executive Leadership and Marina Management Team**

**3. Historical Operating Experience**

**4. References**

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December 10, 2021

Jamie A. Hainsworth  
Town Administrator  
Town of Jamestown  
93 Narragansett Avenue  
Jamestown, RI 02835

RE: Lease Agreement between The Town of Jamestown and Conanicut Marine Services, Inc. dated October 16, 2016

Dear Mr. Hainsworth,

In accordance with our previous discussions, enclosed herewith please find our formal request that the Town of Jamestown approve an assignment of the Lease dated October 13, 2016, between the Town of Jamestown and Conanicut Marine Services, Inc. to TPG Marinas Conanicut, LLC. The Premises included in this Lease are defined as Plat 9, Lots 355 and 356 located at an area in the center of Jamestown known as East Ferry, including certain piers, fixtures, and improvements located thereon (the "Demised Premises").

We are requesting that approval of this Assignment of Lease be included on the Agenda of the Town Council Meeting scheduled for December 20, 2021.

TPG Marinas Conanicut, LLC is under contract to purchase the real estate and assets of Conanicut Marine Services, Inc. (excluding the Jamestown-Newport Ferry Service and Retail Store located at 20 Narragansett Avenue, Jamestown, RI) and there is a desire between buyer and seller to close prior to the end of December 2021.

Please advise if you have any questions or comments regarding the attached information, our intended use and operation of the Leased Premises or about our company in general that would be helpful for you to have prior to the Town Council meeting on the 20th.

Thank you for your consideration of our request. I am happy to meet at your convenience to review this information prior to the Town Council meeting if that would be helpful to you.

Sincerely,

William Walker  
Vice President, Asset Management  
TPG Hotels, Resorts & Marinas  
1140 Reservoir Avenue  
Cranston, RI 02920  
401-646-4600 office  
401-954-7429 cell  
[wwalker@procaccianti.com](mailto:wwalker@procaccianti.com)

# Executive Summary & Business Plan

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TPG Marinas Conanicut, LLC ("TPG") is under contract to purchase the real estate and assets of Conanicut Marine Services, Inc. ("CMS"), excluding the Jamestown-Newport Ferry Service and Retail Store located at 20 Narragansett Avenue, Jamestown, RI. Specifically included in the sale:

- The right, title and interest of CMS in the Town Lease (North Basin) which is the subject of this request.
- Two condominium units known as 1 Ferry Wharf, Lot 791 E and 3 East Ferry Wharf, Lot 791-D (collectively, the "Condominium Units"), These units include the Dockmaster office, Ferry Ticket Sales, boater restrooms and showers and a restaurant space most recently used for an Ice Cream shop.
- The approximately 4,950 linear feet of marina dockage operated by CMS
- Land on Conanicut Avenue known as Lot 354
- CMS's right, right, title and interest in the mooring fields operated by CMS, which include 150 moorings
- The Taylor Point Boatyard land utilized for the storage and service of boats

The above assets in total are commonly referred to as the Conanicut Marina and the Taylor Point Boatyard. The Town Lease is an integral part of this business.

TPG Marinas Conanicut, LLC is requesting that the Town of Jamestown approve the assignment of the Lease dated October 13, 2016, between the Town of Jamestown and Conanicut Marine Services, Inc. to TPG Marinas Conanicut, LLC. The Premises included in this Lease are defined as Plat 9, Lots 355 and 356 located at an area in the center of Jamestown known as East Ferry, including certain piers, fixtures, and improvements located thereon (the "Demised Premises").

TPG plans to manage the Town Lease with the same high levels of quality operations, customer service and community engagement as CMS has for many years. We are anxious to work with the Town to maintain and improve the boating experience at Conanicut Marina and for the residents of the Town of Jamestown.

# Executive Summary & Business Plan

---



Community relationships are very important to us and we intend to honor, and build on, the rich history and partnership with the Town of Jamestown that CMS has developed over many years. A few examples of this are:

- TPG will continue to transport, set up and provide the crane & basket to help decorate the Town Christmas Tree at no charge
- TPG will continue to assist with the annual Santa visitation
- TPG will continue to support Events on Veteran's Square and in the East Ferry area
- TPG will continue to supply storage space at Taylor Point Boatyard for the Fire Departments Hazardous Materials trailer at no expense to the Fire Department
- TPG will work with the Town and local stakeholders to provide opportunities to the residents of Jamestown who may or may not be boaters to learn about boating and to better understand the strong contribution that local marinas and boatyards make to the local economy.

Some ideas include:

- Offering short segment marine related courses to local residents on introduction to boating, navigation, boat handling, weather patterns, etc.
  - Partnering with the school system to offer after school demonstrations for students interested in either marina management, boat and engine mechanics, electronics, etc.
  - Hosting a waterfront event day which would allow residents access to the waterfront and an opportunity to get out on the water for a ride in a sailboat or powerboat
  - Working with the Town and other local marinas and marine related businesses to sponsor an economic impact study to demonstrate the contribution (both economic and lifestyle) that Jamestown boatyards and marinas make to the Town of Jamestown
  - Of course, based on feedback from the Town and community we can tailor these opportunities to what will ultimately best serve the Town
- Contribution to Improvement of the Public Access Area to the Ferry Service located on the Town land.
    - TPG proposes to donate \$25,000 to be utilized in conjunction with DOT grant funds controlled by CMS for improvement of public access landing spaces. CMS and the Town have been in discussions regarding a partnership to repair the gravel area adjacent to the Ferry service and adding an open gazebo type structure for Ferry patron waiting and a general seating area for the public to enjoy views of the waterfront.

# Lease Transfer Proposal



## Business Plan/Lease Administration

TPG intends to manage the Leased Premises in full conformance with the terms of the Lease and in substantially the same manner that CMS has managed the property. The Leased Premises will be operated as one with the adjacent South Basin docks, mooring field, Dockmaster office and boater bathrooms and showers to provide a cohesive experience for the seasonal and transient boaters that utilize both facilities. Our goal is to seamlessly transition management and operations from CMS to TPG. To this end:

- TPG will continue to utilize the name Conanicut Marina
- TPG will be hiring all of the CMS employees engaged in management of the marina operations, including those engaged at the Conanicut Marina, Taylor Point Boat Yard, office operations and hauling and rigging. Of note, Steve Munger (Dockmaster with 20+ years experience) and Graham Jamison (Assistant Dockmaster with 10 years experience) will be joining TPG and ensuring that marina operations continue in the same manner as in the past. Additionally, we will be adding Jason Dalli, Director of Marina Operations (resume attached), a TPG employee with over 25 years of marina operations experience to the staff.
- TPG will also maintain a consulting relationship with William Munger, founder and CEO of CMS, for several months following the sale of the Marina to assist with a seamless transition
- TPG will provide a 24hour, 7 day per week contact person to the Town, Fire Department and Police Department in the event of an emergency
- TPG will encourage and support existing and new employees to participate in training opportunities and pursue industry appropriate designations. We are very excited to support Assistant Dockmaster, Graham Jameson, in obtaining his Certified Marine Manager designation.
- TPG will seek an assignment, and/or apply for a new permit if required, of the US Army Corp permit for the 150 offshore moorings located on both the north side of the Lease Premises and the south side of the CMS owned marina
- TPG will continue to make available 50 parking spaces as required by zoning and approved by a Special Permit from the Town at the Taylor Point Boatyard for Marina patrons. As CMS will continue to operate the Ferry business, CMS and TPG will share in the cost of operating the shuttle service that CMS provides.
- TPG will be continuing use of the Dockwa boater reservation system and app use by CMS and familiar to existing boat customers
- TPG will be continue use of the Dockmaster back-end accounting and marine management operating system used by CMS and familiar to both customers and vendors
- TPG will maintain memberships and participate in the local Chamber of Commerce and trade groups such as the RI Marine Trade Association

# Lease Transfer Proposal

---



## Business Plan/Lease Administration

### Key Lease Provisions

As stated, TPG will fully comply with all terms of the Lease, including:

- Providing dock space for Harbor Master and Fire Department boats at no cost to the Town
- Maintain, haul, inspect and store Town floating docks at Lessees expense in accordance with Lease terms
- Ensure continued public access to the both the Steel Pile Pier and Wood Pile Pier
- Provide annual maintenance of the Wood and Steel Piers in accordance with Lease terms as well as annual reporting to the Town of repairs completed
- Comply with local ordinance Sec. 70-83. - Standing or parking on Steel Pier and Bulkhead
- Repair and maintain the in-ground fuel tanks as required
- Maintain and manage the Pump Out Station
- Maintain Insurances as required by the Lease
- Furnish a performance and payment bond in the amount of \$250,000 regarding the use of the in-ground fuel storage tanks and fuel pumping system
- Subletting – as mentioned, CMS will retain ownership and operations of the Ferry Service. TPG will be providing seasonal dockage for both the Ferry Katherine and Ferry Jamestown under a standard slip seasonal contract – this will not be a sub-lease. Additionally, TPG will provide space in the Dockmaster office (located in the condo space being purchased by TPG) for an office area for Ferry Ticket Sales.

# Lease Transfer Proposal

## Business Plan/Lease Administration (continued)

Additionally, relative to the CMS Proposed Improvements to the North Basin Facilities as outlined in the Lease:

- Relocate existing gangway & fuel dock 15 feet north within the existing perimeter. Currently the slip spacing between the existing 60 ft. slips is too narrow to accommodate today's beamier boats. The proposed relocation will enable 3 ft. or so more room in slip spacing.
  - This work is covered under an expired CRMC permit that was approved by the Jamestown Harbor Commission in May 2017 - CRMC permit number M2017-04-054. TPG will apply for a new permit in order to move this work forward.
- Construct 60 ft. of additional access to the two existing finger slips within the existing perimeter.
  - This work is covered under an expired CRMC permit that was approved by the Jamestown Harbor Commission in May 2017 - CRMC permit number M2017-04-054. TPG will apply for a new permit for this work and will further evaluate the necessity/desirability of this project.
- Install a 16 x 100 ft. wave attenuator to add much needed wave protection benefiting all of the boats located to the south including the Harbor Master and Fire boats. \* This work will require a modification to the marina perimeter.
  - TPG will further evaluate this project for consideration as a future project as it will require considerable new permitting, modification to the marina perimeter and unknown costs at this time.
- Construct removable gang way and floating docks to the south side of the timber pier to enable a more boat friendly docking environment for all boats. This would be within the existing perimeter.
  - This project is related to the operation of the Jamestown Ferry Service being retained by CMS and will be evaluated as required by CMS at a future date.

# About the Applicant

---



## About TPG Hotels, Resorts & Marinas

TPG Hotels, Resorts & Marinas is widely recognized as one of the nation's premier hospitality and marina management companies. For over four decades we have delivered exceptional experiences to our guests and above-market performance for our investment partners – that's how we've grown to become one of the largest hospitality management firms in the U.S.

Our national operating portfolio includes all the major global hotel brands like Marriott, Hilton, Hyatt, InterContinental, Starwood, Wyndham, Accor and others, as well as multiple iconic independent and boutique properties. TPG Hotels & Resorts' historical resume includes over 200 hotels with 33,000 guestrooms across 32 states coast-to-coast throughout the United States.

TPG is a highly sophisticated, vertically integrated management organization providing hospitality operational, development and renovation services to a wide variety of capital partners and ownership groups. Unlike most management companies, we view every project or management assignment through an owners lens, resulting in superior property performance and optimal value creation for our investment partners.

With over four decades of hospitality management behind us, we've learned how to do it right. We understand every facet of successful operations and we are extremely proud to attract and employ the most experienced and passionate professionals in the industry.

Additionally, TPG Hotels, Resorts & Marinas benefits from its parent organization, Procaccianti Companies, which is one of the largest private real estate and management firms in the United States. The aggregate resume of Procaccianti Companies and its affiliates includes:

### **Approaching 1,000 Marina Slips and Moorings**

**200 Hotels Owned and/or Managed | 33 States Coast to Coast**

**250+ Owned, Operated or Leased Food and Beverage Outlets**

**15M+ Square Feet of Commercial and Industrial Development Rights**

**1,500+ Acres of Land Acquisitions and Development Across All Sectors**

**5,000+ Residential Units (Single and Multifamily Units)**

**Nearly 400 Loans Originated or Acquired**

# About the Applicant

## About TPG Hotels, Resorts & Marinas *(continued)*

The firm deploys a vertically integrated platform of operating companies and affiliates with construction management, property management, purchasing, parking management and asset management services all in-house which is a major competitive advantage that elevates our firm in all aspects of service and performance within the alternatives space.

These companies and affiliates include the following:

### TPG HOTELS & RESORTS

Approved operator of all major hotel brands, TPG Hotels & Resorts is a top management firm with more than 170 hotels and over 32,000 guestrooms to its resume.

[TPGhotelsandresorts.com](http://TPGhotelsandresorts.com)

### TPG dev con

A full-service development and construction management firm with over \$3 billion in new construction, renovations, adaptive re-use and repositionings to its credit

[TPGdevcon.com](http://TPGdevcon.com)

### TPG MARINAS

TPG Marinas is a full service marina management company offering the most advanced tech-enabled services and user booking engines combined with robust back-end solutions.

[TPGMarinas.com](http://TPGMarinas.com)

### EMCAP Lending

Private corporate credit instruments deployed across distinct lending channels: hotel financing and non-owner occupied investment real estate

[EMCAPlending.com](http://EMCAPlending.com)

### Trusthill REAL ESTATE

Trusthill Real Estate is a full-service, fully-licensed, residential and commercial real estate relocation and brokerage firm

[TrusthillRealEstate.com](http://TrusthillRealEstate.com)

### 365 PARKING

A full-service parking management company serving the hospitality, event mgmt., surface and structured parking markets offering valet, self-parking, bellman and concierge services.

[365-Parking.com](http://365-Parking.com)

### PROVATA

Provata Asset Management provides brand-agnostic hospitality asset management solutions to hotel owners and third party management firms

Contact us for more information

### Canton Hathaway

Canton Hathaway is a boutique SEC Registered Investment Advisor built to manage generational wealth and provide this service to a select, like-minded families.

[CantonHathaway.com](http://CantonHathaway.com)

### neon marketplace

Neon Marketplace is the firm's proprietary brand of Retail and Convenience centers offering fresh-made food, gourmet coffee and premium fuels in modern guest-centric environment.

[NeonMkts.com](http://NeonMkts.com)

# About the Applicant

## About TPG Hotels, Resorts & Marinas (continued)

The firm boasts a deeply experienced and tenured leadership team.

### **EXECUTIVE COMMITTEE, PRINCIPALS**

| <u>NAME</u>               | <u>TITLE</u>                          | <u>EXPERIENCE</u> | <u>YEARS WITH FIRM</u> |
|---------------------------|---------------------------------------|-------------------|------------------------|
| James A. Procaccianti     | President, CEO, Principal             | 45                | 45                     |
| Elizabeth A. Procaccianti | Chief Operations Officer, Principal   | 37                | 35                     |
| Gregory D. Vickowski      | Chief Financial Officer, Principal    | 35                | 32                     |
| Robert Leven              | Chief Investment Officer, Principal   | 25                | 20                     |
| Mark Bacon                | Chief Construction Officer, Principal | 37                | 37                     |
|                           | Average                               | 36 yrs            | 34 yrs                 |

### **SENIOR LEADERSHIP AND MANAGEMENT TEAM**

|                    |   |        |        |
|--------------------|---|--------|--------|
| Robert Murray      | Executive Vice President, Finance                       | 33     | 16     |
| Ron Hadar          | General Counsel   | 25     | 4      |
| Michael Newbrand   | Executive Vice President, Hospitality Operations        | 35     | 1      |
| Tim Muir           | Chief Development Officer                               | 30     | 1      |
| Daniel Coggins     | Senior Vice President, Operations                       | 22     | 3      |
| Peter Ziegler      | Senior Vice President, Asset Management                 | 13     | 13     |
| Evan Morick        | Senior Vice President, Development                      | 22     | 7      |
| Michael Voccola    | Corporate Vice President, Assistant General Counsel     | 35     | 20     |
| Nathan Paquet      | Vice President, Financial and Joint Ventures Controller | 21     | 12     |
| Andrew Meservey    | Vice President, Controller                              | 28     | 11     |
| William Walker     | Vice President, Asset Management                        | 30     | 25     |
| Jason Dalli        | Director of Marina Operations                           | 24     | 1      |
| Ralph V Izzi Jr.   | Vice President, Corporate Marketing and Public Affairs  | 30     | 16     |
| Kimberly Benevides | Vice President, Fund Accounting and Family Office       | 35     | 30     |
| Michael Brown      | Vice President, Business Intelligence                   | 28     | 22     |
| Dara Morreo        | Vice President, Human Resources                         | 32     | 15     |
|                    | Average   | 27 yrs | 15 yrs |

# About the Applicant

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TPG Marinas' senior executives bring decades of marina management, asset management, hospitality management and finance experience to maximize operating efficiencies while delivering the best possible client service. Additionally, as an affiliate of the Procaccianti Companies, TPG Marinas is backed supported by one of the largest most respected real estate invest and management firms in the United States. Backed by a deep bench of seasoned professionals, the Conanicut Marina management team will include:

## **Jason Dalli | Director of Marina Operations**

Jason Dalli serves as Director of Marina Operation and brings with him more than 25 years of experience in the marine industry having started his career as a marine technician in the summer of 1992. Jason joined TPG Marinas following a successful career with Suntex, joining them in 2016 as the Director of Operations at Liberty Landing Marina and later that year was promoted to General Manager.

Prior to Suntex, in the early 2000's, Jason was the crew chief and navigator for a two-time champion national offshore race team. He also owned a boat transport service, hauling over 1,000 boats throughout the Northeast. Throughout his career, Jason acquired various marine certifications including MerCruiser Certified Technician, Volvo IPS & Advanced Diesel certification, and a Kohler Generator Certificate. He also has many marine electronic credentials including Garmin, Raymarine, and is a NEMA certified master installer.

As a technician and service coordinator, Jason has worked very closely with boat manufacturers such as Formula, Fairline, Sessa, Uniesse, and Sealine to perform pre-delivery inspections of new vessels and customer orientation to new boat buyers. He also possesses a US Coast Guard 100-ton Captain's license with tow endorsement. Jason is an avid boater and enjoys getting out on the water as much as possible with his family.

## **Robert Leven | Investment Advisor, Principal**

Mr. Leven serves as the Chief Investment Officer and is a Principal at Procaccianti Companies. In his role as Chief Investment Officer, Mr. Leven is responsible for overall portfolio development strategies which includes all aspects of evaluation, analysis and execution of real estate investment opportunities for Procaccianti Companies. A principal and senior member of the Investment Committee for more than a decade, Mr. Leven has played a critical leadership role in driving the Firm's growth having been involved with hundreds of transactions including acquisitions, dispositions, and new hotel developments. His pragmatic approach, superior analytics and entrepreneurial vision have led to the expansion of the Firm's national platform which now comprises approximately \$2 Billion in diverse real estate assets currently under management.

Since joining the Firm in 2002, Mr. Leven has also expanded relationships with institutional ownership groups, capital partners and global hospitality brands like Marriott, Hilton, Hyatt, and InterContinental. Furthermore, through his leadership Rob has helped to position Procaccianti Companies and its affiliates as one of the largest and most respected privately-held real estate investment and management firms in the United States.

Prior to joining Procaccianti Companies Mr. Leven held a senior position with a leading U.S. hotel brokerage firm and he was also one of the original founders of U.S. Franchise Systems in 1995. Mr. Leven is a graduate of Cornell University School of Hotel Administration.

# About the Applicant

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## **William Walker | Vice President, Asset Management**

Mr. Walker, now in his 25<sup>th</sup> year with the firm, is responsible for multiple partner relationships and the asset management of multiple hospitality and marina assets.

Mr. Walker joined TPG in the initial capacity of Property Manager with full responsibility for property management, leasing, dispositions and asset management of a real estate portfolio containing approximately 2 million square feet of industrial, commercial, and office space and several parcels of development land.

From 1999-2001, William assumed the title of Vice President of Real Estate with the additional responsibility for the development, oversight and management of an Annual Capital Expenditures Program for the Hospitality Assets then owned and managed by TPG, which grew during this period from approximately 10 hotels to 15.

In 2001, William was appointed Vice President of Construction, a newly created position, and assumed management of TPG's growing Hospitality Construction division, then called Brownstone Construction. From 2001-2006, this division grew from approximately \$15m per year to over \$100m annually. During this period, William continued to oversee and manage all non-hospitality related TPG owned real estate as well as a providing higher level oversight of the TPG Hospitality Capital Expenditures program.

By 2006, TPG's Hospitality Assets had grown to over 30 full service hotels from coast to coast requiring the establishment of a formal Asset Management department. William was then appointed to the newly created position of Vice President of Asset Management. Since 2016, William has been responsible for asset management of over 50 properties in the hospitality, apartment, marina and commercial real estate asset sectors.

Mr. Walker received his B.S. in Finance from Ithaca College in Ithaca, NY.

## **Evan Morick | Senior Vice President, Acquisitions**

Evan Morick joined TPG Hotels & Resorts in April 2014 as Senior Vice President of Development, Eastern Region. Mr. Morick brings over fifteen years of experience in hotel acquisitions, dispositions, management, and development.

Prior to TPG, Mr. Morick led the development growth efforts for Kokua Hospitality (a subsidiary of The Chartres Lodging Group), serving as its Vice President of Development. There, his primary duties included sourcing new management contracts and developing new and strategic joint venture partners. Prior to Kokua, Mr. Morick held various positions in hotel management and acquisition companies, including Rim Hospitality, Hilton Worldwide, Alcor Acquisitions (a Blackstone Group subsidiary) and MeriStar Hospitality Corporation. Throughout his career, Mr. Morick has been involved in over \$3 billion of hotel acquisitions and dispositions and a considerable number of hotel management agreement negotiations.

Mr. Morick received his B.S. in Finance and International Business from the University of Maryland, College Park.

# About the Applicant

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## **Daniel Coggins | Senior Vice President, Operations**

Mr. Coggins is responsible for the day to day operational oversight of TPG's portfolio of independent (non-branded) hotels, resorts and marinas throughout the United States.

Over 20+ years in the hospitality industry, Mr. Coggins brings hands-on, international experience in all facets of hotel and restaurant management ranging from small boutique hotels to full-service luxury resorts. With extensive pre-opening experience, Mr. Coggins has been consistently involved in existing and newly acquired hotels with a sharp focus on planning and execution. A proven leader with a track record in building strong teams to achieve organizational goals.

Prior to joining TPG Hotels & Resorts, Daniel spent 12 years at Greenwich Hospitality Group where he held the position of General Manager at Delamar Greenwich Harbor before being promoted to Regional Director of Operations directly overseeing Greenwich Hospitality's luxury portfolio including Delamar Greenwich Harbor, Delamar Southport and Delamar West Hartford. He was also involved in the oversight of 9 other independent hotels within the portfolio located across the US in CT, VT, TX and MI.

With both Back and Front of House experience, Mr. Coggins began his career in the culinary arts working as Executive Chef at The Greyhound, UK, refining skills in restaurant management before transitioning to Hotel Operations.

Daniel brings a wealth of service experience, in hospitality, F&B, and operations of luxury portfolios to TPG Hotels & Resorts. Daniel received a Bachelor of Arts, in International Hospitality Management from Bournemouth University Dorset, England.

# About the Applicant

Specific to hospitality and marina management, the firm's historical operating experience includes more than 200 hotels, nearly 1,000 marina slips in over 200 cities in 33 states coast to coast. Alphabetical list below:

*AC by Marriott, San Jose, CA*  
*AC Hotel Washington, DC Conv. Ctr.*  
*Beekman Tower Hotel - New York City*  
*Cape Cod Hyannis Hotel - Hyannis, MA*  
*Champlin's Hotel Resort & Marina - Block Island, RI*

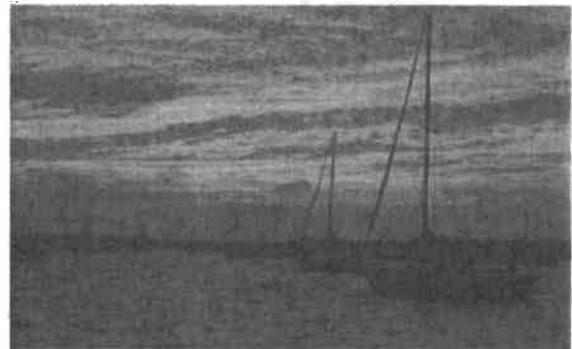


*Cherry Tree Inn on the Beach, Traverse City, MI*  
*Crowne Plaza - Melbourne, Melbourne, FL*  
*Crowne Plaza - Silver Spring, MD*  
*Crowne Plaza, Springfield, IL*  
*Danford's Hotel & Marina, Port Jefferson, NY*



*Days Inn - Albany, NY*  
*Days Inn - Cranston, RI*  
*\* Previously Garden City Inn*  
*Days Inn - Lexington, MA*  
*Days Inn - Lynn, MA*  
*Hilton Boston-Dedham, Dedham, MA*  
*DoubleTree by Hilton BWI Airport, Linthicum, MD*  
*\* Previously Holiday Inn BWI*  
*DoubleTree by Hilton Atlanta-Roswell*

*DoubleTree by Hilton Boston N. Shore, Danvers MA*  
*DoubleTree by Hilton LA Commerce*  
*DoubleTree by Hilton Pittsburgh - Green Tree*  
*Doubletree Guest Suites, Santa Monica, CA*  
*Doubletree Hotel - Columbia, MD*  
*Doubletree Hotel - Lowell, MA*  
*DoubleTree New Orleans Airport*  
*\* Previously Radisson New Orleans Airport*  
*Doubletree Hotel @ Warren Place, Tulsa, OK*  
*Doubletree Hotel, Paradise Valley, AZ*  
*Dupont Courtyard Marriott, Washington, DC (Topaz)*  
*Dutch Harbor Boatyard - Jamestown, RI*



*Eastgate Tower Hotel - New York City*  
*Econolodge - Salem, NH*  
*FLATOTEL - New York, NY*  
*Essex House - South Miami Beach, FL*  
*Fairfield Inn & Suites - Warwick, RI*  
*\* Previously Comfort Inn Warwick*  
*\* Previously Roadway Inn Providence*  
*Four Points Sheraton, Philadelphia, PA*  
*Hampton Garden Inn - NYC*  
*Hilton Hotel Albany, NY*  
*\* Previously Crowne Plaza Albany*  
*Hilton Garden Inn - Providence*  
*\* Previously Days Inn Providence*  
*\* Previously Radisson Providence*  
*\* Previously Wyndham Garden Inn*  
*Hilton Hotel - Natick, MA*  
*Hilton Hotel & Convention Center - Fort Wayne, IN*  
*Hilton Kansa City Airport, Kansas City, MO*

# About the Applicant

## Alphabetical List (continued)

- Hilton New York Grand Central, New York, NY  
\* Previously Hilton Manhattan East  
\* Previously Tudor Hotel at the United Nations  
Hilton Providence, Providence, RI  
\* Previously Holiday Inn Providence  
\* Previously Providence Plaza Hotel  
Hilton San Antonio Airport, San Antonio, TX  
Hilton Scottsdale – Scottsdale, AZ  
Hilton Suites Magnificent Mile, Chicago, IL  
\* Previously DoubleTree Suites Chicago, IL  
Hilton Suites, Atlanta, Georgia  
\* Previously DoubleTree Suites, Atlanta, GA  
Holiday Inn - Boxborough, MA  
Holiday Inn - Cheyenne, WY  
Holiday Inn – Decatur, GA  
Holiday Inn - South Kingstown, RI  
Holiday Inn Baltimore Inner Harbor, Baltimore MD  
Holiday Inn Miami Beach, FL  
Holiday Inn City Center, Fort Smith, AR  
Holiday Inn Express Bradenton, FL  
Holiday Inn Express, Springfield, IL  
Holiday Inn Fresno Airport, Fresno, CA  
Holiday Inn Grand Montana, Billings, MT  
Holiday Inn Hotel & Tower, Lubbock, TX  
Holiday Inn Park Plaza, Lubbock, TX  
Holiday Inn Select UCF  
\* Previously Holiday Inn UFC  
Holiday Inn Soho, New York, NY  
Holiday Inn, Decatur, GA  
Holiday Inn Hartford East  
\* Previously Hartford Plaza Hotel  
\* Previously Sheraton Hartford  
Hotel Syracuse - Syracuse, NY  
Hyatt House Richmond, VA (development)  
Hyatt Place Richmond, VA (development)  
Hyatt House at Georgia Aquarium, Atlanta, GA  
Hyatt Lisle/Naperville, Naperville, IL  
Hyatt Regency Lexington, KY  
Hyatt Regency, Rochester, New York  
Iberoville Hotel, New Orleans, LA (ONE11 Hotel)  
Indigo Hotel, Traverse City, MI  
InterContinental Kansas City, Kansas City, MO  
\* Previously Fairmont Hotel  
Le Meridien Hotel – Dallas, TX  
Lighthouse Inn Galilee, Narragansett, RI  
\* Previously The Dutch Inn  
Marriott Boston / Newton – Newton, MA  
Marriott Buffalo-Amherst, Buffalo, NY  
Marriott Courtyard - Reno, NV  
Marriott Courtyard Dupont Circle – Washington DC  
Marriott Colorado Springs, Colorado Springs, CO  
\* Previously Wyndham Colorado Springs  
Marriott Fort Lauderdale North, Ft. Lauderdale, FL  
Marriott Palm Beach Gardens, Palm Beach, FL  
Marriott Richmond Convention Center Hotel  
Marriott Colorado Springs, Colorado Springs, CO  
\* Previously Wyndham Colorado Springs  
Marriott Fort Lauderdale North, Ft. Lauderdale, FL  
Marriott Palm Beach Gardens, Palm Beach, FL  
Marriott Richmond Convention Center Hotel  
Marriott Schaumburg, Schaumburg, IL  
Marriott St. Louis West, St. Louis, MO  
Marriott Waterside Convention Center, Norfolk, VA  
Mill Falls Resort at the Lake, Meredith, NH  
The Inn at Mill Falls  
Baypoint at Mill Falls Resort  
The Chase House at Mill Falls  
Church Landing at Mill Falls  
Birch Lodge at Church Landing  
Boathouse Lodge at Church Landing  
Lake Shore Cottages at Church Landing  
Perch Cottage at Church Landing  
Mill Warf Marina – Scituate, MA



# About the Applicant

## Alphabetical List (continued)

MOXY Hotel, Washington DC  
Ocean Rose Inn - Narragansett, RI  
Ocean State Inn (1) Ocean Road, Narragansett, RI  
Ocean State Inn (2) Bayside Road, Narragansett, RI  
Ocean State Inn (3) Sandpiper Road, Narragansett, RI  
Ocean State Inn (4) Crandall Ave, Narragansett, RI  
Ocean State Inn (5) Post Road, Narragansett, RI  
Orlando Vista Hotel - Orlando, FL  
Postcard Inn on the Beach  
Pullman Miami Airport  
Quality Inn - Mansfield, MA  
Radisson Hotel - Mount Laurel, NJ  
Radisson Hotel - New London, CT  
Radisson Hotel & Conference Center - Merrimack, NH  
Radisson Read House - Chattanooga, TN  
Ramada Inn - Cleveland, OH  
Renaissance Boca Raton, Boca Raton, FL  
Renaissance Hotel - Providence, RI  
Renaissance Suites Chicago O'Hare Airport  
Renaissance Waterford Oklahoma City, OK  
\* Previously Marriott Waterford Hotel  
Residence Inn - Dedham, MA  
Residence Inn Providence  
Scituate Harbor Marina - Scituate, MA

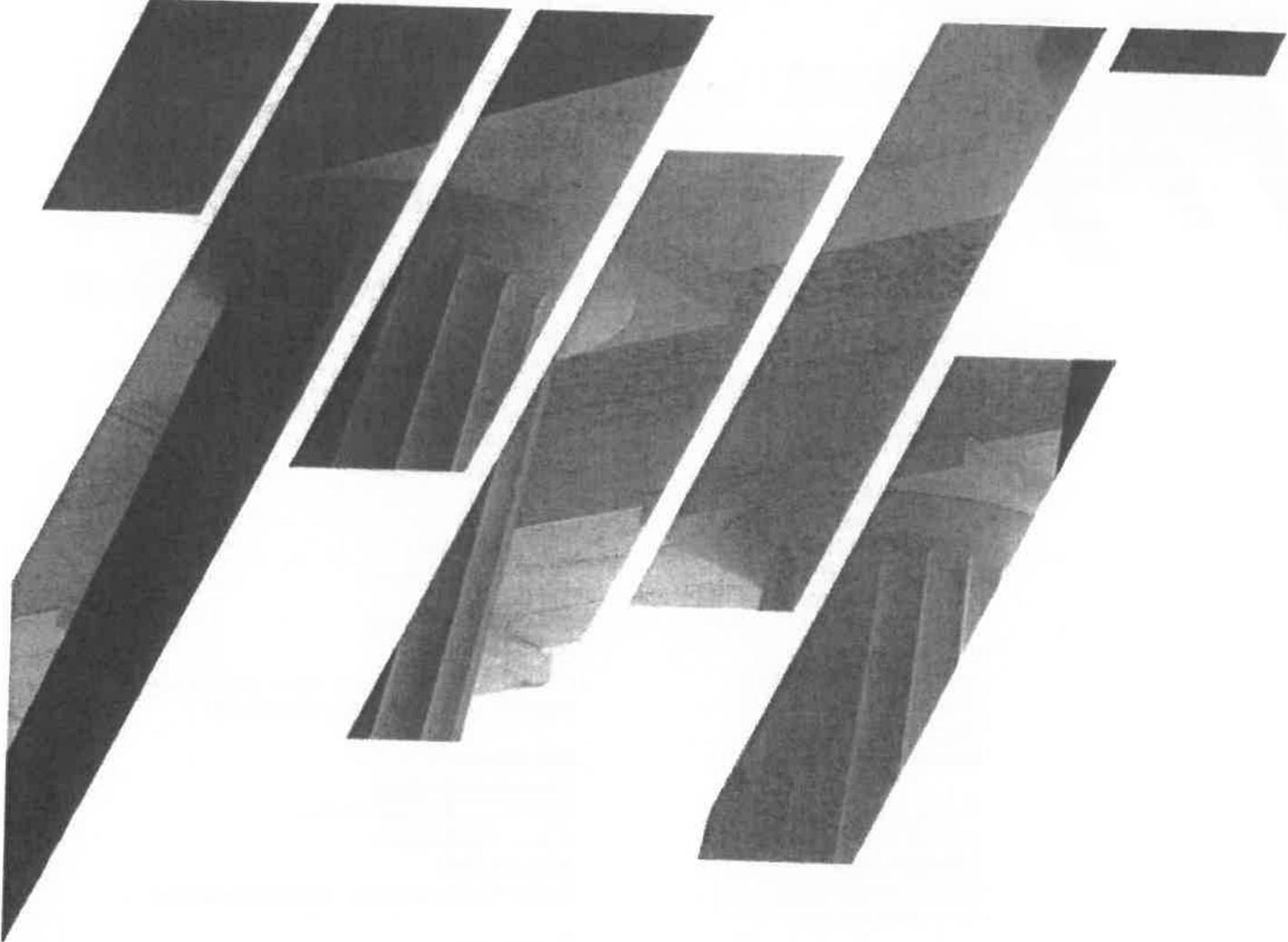


Sheraton College Park, Beltsville, MD  
Sheraton Four Points - Leominster, MA  
Sheraton Providence Airport, Warwick, RI  
Sheraton Richmond West - Richmond, VA  
\* Previously Ramada Plaza Hotel  
Sheraton Suites Columbus, Columbus OH

Sheraton Suites Country Club, Kansas City, MO  
Sheraton Suites Elk Grove, Elk Grove, IL  
Sheraton Suites Market Center, Dallas, TX  
Sheraton Suites Old Town, Alexandria, VA  
Sheraton Suites Wilmington, DE  
Sovereign Hotel - Miami  
Springhill Suites, Wilmington NC  
Staybridge Suites, St. Petersburg, FL  
The Alex Hotel - NYC  
The Elms Resort, Excelsior Springs, MO  
The Lodge at Tiburon, Tiburon, CA  
The Nantucket Resort Collection, MA  
The Veranda House  
The Chapman House  
Arbor Cottages  
The Regatta Inn  
The Sherburne Inn  
Toll House Hotel, Los Gatos, CA  
Westin Chicago North Shore  
Westin DFW Hotel, Irving, TX  
\*Previously Harvey Hotel  
Westin Ft. Lauderdale, Fort Lauderdale, FL  
Westin Hotel, Providence, RI  
Westin Portland, Portland, ME  
Westin Tyson's Corner, Falls Church, VA  
\*Previously DoubleTree Tysons Corner  
Worcester Hotel & Conference Center  
\*Previously Holiday Inn Worcester  
Wyndham Hunt Valley  
Wyndham Lake Buena Vista at Disney Springs  
\*Previously Grovsnor Hotel  
\*Previously Regal Sun Resort  
Wyndham Garden Inn at Disney Springs  
Warren Hotel, Warren, RI

# TPG

HOTELS | RESORTS | MARINAS



**PROCACCIANTI**  
COMPANIES

PROFESSIONAL  
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**2021**



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Col. Steven O'Donnell  
RI State Police Superintendent (ret.)  
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**Citizens Bank of Rhode Island**  
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Treasury Management Client Services  
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Mr. Michael Hanna, Partner  
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Mr. Steve Monacelli, CPA  
**Restivo Monacelli, LLP**  
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Jonathan Rice, Senior Vice President  
Debt & Structured Finance  
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3280 Peachtree Rd., Suite 1400  
Atlanta, GA, 30315  
Phone (404) 923-1432  
Jonathan.Rice@cbre.com

Mr. Joe Epstein  
**First American Realty Association**  
700 Route 46 East  
Fairfield, NJ 07004  
Phone (973) 575-7547  
Hotel Financing Investment Banker  
Numerous Brokered Loans

### CORPORATE HEADQUARTERS

1140 Reservoir Avenue  
Cranston, RI 02920  
Phone: 401-946-4600

### EASTERN REGIONAL OFFICE

3625 Cumberland Boulevard, Suite 240  
Atlanta, GA 30339  
Phone: 678-349-5000

### SOUTHEAST REGIONAL OFFICE

231 Royal Palm Way  
Palm Beach, FL 33480  
Phone: 561-440-2075

PROCACCIANTI.COM

**Exhibit D**

**Town of Jamestown Lease Assignment with TPG  
Conanicut Marine Services Inc.**

**December 30, 2021**



**Town of Jamestown**  
Town Administrator  
93 Narragansett Avenue  
Jamestown, Rhode Island 02835-1199  
401-423-9805  
Email: [jhainsworth@jamestownri.net](mailto:jhainsworth@jamestownri.net)

Jamie A. Hainsworth  
Town Administrator

**MEMORANDUM TO:** Honorable Town Council  
**FROM:** Town Administrator, Jamie A. Hainsworth  
**DATE:** December 17, 2021  
**SUBJECT:** Assignment of Lease at East Ferry from CMS to TPG  
For the December 20, 2021 Town Council Meeting New Business

As you are aware, Conanicut Marine Services, Inc. (CMS) is in the process of selling some of their business interests and assets in Jamestown. CMS has reached an agreement for the sale of certain real estate and assets to TPG Marinas Conanicut, LLC (TPG) which includes the East Ferry marina, two condominium units at East Ferry and the real estate and operation at Taylor Point Boat Yard located at 260 Conanicus Avenue. CMS will retain ownership of the Jamestown-Newport Ferry Service and Retail Store located at 20 Narragansett Avenue. Currently CMS has a lease with the Town of Jamestown at East Ferry that includes two existing piers and boat basin (Attachment 1).

The current lease term is for a period of 10 years with an option for a renewal of two (5) year periods. As written on page 8 of the lease the Lessee cannot assign or sublet any portion of the Lease without the prior written consent of the Town of Jamestown. TPG Conanicut has requested approval of an Assignment of the existing lease between CMS and the Town of Jamestown to TPG Conanicut Marina LLC, as the new owner. I have provided a copy of the existing Lease Agreement dated October 13, 2016 for your information (Attachment 2).

The subject property of the Lease is Plat 9, Lots 355 & 356 located at East Ferry and includes the existing 300'x10' wood pier ("Wood Pile Pier"), located at the south of the basin; the use of the "Steel Pile Pier" located at the north of the basin; and the boat basin bound by the two piers. The lease was awarded to CMS through a competitive Request for Proposals (RFP) advertised in 2015. I have provided a copy of this RFP for your information (Attachment 3).

The "Purpose of Request" of the RFP defined the goals of the lease and the qualities and service that the community was searching for in a marina operator. The next section provides a summary of the Jamestown community and the importance of East Ferry to the Town as the "Heart of the Village". At that time CMS provided a very detailed proposal in response to the RFP and they were awarded the Lease by the Jamestown Town Council. When I was contacted by representatives of TPG Conanicut to Request Assignment of the Lease I provided copies of the original RFP and the CMS response and proposal. I asked that they review the two documents and to provide information about TPG Conanicut including a business and operations plan. In addition, we discussed the importance of establishing a relationship with the community and the expectation that TPG Conanicut will provide the same level of service that the Town has

experienced with CMS. I have provided a copy of their formal Request for Assignment of the Lease Agreement dated December 10, 2021 (Attachment 4).

I have reviewed the Request for Assignment with the Town Staff and we have had meetings with representatives of TPG Conanicut and CMS to review their proposal. TPG Conanicut is committed to providing a high level of quality operations and customer service that the community has enjoyed with CMS for more than 40 years. TPG Conanicut is retaining all of the CMS employees of the marina operations and will maintain a relationship with William Munger to provide a seamless transition of services at East Ferry. TPG Conanicut will comply with all of the terms and provisions of the existing lease and continue the same level of quality of operations and services as CMS. TPG Conanicut has also committed to the Capital improvements CMS has agreed to in their proposal. Under the agreement CMS will retain one of the buildings (No. 5) at the Taylor Point Boat Yard to facilitate their operations.

During the staff review and meetings with representatives of TPG Conanicut and CMS we identified and agreed to a few items that are not included in the lease or need clarification as an addendum to the Lease. Those conditions are summarized as follows:

- Language to clarify the description of the two touch and go docks on the Wood Pile Pier
- Preservation of Public Use on the wood pile pier
- To develop a list of items with unit costs for deploying the floats, removal of floats and gangways, repairs, storm related services
- The Lessor will be responsible for the maintenance of the sewage pump-out station.
- Existing sewer pump out piping from the Lessees property is directly tied into the sewage pump out station located on Town property. The Lessee agrees its use will be for seasonal and transient boating only.
- Language to clarify the leased space south and along the Wood Pile Pier
- Attachment of the Tighe & Bond engineering report dated August 16, 2021 regarding the use of the crane on the Steel Pier. The Lessee will be responsible for annual inspections of the structure and long-term improvements when necessary to accommodate the use of the crane on the pier as recommended in the report. Lessee will forward those annual reports to the Town.
- Develop language on the continued public access and the use of the crane on the steel pier.

Based upon the information that they have provided and meeting with our staff I am pleased to favorably recommend that the **Jamestown Town Council approve the Request for Assignment of the Lease Agreement between the Town of Jamestown and Conanicut Marine Services, Inc. dated October 16, 2016 to TPG Conanicut Marinas, LLC with the conditions and the plan submitted by TPG Conanicut Marine, LLC, further directing the Town Solicitor to write the assignment and authorize the Town Administrator to sign the agreement.** If approved I will work with our solicitor and representatives of TPG Conanicut to draft a formal addendum for signatures.

Draft Minutes from the Town Council of the Town of Jamestown's meeting on December 20, 2021, regarding the request to assign the East Ferry lease, so-called, dated October 13, 2016, from Conanicut Marine Services, Inc., to TPG Marinas Conanicut, LLC:

A motion was made by Vice President Meagher to approve the Request for Assignment of the Lease Agreement between the Town of Jamestown and Conanicut Marine Services, Inc. dated October 16, 2016 to TPG Conanicut Marinas, LLC with the Staff conditions and the plan submitted by TPG Conanicut Marine, LLC, further directing the Town Solicitor to write the assignment and authorize the Town Administrator to sign the agreement, pending the closing of the sale, second by Councilor M. White. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

**WARRANTY DEED**

**REGNUM, LLC**, a Rhode Island limited liability company whose principal office address is 102 Cole Street, Jamestown, RI 02835, for consideration paid in the amount of **Eight Hundred Thousand Dollars (\$800,000.00)**, grants to **TPG MARINAS CONANICUT, LLC**, a Rhode Island limited liability company whose principal office address is 1140 Reservoir Ave., Cranston, Rhode Island, 02920, with **WARRANTY COVENANTS**:

That certain condominium unit designated as **Unit D in the Ferry Wharf Condominium East** located in the Town of Jamestown, County of Newport and State of Rhode Island, which condominium was created by the Declaration of Condominium of Ferry Wharf Condominium East dated June 5, 1981 and recorded June 5, 1981 at 11:56 A.M. in Book 76 at Page 628 of the Land Evidence Records of the Town of Jamestown, Rhode Island, as may be amended from time to time.

**TOGETHER WITH** the undivided percentage interest in and to the Common Elements of said Condominium appurtenant to said Unit as set forth in the Declaration, as amended.

**BEING** the same premises conveyed by deed to this grantor, dated December 20, 2004 and recorded in Book 547 at Page 310 of the Land Evidence Records of said Town of Jamestown.

Subject to the balance of taxes assessed December 31, 2020 which are not yet due and payable.

The undersigned hereby covenant that no R.I.G.L. § 44-30-71.3 withholding is required, as all of the members of Regnum, LLC are residents of the State of Rhode Island, as evidenced by affidavit.

[The remainder of this page intentionally left blank]

Property Address: 3 Ferry Wharf  
Jamestown, RI  
AP 9 Lot 791-D

TAX \$ 3,680.00  
Date: JAN 03, 2022  
RECORDER: *[Signature]*  
TOWN OF JAMESTOWN  
007527  
RHODE ISLAND  
REAL ESTATE  
CONVEYANCE TAX



IN WITNESS WHEREOF, Regnum, LLC has caused these presents to be executed by its duly authorized Manager this 29 day of December, 2021.

REGNUM LLC

Marilyn A. Munger  
Marilyn A. Munger, Manager

STATE OF Rhode Island  
COUNTY OF PROVIDENCE

In Jamestown, on the 29 day of December, 2021, before me the undersigned notary public, personally appeared Marilyn A. Munger, individually and in her capacity as Manager of Regnum, LLC, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was DRIVERS license to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose in her capacity as aforesaid.

Christian S. Infantolino  
Notary Public  
Print Name:  
My Commission Expires:

Christian S. Infantolino  
Notary Public, State of Rhode Island  
My Commission Expires Oct. 4, 2025

Received for Record...  
Roberta J. Fasan  
TOWN CLERK  
JAMESTOWN, R.I.  
JAN 03, 2022 11:30 AM  
Vol: 1011 PG: 312

Property Address: 3 Ferry Wharf  
Jamestown, RI  
AP 9 Lot 791-D



**WARRANTY DEED**

We, **William S. Munger and Marilyn A. Munger**, of Jamestown, Rhode Island, for consideration paid in the amount of **Eight Hundred Thousand Dollars (\$800,000.00)**, grants to **TPG MARINAS CONANICUT, LLC**, a Rhode Island limited liability company whose principal office address is 1140 Reservoir Ave., Cranston, Rhode Island, 02920, with **WARRANTY COVENANTS:**

That certain condominium unit designated as **Unit E in the Ferry Wharf Condominium East** located in the Town of Jamestown, County of Newport and State of Rhode Island, which condominium was created by the Declaration of Condominium of Ferry Wharf Condominium East dated June 5, 1981 and recorded June 5, 1981 at 11:56 A.M. in Book 76 at Page 628 of the Land Evidence Records of the Town of Jamestown, Rhode Island, as may be amended from time to time.

**TOGETHER WITH** the undivided percentage interest in and to the Common Elements of said Condominium appurtenant to said Unit as set forth in the Declaration, as amended.

**BEING** the same premises conveyed by deed to these grantors, dated June 9, 1981 and recorded in Book 76 at Page 718 of the Land Evidence Records of said Town of Jamestown.

Subject to the balance of taxes assessed December 31, 2020 which are not yet due and payable.

The undersigned hereby covenant that no R.I.G.L. § 44-30-71.3 withholding is required, as we are residents of the State of Rhode Island, as evidenced by affidavit.

[The remainder of this page intentionally left blank]

Property Address: 1 Ferry Wharf  
Jamestown, RI  
AP 9 Lot 791-E

TAX \$ 3,680.00  
Date: JAN 03, 2022  
RECORDER: *K. Munger*  
TOWN OF JAMESTOWN  
007526  
RHODE ISLAND  
REAL ESTATE  
CONVEYANCE TAX



IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2021.

Marilyn A. Munger  
Marilyn A. Munger  
William S. Munger  
William S. Munger

STATE OF Rhode Island  
COUNTY OF Newport

In Jamestown, on the 29 day of December, 2021, before me the undersigned notary public, personally appeared Marilyn A. Munger, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was Denise Green to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose.

Christian S. Infantolino  
Christian S. Infantolino Notary Public  
Notary Public, State of Rhode Island Print Name:  
My Commission Expires Oct. 4, 2025 My Commission Expires:

STATE OF Rhode Island  
COUNTY OF Newport

In Jamestown, on the 29 day of December, 2021, before me the undersigned notary public, personally appeared William S. Munger, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was Denise Green to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose.

Christian S. Infantolino  
Christian S. Infantolino Notary Public  
Notary Public, State of Rhode Island Print Name:  
My Commission Expires Oct. 4, 2025 My Commission Expires:

Property Address: 1 Ferry Wharf  
Jamestown, RI  
AP 9 Lot 791-E

Received for Record  
Roberta J. Fasan  
TOWN CLERK  
JAMESTOWN, R.I.  
JAN 03, 2022 11:30 AM  
Vol: 1011 PG: 310



**CONDOMINIUM LAND UNIT DEED**

**FREEBODY LLC**, a Rhode Island limited liability company ("Grantor"), for consideration paid in the amount of Two Million Six Hundred Thirty Thousand and 00/100 (\$2,630,000.00) DOLLARS, grants to **TPG MARINAS CONANICUT, LLC**, a Rhode Island limited liability company ("Grantee") with an address of 1140 Reservoir Avenue, Cranston, Rhode Island 02920, with WARRANTY COVENANTS, the following described property ("Property"):

That certain land condominium unit numbered Unit 1 ("Unit") of the Freebody Place Land Condominium (the "Condominium"), a Condominium, situated in the Town of Jamestown, County of Newport, State of Rhode Island, created by Declaration of Land Condominium, dated December 30, 2021 and recorded on December 30, 2021 in Book 101 at Page 304 in the Records of Land Evidence in the Town of Jamestown (the "Declaration"), together with the Unit's undivided interest in the Common Elements of the Condominium, the exclusive right to use the Limited Common Elements, if any, assigned to the Unit as provided in the Declaration and shown on those plats and plans recorded with the Declaration, and the rights and easements appurtenant to the Unit, all as set forth in the Declaration. Any capitalized terms not defined herein shall have the meaning set forth in the Declaration.

The term "Unit", "Common Elements", "Limited Common Elements" and any similar terms of art as they are used in this Deed are more particularly defined and set forth in the Declaration, as amended.

The Grantee, by accepting this Deed, accepts and agrees to be bound by the covenants, restrictions, easements, liens, charges, and other provisions contained in the Declaration and Bylaws referred to herein and agrees to perform the obligations imposed by the Declaration and Bylaws on the Grantee as the owner of the Unit.

The Property is conveyed subject to and with the benefit of the provisions of Rhode Island Condominium Act, R.I.G.L. §34-36.1-1.01 et seq., the Declaration, the Bylaws and the Rules and Regulations of the Condominium, as any and all of the above may be amended from time to time.

The Property is conveyed together with and subject to the benefit of easements, covenants and restrictions and other matters of record, if any, to the extent the same are in force and effect.

Subject to taxes assessed December 31, 2020 by the Town of Jamestown.

The undersigned hereby covenants that no R.I.G.L. § 44-30-71.3 withholding is required, as all of the members of Freebody, LLC are residents of the State of Rhode Island, as evidenced by affidavit.

TAX \$ 12,098.01  
Date: JAN 03, 2022  
RECORDER: *X. Monty*  
TOWN OF JAMESTOWN  
007524  
RHODE ISLAND  
REAL ESTATE  
CONVEYANCE TAX







**WARRANTY DEED**

**REGNUM, LLC**, a Rhode Island limited liability company whose principal office address is 102 Cole Street, Jamestown, RI 02835, for consideration paid in the amount of **Eight Hundred Thousand Dollars (\$800,000.00)**, grants to **TPG MARINAS CONANICUT, LLC**, a Rhode Island limited liability company whose principal office address is 1140 Reservoir Ave., Cranston, Rhode Island, 02920, with **WARRANTY COVENANTS**:

That certain lot or parcel of land, together with the buildings and improvements thereon, situated on the easterly side of Conanicus Avenue in the Town of Jamestown, County of Newport, State of Rhode Island, bounded and described as follows:

**EASTERLY:** On Narragansett Bay;

**SOUTHERLY:** On other land now or formerly of Mary H. Horgan, and now or formerly of the Town of Jamestown;

**WESTERLY:** On Conanicus Avenue; and

**NORTHERLY:** On the southerly line of Union Street extended across Conanicus Avenue to Narragansett Bay.

**TOGETHER WITH** any right, title and interest in and to the extensions easterly from Conanicus Avenue of Union and Lincoln Streets.

**BEING** designated as Lot 354 on Jamestown Tax Assessor's Plat 9, as presently constituted.

*Beach land*

**BEING** the same premises conveyed by deed to this grantor, dated December 20, 2004 and recorded in Book 547 at Page 304 of the Land Evidence Records of said Town of Jamestown.

Subject to the balance of taxes assessed December 31, 2020 which are not yet due and payable.

The undersigned hereby covenant that no R.I.G.L. § 44-30-71.3 withholding is required, as all of the members of Regnum, LLC are residents of the State of Rhode Island, as evidenced by affidavit.

[The remainder of this page intentionally left blank]

TAX \$ 3,680.01  
Date: JAN 03, 2022  
RECORDER: *K. M. [Signature]*  
TOWN OF JAMESTOWN  
007525  
RHODE ISLAND  
REAL ESTATE  
CONVEYANCE TAX

Property Address: 0 Conanicus Avenue  
Jamestown, RI  
AP 9 Lot 354



IN WITNESS WHEREOF, the Regnum, LLC has caused these presents to be executed by its duly authorized Manager this 21 day of December, 2021.

REGNUM LLC

  
Marilyn A. Munger, Manager

STATE OF Rhode Island  
COUNTY OF Newport

In Jamestown, on the 21 day of December, 2021, before me the undersigned notary public, personally appeared Marilyn A. Munger, individually and in her capacity as Manager of Regnum, LLC, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was Drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose in her aforesaid capacity.

  
Notary Public  
Print Name:  
My Commission Expires:

Christian S. Infantolino  
Notary Public, State of Rhode Island  
My Commission Expires Oct. 4, 2025

Received for Record  
Roberta J. Fasan  
TOWN CLERK  
JAMESTOWN, R.I.  
JAN 03, 2022 11:30 AM  
Vol: 1011 PG: 308

Property Address: 0 Conanicus Avenue  
Jamestown, RI  
AP 9 Lot 354

