

# **TOWN OF BRISTOL, RHODE ISLAND**

## **PLANNING BOARD MEETING**

### **Planning Board Meeting Agenda**

**Thursday, October 13, 2022**

**at 7:00 PM**

**Town Hall - 10 Court Street, Bristol Rhode Island**

**A. Pledge of Allegiance**

**B. Minutes**

**B1.** Approval of Minutes - September 2022

**C. Town Council Business**

**C1.** Recommendation to the Town Council on the uses in the Metacom Mixed Use Zone (continued from September 2022)

**D. Applications:**

**D1.** Public Hearing and Action by the Planning Board on the "preliminary phase" for the proposal for re-development of property located at 180 Mount Hope Avenue as follows. The property is currently improved with a former restaurant building, former commercial building, a former mixed use building, and a daycare that is currently operating. The development proposal is to subdivide the property into 2 lots and construct a three-story self-storage facility with a total of 67,375 square feet of area (30,885 square feet of area on each floor) on proposed Lot #1 which will have an area of 281,623 square feet of land and the existing day care will be relocated to a new building on proposed Lot #2 which will have 20,000 square feet of land. All other buildings on the site to be demolished. Property located at 180 Mount Hope Avenue: Plat 41, Lot 4. Owner: Mount Hope LLC/Applicant: DXD SS F1 Land, LLC Property located in the General Business zone.

**D2.** Preliminary Plan Review and Action by the Planning Board for Minor Subdivision of property at 47 Broadcommon Road, on the southwest corner of Broadcommon Road and Bristol Wood Drive. Subdivision to create two lots - one lot with 37,573 square feet of land improved with

existing East Bay Kennel business and one vacant lot with 58,679 square feet of land. Property located in the Manufacturing Zone. Owner/Applicant: Karl Correia/Edward J. Mack, II, 55 Broadcommon, LLC. Plat 103, Lot 8.

**E. Referral from the Administrative Officer:**

- E1.** Administrative Subdivision to move the property line between the properties located at 1 Alan Drive and 2 Alan Drive to convey approximately 4,000 square feet of land from 2 Alan Drive to 1 Alan Drive. Owners/Applicants: Jo-ann F. Wilbur, Truseee, Jo-ann F. Wilbur Living Trust and Louis Francis, Jr. Plats 108, Lots 35 and 36. Property located in an R-15 Zone.

**F. Adjourn**

Scanned copies of all applications and supporting materials are available on the Town of Bristol web site at <https://www.bristolri.gov/government/boards/planning-board/>

Date: October 3, 2022

By: MBW



## Town of Bristol, Rhode Island

### *Department of Community Development*

10 Court Street  
Bristol, RI 02809  
[www.bristolri.gov](http://www.bristolri.gov)  
401-253-7000

September 1, 2022

TO: Bristol Planning Board

FROM: Diane M. Williamson, Director

RE: **Metacom Mixed Use Zone Uses (MMU)  
Recommendation to the Town Council**

The Town Council has asked that the Planning Board review the list of uses in the Metacom Mixed Use Zone and provide a recommendation on whether or not any additional manufacturing uses should be allowed in that Zone.

The Metacom Mixed Use Zone was created as a result of the 2007 Metacom Avenue Corridor Management Plan and is intended to be applied to key areas along Metacom Avenue for focused development or re-development with mixed uses to encourage expansion of businesses use on the first floor with opportunity for residential on the upper floors.

In review of the Future Land Use Map in the Comprehensive Plan, a few properties proposed for the Metacom Mixed Use Zone are currently zoned manufacturing. The Town Council is looking for a recommendation on whether additional manufacturing uses should be allowed in the MMU zone.

In review of the current Zoning Use Table, there are several manufacturing uses currently allowed in the MMU Zone, either by right or with a Special Use Permit. It is my recommendation that these uses are appropriate for the MMU Zone and also offer flexibility for manufacturing, such as the Marine Trades Industries uses. One use, that I recommend could be added as a permitted use in the MMU zone, is a microbrewery.

A copy of the current Zoning Use Table from the Zoning Ordinance is provided along with a copy of the Comprehensive Plan map indicating the areas proposed for the MMU zone on Metacom Avenue. The Metacom Avenue Corridor Management Plan is available on the Town's website at <https://www.bristolri.gov/government/our-progress/community-plans/>.

ment of this chapter, as enacted or amended, but the court may, in its discretion, grant a stay on appropriate terms, which may include the filing of a bond, and make such other orders as it deems necessary for an equitable disposition of the appeal.

**Secs. 28-55—28-80. Reserved.**

### **ARTICLE III. PERMITTED USES**

#### **Sec. 28-81. Compliance with regulations.**

The regulations set forth in this article shall be minimum regulations and shall apply to each class or kind of structure or land.

#### **Sec. 28-82. Use regulations.**

(a) *Generally.* The following permitted use table is designed to regulate land uses in the various zoning districts in town.

- (1) Permitted uses are denoted with a "Y" for Yes;
- (2) Uses not permitted are denoted with an "N" for No; and
- (3) Uses permitted only upon approval of the zoning board are denoted with an "S" for a special use permit. Uses permitted by special use permit for which there are specific standards are further denoted with an asterisk (\*).

(b) *Prohibited uses.* If a use is not shown herein, it is prohibited, unless the zoning enforcement officer determines in writing that such use is consistent with uses that are explicitly permitted. Any number of uses may be located on a lot provided each use is permitted in that district and all other requirements of this chapter are met.

(c) *Permitted uses in special zones and overlay zones.* Other uses are permitted or prohibited in special zones and overlay zones. (See article IX of this chapter.)

(d) *Permitted use table.* The permitted use table shall be as follows:



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## BRISTOL TOWN CODE

Table A. Permitted Use Table

| ZONING DISTRICTS  | R-80 | R-40 | R-20 | R-15 | R-10<br>R-10SW<br>R-8 | R-6 | LB | GB | D | W+ | M | OS | EI | HPC | MMU | PI |
|---|------|------|------|------|-----------------------|-----|----|----|---|----|---|----|----|-----|-----|----|
| AGRICULTURAL  |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |     |    |
| Gardening and raising of crops  | Y    | Y    | Y    | Y    | Y                     | Y   | Y  | Y  | N | N  | Y | Y  | Y  | Y   | Y   | Y  |
| Nursery or greenhouse/agricultural (without sales on premises)  | Y    | Y    | Y    | Y    | N                     | N   | Y  | Y  | N | N  | N | Y  | N  | Y   | Y   | N  |
| Nursery or greenhouse/commercial (with sales on premises)   | S    | S    | S    | S    | N                     | N   | Y  | Y  | N | N  | N | S  | N  | N   | Y   | N  |
| Nursery or greenhouse/nonprofit (with sales on premises)  | S    | S    | S    | S    | N                     | N   | Y  | Y  | N | N  | N | S  | N  | Y   | Y   | N  |
| Raising of animals for profit or consumption  | S*   | S*   | S*   | S*   | N                     | N   | N  | N  | N | N  | N | Y  | N  | Y   | N   | N  |
| Keeping of chicken  | S*   | S*   | S*   | S*   | N                     | N   | N  | N  | N | N  | N | Y  | N  | Y   | N   | N  |
| Keeping of nondomesticated animals as pets  | S*   | S*   | S*   | N    | N                     | N   | N  | N  | N | N  | N | Y  | N  | Y   | N   | N  |
| Keeping of nonhousehold domesticated animals  | S*   | S*   | S*   | S*   | N                     | N   | N  | N  | N | N  | N | Y  | N  | Y   | N   | N  |
| Agricultural promotion uses as part of an agricultural operation on a farm lot: on-site retail of farm products, roadside stand, light food processing, farm demonstration and educational projects, pick your own produce, cafe/limited food service | Y    | Y    | Y    | Y    | Y                     | N   | N  | N  | N | N  | N | Y  | N  | N   | N   | N  |
| Seasonal attractions up to 4 times a year with a permit by the zoning enforcement officer in accordance with the standards of section 28-157  | Y    | Y    | Y    | Y    | Y                     | N   | N  | N  | N | N  | N | Y  | N  | N   | N   | N  |
| Farm brewery, farm winery, farm cidery as part of an agricultural operation on a farm lot   | S    | S    | S    | S    | N                     | N   | N  | N  | N | N  | N | S  | N  | N   | N   | N  |

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| ZONING DISTRICTS   | R-80 | R-40 | R-20 | R-15 | R-10<br>R-10SW<br>R-8 | R-6 | LB | GB | D | W+ | M | OS | EI | HPC | MMU                                 | PI |
|--|------|------|------|------|-----------------------|-----|----|----|---|----|---|----|----|-----|-------------------------------------|----|
| <b>RESIDENTIAL</b>   |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |                                     |    |
| Single household dwelling  | Y    | Y    | Y    | Y    | Y                     | Y   | Y  | N  | Y | Y  | N | N  | N  | N   | N                                   | N  |
| Two household dwelling   | N    | N    | Y(1) | Y(1) | Y                     | Y   | Y  | N  | Y | Y  | N | N  | N  | N   | N                                   | N  |
| Multi-household dwelling   | N    | N    | N    | N    | N                     | Y   | Y  | N  | Y | Y  | N | N  | N  | N   | Y; on upper floors of building only | N  |
| Bed and breakfast  | N    | Y    | Y    | Y    | Y                     | Y   | Y  | N  | Y | Y  | N | N  | N  | Y   | Y                                   | N  |
| Country inn with 5–10 rooms in one or more buildings with meals to guests only | N    | N    | N    | N    | N                     | N   | N  | N  | S | S  | N | N  | N  | Y   | N                                   | N  |
| Dormitory  | N    | N    | N    | N    | N                     | S   | N  | N  | S | N  | N | N  | Y  | N   | N                                   | N  |
| Nursing home   | N    | N    | N    | S    | S                     | Y   | Y  | S  | S | N  | N | N  | N  | N   | Y                                   | N  |
| Congregate care facility   | N    | N    | N    | S    | S                     | Y   | Y  | S  | S | N  | N | N  | N  | N   | Y                                   | N  |
| Hotel  | N    | N    | N    | N    | N                     | N   | S  | Y  | Y | Y  | N | N  | N  | N   | Y                                   | N  |
| Motel  | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | N | N  | N  | N   | S                                   | N  |
| Manufactured home  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N                                   | N  |
| Manufactured home park   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N                                   | N  |
| Community residence  | Y    | Y    | Y    | Y    | Y                     | Y   | Y  | N  | Y | Y  | N | N  | Y  | N   | Y                                   | N  |
| Lodging/boarding house:  |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |                                     |    |
| 5 rooms or less  | N    | N    | N    | N    | N                     | Y   | S  | N  | Y | Y  | N | N  | N  | Y   | S                                   | N  |
| Over 5 rooms   | N    | N    | N    | N    | N                     | S   | S  | N  | S | S  | N | N  | N  |     | S                                   | N  |
| <b>INSTITUTIONAL AND GOVERNMENTAL SERVICES</b>                                 |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |                                     |    |
| Medical clinic   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | N  | N | N  | Y  | N   | Y                                   | N  |
| Hospital   | N    | N    | N    | N    | N                     | N   | S  | S  | S | N  | N | N  | N  | N   | S                                   | N  |
| Drug and alcohol rehabilitation facility                                       | S    | S    | N    | N    | N                     | S   | S  | Y  | S | N  | N | N  | N  | N   | S                                   | N  |
| Halfway house  | N    | N    | N    | N    | N                     | S   | N  | N  | S | N  | N | N  | N  | N   | N                                   | N  |
| Family day care home with 6 or less persons                                    | Y    | Y    | Y    | Y    | Y                     | Y   | Y  | Y  | Y | Y  | N | N  | N  | N   | Y                                   | N  |
| Day care facility with more than 6 persons                                     | N    | N    | N    | N    | N                     | S   | Y  | Y  | Y | Y  | N | N  | Y  | N   | Y                                   | N  |
| Prison or correctional facility  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | Y  | N   | Y                                   | N  |
| Cemetery   | S    | S    | S    | S    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N                                   | N  |
| Church, synagogue or religious educational building                            | S*   | S*   | S*   | S*   | S*                    | S*  | Y  | Y  | Y | Y  | N | S  | Y  | S   | Y                                   | Y  |

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|---|------|------|------|------|-------------------------|------|----|----|---|----|---|----|----|-----|-----|---|
| Monastery/convent active or retirement home   | S    | S    | S    | S    | S                       | Y    | Y  | Y  | Y | N  | N | N  | Y  | Y   | Y   | N   |
| Government-run veterans home(2)   | N    | N    | N    | N    | N                       | N    | N  | N  | N | N  | N | N  | N  | Y   | N   | N   |
| Civic/convention center and assembly hall   | N    | N    | N    | N    | N                       | S    | Y  | Y  | Y | Y  | N | N  | Y  | N   | Y   | Y   |
| Library   | Y    | Y    | Y    | Y    | Y                       | Y    | Y  | Y  | Y | Y  | N | N  | Y  | N   | Y   | Y   |
| Post office   | N    | N    | N    | N    | N                       | N    | N  | N  | Y | N  | N | N  | N  | N   | N   | N   |
| Museum, nonprofit   | S    | S    | S    | S    | S                       | S    | Y  | Y  | Y | Y  | S | N  | Y  | Y   | Y   | Y   |
| Fire station  | Y    | Y    | Y    | Y    | Y                       | Y    | Y  | Y  | Y | Y  | Y | N  | Y  | N   | N   | Y   |
| Government office building  | N    | N    | N    | N    | Y                       | Y    | Y  | Y  | Y | Y  | N | N  | N  | Y   | Y   | Y   |
| Government garage facility  | N    | N    | N    | N    | N                       | S    | Y  | Y  | Y | N  | N | N  | N  | N   | Y   | Y   |
| Schools:  |      |      |      |      |                         |      |    |    |   |    |   |    |    |     |     |   |
| K-12  | S    | S    | S    | S    | Y                       | Y    | Y  | Y  | Y | N  | N | N  | S  | Y   | N   | Y   |
| College/university  | N    | N    | N    | N    | N                       | N    | N  | N  | N | N  | N | N  | Y  | N   | N   | N   |
| OFFICE USES   |      |      |      |      |                         |      |    |    |   |    |   |    |    |     |     |   |
| Office of a professional or business agent, or political, labor, or service association including the following:  | N(3) | N(3) | N(3) | N(3) | N(3)                    | N(3) | Y  | Y  | Y | Y  | S | N  | N  | N   | Y   | Y   |
| insurance agent, insurance adjuster, investment agent, bonding agent, finance agent, accountant, advertising agent, architect, artist, dentist, chiropractor, engineer, government, landscape architect, lawyer, office business machine agent, physician, optician, optometrist, realtor, employment agent, travel agent, and veterinarian |      |      |      |      |                         |      |    |    |   |    |   |    |    |     |     |   |
| Bank  | N    | N    | N    | N    | N                       | N    | Y  | Y  | Y | Y  | S | N  | N  | N   | Y   | N   |
| Corporate headquarters  | N    | N    | N    | N    | N                       | N    | Y  | Y  | Y | Y  | Y | N  | N  | N   | Y   | Y; within decom-mis-sioned school build-ings only |
| Restaurant, cafe, or deli without liquor sales  | N    | N    | N    | N    | N                       | N    | Y  | Y  | Y | Y  | N | N  | N  | N   | Y   | N   |
| Brew pub  | N    | N    | N    | N    | N                       | N    | Y  | Y  | Y | Y  | N | N  | N  | N   | Y   | N   |
| Restaurant, cafe, or deli with liquor sales   | N    | N    | N    | N    | N                       | N    | S  | Y  | Y | Y  | N | N  | N  | N   | S   | N   |
| Drive-thru restaurant   | N    | N    | N    | N    | N                       | N    | N  | S* | N | N  | N | N  | N  | N   | S*  | N   |
| Fast food restaurant  | N    | N    | N    | N    | N                       | N    | S  | Y  | Y | Y  | N | N  | N  | N   | S   | N   |



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|--|------|------|------|------|-----------------------|-----|----|----|---|----|----|----|----|-----|--|--|
| Tavern/bar/nightclub   | N    | N    | N    | N    | N                     | N   | S  | Y  | Y | Y  | N  | N  | N  | N   | Y  | N  |
| Funeral home   | N    | N    | N    | N    | N                     | S   | Y  | Y  | Y | N  | N  | N  | N  | N   | Y  | N  |
| Gasoline service station   | N    | N    | N    | N    | N                     | N   | S* | S* | N | N  | N  | N  | N  | N   | S*   | N  |
| Catering   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | S  | N  | N  | N   | Y  | N  |
| Massage therapist  | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | S  | N  | N  | N   | Y  | N  |
| Tattoo parlor  | N    | N    | N    | N    | N                     | N   | N  | Y  | N | N  | S  | N  | N  | N   | Y  | N  |
| Sign painting  | N    | N    | N    | N    | N                     | N   | S  | Y  | S | S  | Y  | N  | N  | N   | N  | N  |
| Car wash   | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | N  | N  | N  | N   | S  | N  |
| Self-service storage facility (mini storage)                         | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | S* | N  | N  | N   | N  | N  |
| Auto repair, minor   | N    | N    | N    | N    | N                     | N   | S* | S* | N | N  | Y  | N  | N  | N   | S*   | N  |
| Laundry, self-service  | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N  | N  | N  | N   | Y  | N  |
| Dry-cleaning without on-site plant                                   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N  | N  | N  | N   | Y  | N  |
| Gunsmith (gun repair)  | N    | N    | N    | N    | N                     | N   | N  | Y  | N | N  | S  | N  | N  | N   | S  | N  |
| Bakery   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N  | N  | N  | N   | Y  | N  |
| Appliance repair   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | S  | Y  | N  | N  | N   | Y  | N  |
| Mechanical equipment repair  | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | S  | Y  | N  | N  | N   | Y  | N  |
| Printing, blueprinting and photocopying                              | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | Y  | N  | N  | N   | Y  | N  |
| Artist work or sale space (studio/gallery)                           | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | Y  | N  | N  | N   | Y  | N  |
| Artisan manufacturing and production (see definition) and sale space | N    | N    | N    | N    | N                     | N   | Y  | Y  | N | Y  | N  | N  | N  | Y   | Y; within decommissioned school buildings only | Y; within decommissioned school buildings only |
| Photographic development   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | Y  | N  | N  | N   | Y  | N  |
| Hairdresser/barber   | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N  | N  | N  | N   | Y  | N  |
| Pet grooming   | N    | N    | N    | N    | N                     | N   | Y  | Y  | N | N  | N  | N  | N  | N   | Y  | N  |

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|---------------------------------------|------|------|------|------|-----------------------|-----|----|----|---|----|------|----|----|-----|-----|--|
| Commercial or technical trades school | N    | N    | N    | N    | N                     | N   | N  | S  | N | S  | Y    | N  | N  | N   | N   | Y; within decommissioned school buildings only |
| Adult entertainment                   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y(4) | N  | N  | N   | N   | N  |
| Conference center                     | N    | N    | N    | N    | N                     | N   | N  | Y  | Y | Y  | N    | N  | N  | Y   | Y   | Y  |
| Contract construction service         | N    | N    | N    | N    | N                     | N   | N  | S  | N | S  | Y    | N  | N  | N   | N   | N  |
| Kennel                                | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | Y    | N  | N  | N   | N   | N  |
| RETAIL BUSINESS                       |      |      |      |      |                       |     |    |    |   |    |      |    |    |     |     |  |
| Antique store                         | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Appliance store                       | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Auto parts sales, new                 | N    | N    | N    | N    | N                     | N   | S  | Y  | S | N  | N    | N  | N  | N   | Y   | N  |
| Auto sales                            | N    | N    | N    | N    | N                     | N   | N  | Y  | N | N  | N    | N  | N  | N   | Y   | N  |
| Bait shop                             | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Bakery                                | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Book store                            | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Book store/cafe                       | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Car rental                            | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | S   | N  |
| Clothing sales                        | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Convenience store                     | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Florist                               | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Furniture store                       | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Gunsmith (sales)                      | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N    | N  | N  | N   | N   | N  |
| General merchandise store             | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Gift shop                             | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Grocery store                         | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Liquor store                          | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Mechanical equipment sales            | N    | N    | N    | N    | N                     | N   | N  | Y  | N | N  | S    | N  | N  | N   | Y   | N  |
| Newsstand                             | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Pet store                             | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Pharmacy                              | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Variety store                         | N    | N    | N    | N    | N                     | N   | Y  | Y  | Y | Y  | N    | N  | N  | N   | Y   | N  |
| Lumber/building products              | N    | N    | N    | N    | N                     | N   | Y  | Y  | N | N  | N    | N  | N  | N   | N   | N  |
| WHOLESALE BUSINESS                    |      |      |      |      |                       |     |    |    |   |    |      |    |    |     |     |  |

## ZONING

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| ZONING DISTRICTS   | R-80 | R-40 | R-20 | R-15 | R-10<br>R-10SW<br>R-8 | R-6 | LB | GB | D | W+ | M | OS | EI | HPC | MMU | PI |
|--|------|------|------|------|-----------------------|-----|----|----|---|----|---|----|----|-----|-----|----|
| Wholesale trade within enclosed structure                                  | N    | N    | N    | N    | N                     | N   | N  | Y  | N | Y  | Y | N  | N  | N   | Y   | N  |
| Wholesale trade, outdoor storage   | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | S | N  | N  | N   | S   | N  |
| Outdoor storage of junk, scrap, or salvage material, including junkyards   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N   | N  |
| Warehouse/distribution facility  | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | Y | N  | N  | N   | S   | N  |
| Air-supported structure  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N   | N  |
| Reclamation facility   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | S | N  | N  | N   | N   | N  |
| SERVICE INDUSTRIES   |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |     |    |
| Dry-cleaning plant   | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | Y | N  | N  | N   | S   | N  |
| Automotive body repair, major  | N    | N    | N    | N    | N                     | N   | N  | S* | N | N  | Y | N  | N  | N   | S*  | N  |
| INDUSTRIAL   |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |     |    |
| Food and kindred products-manufacturing including canning or packaging     | N    | N    | N    | N    | N                     | N   | N  | S  | N | N  | S | N  | N  | N   | N   | N  |
| Large brewery  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Microbrewery   | N    | N    | N    | N    | N                     | N   | N  | S  | S | S  | S | N  | N  | N   | N   | N  |
| Processing of bakery products  | N    | N    | N    | N    | N                     | N   | S  | Y  | N | N  | Y | N  | N  | N   | S   | N  |
| Textile mill products and apparel manufacturing                            | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Cosmetics manufacturing  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Lumber and wood products, furniture and fixtures manufacturing             | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Paper and allied products, printing, and publishing, including refinishing | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Chemicals and allied products manufacturing                                | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | S | N  | N  | N   | N   | N  |
| Leather and fur tanning and finish   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N   | N  |
| Rubber and miscellaneous plastic products-manufacturing                    | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Stone, clay, and glass products manufacturing                              | N    | N    | N    | N    | N                     | N   | S  | S  | S | N  | Y | N  | N  | N   | S   | N  |



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## BRISTOL TOWN CODE

| ZONING DISTRICTS   | R-80 | R-40 | R-20 | R-15 | R-10<br>R-10SW<br>R-8 | R-6 | LB | GB | D | W+ | M | OS | EI | HPC | MMU | PI |
|--|------|------|------|------|-----------------------|-----|----|----|---|----|---|----|----|-----|-----|----|
| Pottery products manufacturing                                   | N    | N    | N    | N    | N                     | N   | Y  | Y  | S | S  | Y | N  | N  | N   | Y   | N  |
| Cement, lime, gypsum, or plaster of Paris manufacturing          | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N   | N  |
| Fabricated metal products-manufacturing                          | N    | N    | N    | N    | N                     | N   | N  | N  | N | S  | Y | N  | N  | N   | N   | N  |
| Drop forge industries, manufacturing forgings with power hammers | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | S | N  | N  | N   | N   | N  |
| Machinery and machine parts manufacturing                        | N    | N    | N    | N    | N                     | N   | N  | N  | N | S  | Y | N  | N  | N   | N   | N  |
| Wire and cable manufacturing                                     | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Transportation equipment manufacturing                           | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Boat building including fiberglass and steel                     | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Boat building (wooden boats only)                                | N    | N    | N    | N    | N                     | N   | N  | N  | N | Y  | Y | N  | N  | N   | N   | N  |
| Marine trade industries  | N    | N    | N    | N    | N                     | N   | N  | S* | N | S* | Y | N  | N  | N   | S*  | N  |
| Instruments and scientific equipment manufacturing               | N    | N    | N    | N    | N                     | N   | N  | S  | N | Y  | Y | N  | N  | N   | S   | N  |
| Jewelry, silverware, plated ware, costume jewelry manufacturing  | N    | N    | N    | N    | N                     | N   | N  | N  | N | S  | Y | N  | N  | N   | N   | N  |
| Manual assembly of jewelry parts and crafts                      | N    | N    | N    | N    | N                     | N   | N  | Y  | Y | S  | Y | N  | N  | N   | N   | N  |
| Lighting manufacturing   | N    | N    | N    | N    | N                     | N   | N  | N  | N | S  | Y | N  | N  | N   | N   | N  |
| Plating of jewelry and other metals                              | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | N  |
| Extractive industry  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | S | N  | N  | N   | N   | N  |
| Pump station   | Y    | Y    | Y    | Y    | Y                     | S   | Y  | Y  | S | S  | S | N  | Y  | N   | Y   | Y  |
| Sewage treatment plant   | S    | S    | S    | S    | S                     | S   | S  | S  | S | S  | Y | N  | S  | N   | S   | Y  |
| Sludge compost facility, public                                  | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | Y  |
| Recycling facility, indoor                                       | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | Y | N  | N  | N   | N   | Y  |
| Landfill, public   | N    | N    | N    | N    | N                     | N   | N  | N  | N | N  | N | N  | N  | N   | N   | Y  |
| RECREATION   |      |      |      |      |                       |     |    |    |   |    |   |    |    |     |     |    |



## ZONING

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| ZONING DISTRICTS  | R-80  | R-40  | R-20  | R-15  | R-10<br>R-10SW<br>R-8 | R-6   | LB    | GB    | D | W+ | M     | OS | EI | HPC | MMU   | PI   |
|---|-------|-------|-------|-------|-----------------------|-------|-------|-------|---|----|-------|----|----|-----|-------|--|
| Camp for children,<br>including music or art<br>camp  | Y     | Y     | S     | S     | S                     | S     | S     | N     | N | N  | N     | Y  | S  | Y   | N     | Y;<br>within<br>decom-<br>mis-<br>sioned<br>school<br>build-<br>ings<br>only |
| Campground  | S     | S     | N     | N     | N                     | N     | N     | N     | N | N  | N     | S  | N  | S   | N     | N  |
| Riding stable   | S     | S     | S     | S     | N                     | N     | N     | N     | N | N  | N     | Y  | S  | Y   | N     | N  |
| Golf course   | Y     | Y     | Y     | Y     | N                     | N     | N     | N     | N | N  | S     | Y  | N  | Y   | N     | N  |
| Golf driving range  | N     | N     | N     | N     | N                     | N     | N     | S     | N | N  | S     | N  | N  | N   | N     | N  |
| Miniature golf course   | N     | N     | N     | N     | N                     | N     | S     | Y     | N | N  | N     | N  | N  | N   | N     | N  |
| Bowling alley   | N     | N     | N     | N     | N                     | N     | S     | Y     | S | N  | N     | N  | N  | N   | S     | N  |
| Skating/rolling rink  | N     | N     | N     | N     | N                     | N     | S     | Y     | S | N  | N     | N  | S  | N   | Y     | N  |
| Billiards parlor  | N     | N     | N     | N     | N                     | N     | S     | Y     | S | N  | S     | N  | S  | N   | Y     | Y  |
| Health club   | N     | N     | N     | N     | N                     | N     | S     | Y     | Y | Y  | N     | N  | S  | N   | Y     | N  |
| Theater   | N     | N     | N     | N     | N                     | N     | S     | Y     | Y | Y  | N     | N  | N  | N   | Y     | N  |
| Playground/park   | Y     | Y     | Y     | Y     | Y                     | Y     | Y     | Y     | Y | Y  | N     | Y  | Y  | Y   | Y     | Y;   |
| Open space  | Y     | Y     | Y     | Y     | Y                     | Y     | Y     | Y     | Y | Y  | Y     | Y  | Y  | Y   | Y     | within<br>decom-<br>mis-<br>sioned<br>school<br>build-<br>ings<br>only       |
| Recreational or athletics<br>school   | N     | N     | N     | N     | N                     | N     | Y     | Y     | Y | Y  | N     | N  | S  | S   | S     | Y  |
| Nonprofit community or<br>education center  | S     | S     | S     | S     | S                     | S     | Y     | Y     | Y | Y  | N     | Y  | Y  | Y   | Y     | Y  |
| Boatyard/marina   | S     | S     | S     | S     | N                     | N     | N     | N     | N | Y  | Y     | N  | N  | N   | N     | N  |
| Yacht club  | S     | S     | S     | S     | N                     | N     | N     | N     | N | Y  | Y     | N  | N  | N   | N     | N  |
| Air-supported structure   | N     | N     | N     | N     | N                     | N     | N     | N     | N | N  | N     | N  | N  | N   | N     | N  |
| ACCESSORY USES†   | S*(5) | S*(5) | S*(5) | S*(5) | S*(5)                 | S*(5) | S*(5) | S*(5) | N | N  | S*(5) | N  | N  | N   | S*(5) | N  |
| Prefabricated relocatable<br>steel buildings, box trail-<br>ers, or shipping or cargo<br>containers | S*(5) | S*(5) | S*(5) | S*(5) | S*(5)                 | S*(5) | S*(5) | S*(5) | N | N  | S*(5) | N  | N  | N   | S*(5) | N  |

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## BRISTOL TOWN CODE

| ZONING DISTRICTS   | R-80 | R-40 | R-20 | R-15 | R-10SW<br>R-8 | R-6 | LB | GB | D | Wt | M  | OS   | EI | HPC                          | MMU | PI |
|--|------|------|------|------|---------------|-----|----|----|---|----|----|------|----|------------------------------|-----|----|
| Above ground propane tanks larger than 500 gallons   | N    | N    | N    | N    | N             | N   | N  | S* | N | N  | S* | N    | N  | N                            | N*  | N  |
| Outdoor wood boiler(6)   | Y    | Y    | Y    | Y    | Y             | N   | N  | Y  | N | N  | Y  | Y    | Y  | Y                            | Y   | N  |
| Wireless telecommunications antenna on an existing structure, subject to section 28-147      | Y    | Y    | Y    | Y    | Y             | Y   | Y  | Y  | Y | Y  | Y  | Y    | Y  | Y                            | Y   | S  |
| Wireless telecommunications facility, including tower, subject to sections 28-147 and 28-150 | N    | N    | N    | N    | N             | N   | S  | S  | S | S  | S  | S    | S  | S                            | S   | S  |
| Drive-thrus  | N    | N    | N    | N    | N             | N   | N  | S* | N | N  | N  | N    | N  | N                            | S*  | N  |
| Gift shop  | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| Administrative services  | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| Caretaker's residence  | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | Y(7) | N  | (See section 28-356 et seq.) | N   | N  |
| MARIJUANA RELATED USES   |      |      |      |      |               |     |    |    |   |    |    |      |    |                              |     |    |
| Compassion center  | N    | N    | N    | N    | N             | N   | N  | S* | N | N  | N  | N    | N  | N                            | S*  | N  |
| Medical marijuana cultivation center   | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| Medical marijuana emporium   | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| Non-medical marijuana retail sales   | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| UTILITIES  |      |      |      |      |               |     |    |    |   |    |    |      |    |                              |     |    |
| Accessory use solar energy system, subject to sections 28-158 through 28-160                 | Y    | Y    | Y    | Y    | Y             | Y   | Y  | Y  | Y | Y  | Y  | N    | Y  | Y                            | Y   | Y  |
| Accessory use solar canopy over parking lot (parking lot would be principal use)             | N    | N    | N    | N    | N             | N   | N  | Y  | N | N  | Y  | N    | Y  | N                            | Y   | N  |
| Principal use solar energy system  | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |
| Ground mounted solar   | N    | N    | N    | N    | N             | N   | N  | N  | N | N  | N  | N    | N  | N                            | N   | N  |

## ZONING

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| ZONING DISTRICTS  | R-80 | R-40 | R-20 | R-15 | R-10<br>R-10SW<br>R-8 | R-6 | LB | GB | D  | W† | M  | OS | EI | HPC | MMU | PI |
|---|------|------|------|------|-----------------------|-----|----|----|----|----|----|----|----|-----|-----|----|
| Large-scale ground-mounted solar photovoltaic facility, located on a remediated and restricted contamination site or a contaminated site pending remediation, as a major land development project subject to sections 28-286 through 28-291 | N    | N    | N    | N    | N                     | N   | S* | S* | S* | S* | S* | N  | S* | N   | S*  | N  |
| Large-scale ground-mounted solar photovoltaic facility on a closed and capped landfill subject to sections 28-286 through 28-290  | N    | N    | N    | N    | N                     | N   | N  | N  | N  | N  | N  | N  | N  | N   | N   | Y  |

Notes:

\* See special use standards in section 28-150.

† In the W (waterfront) zone, other than for single, two-family, three-family, four-family dwellings or in an urban rehab land development project; retail business, office uses, marine trades industries, restaurants, cafes, and/or delis are required on the first floor within 50 feet of the front lot line.

†† See section 28-356 et seq. for additional language regarding accessory uses in the HPC zone.

††† See section 28-150(e) et seq. for additional language regarding the keeping of chicken hens.

See sections 28-150(h) and 28-281 for formula business (as defined in section 28-1) in the historic district zone which also require a special use permit.

(1) Two household dwellings may be permitted in the R-15 and R-20 zoning districts provided that at least one unit is deed restricted as an affordable housing unit under the Low to Moderate Income Housing Act.

(2) On state-owned land.

(3) Except as provided per section 28-153, home occupations.

(4) Only if not within 200 feet from a residential zone or residential use.

(5) Not more than one prefabricated relocatable steel building, box trailer or shipping or cargo container shall be permitted as of right for a single period of no longer than 60 days as a temporary use of any property by the property owner. The temporary use must first be approved by a permit from the building official and zoning enforcement officer to ensure compliance with standards of section 28-150(i). During that 60-day period, a property owner may apply to the zoning board for a special use permit to maintain the structure for an extended period of time.

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## BRISTOL TOWN CODE

- (6) See chapter 10, article V of the Bristol Town Code for additional regulation of outdoor wood boilers.
- (7) One dwelling for a caretaker may be constructed if the property has more than 20 acres.  
(Ord. No. 2013-15, 10-9-13; Ord. No. 2015-15, 12-16-15; Ord. No. 2017-03, 4-26-17; Ord. No. 2018-12, 7-11-18; Ord. No. 2018-18, 2-6-19; Ord. No. 2019-07, 6-26-19; Amend. of 1-27-21)



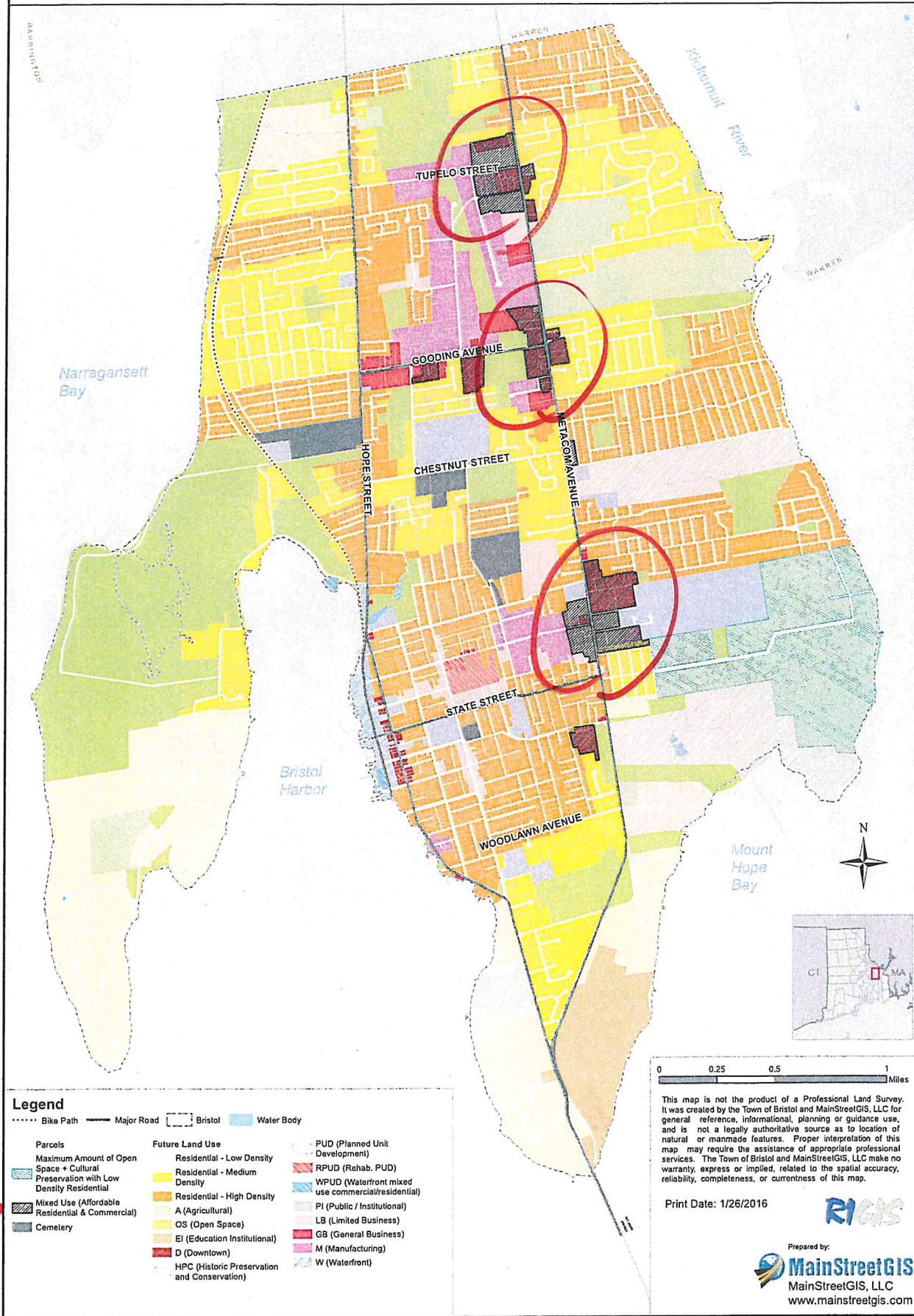


# Town of Bristol

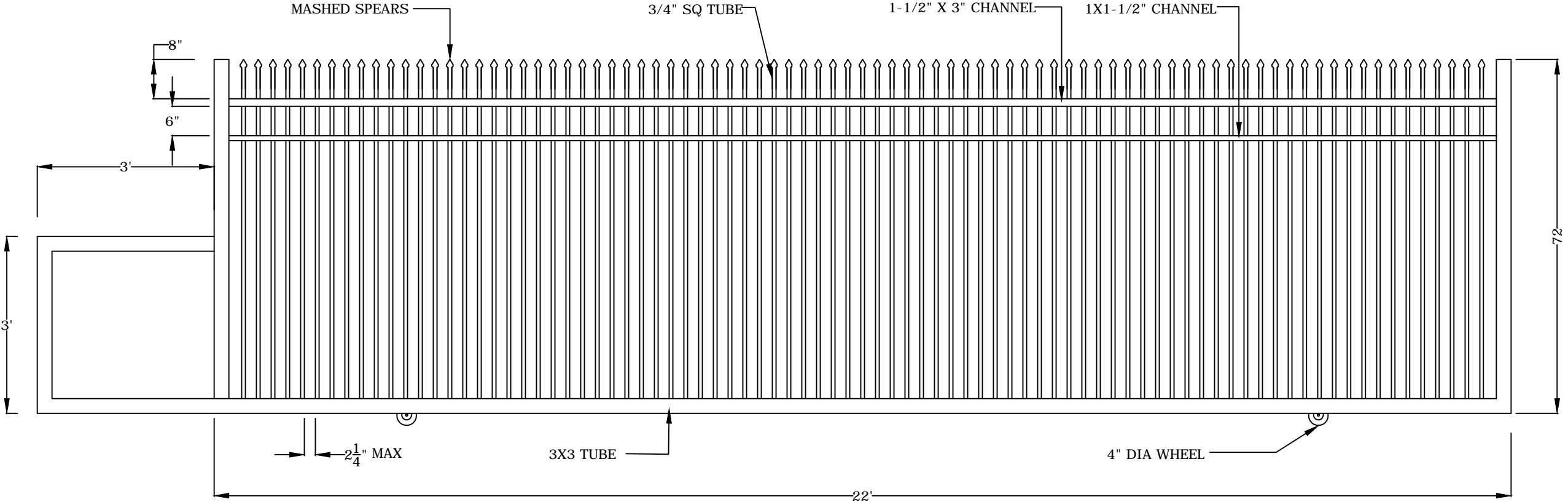
Rhode Island  
Comprehensive Plan, 2016

## MAP 5B

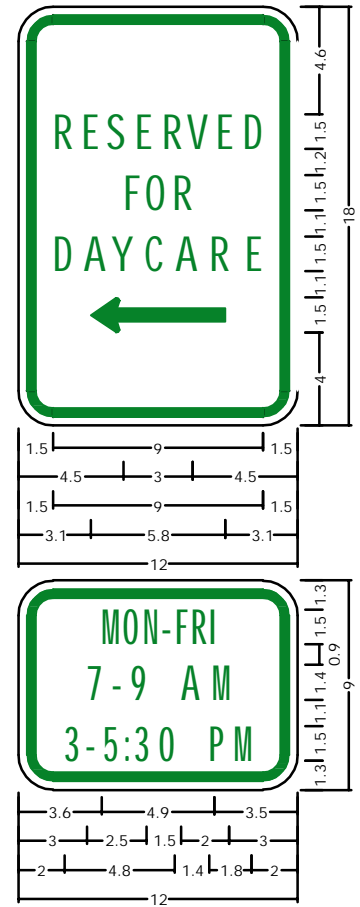
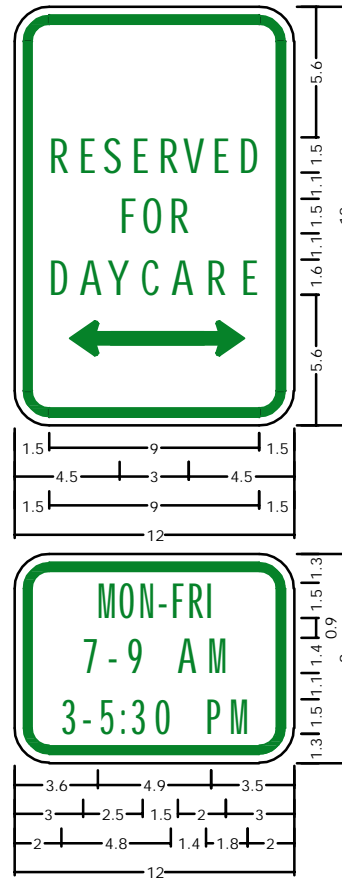
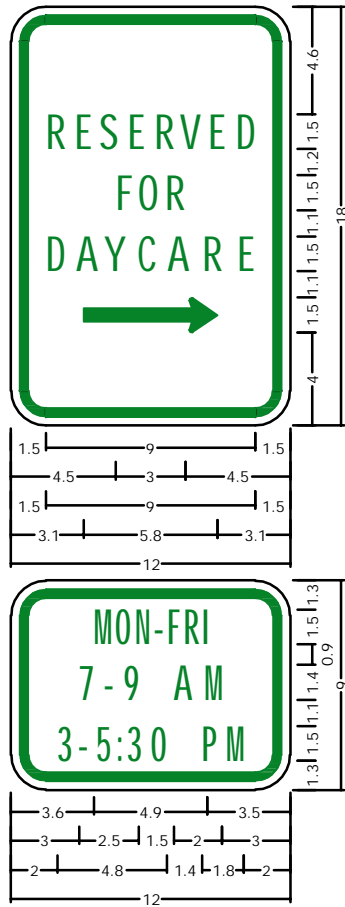
### Future Land Use



- NOTES:
- 1. MATERIAL IS ALUMINUM
  - 2. POWDER COAT FINISH



|   |   |  |  |               |
|---|---|--|--|---------------|
| ACCURATE<br>ELECTRONICS, INC.<br>727-533-0295 | DESCRIPTION<br><br>SINGLE SLIDE GATE UL325 LISTED WITH 2 1/4" SPACING ON PICKETS<br><br>JDA | JOB NAME: ST RD 54 & CURLEY ROAD, / WESLEY CHAPEL FL |  |               |
|   |   | DRAWN BY: CES  |  | CHK'D BY:     |
|   |   | SCALE: 1/2" = 1'0"                                   |  | DATE: 1-23-17 |
|   |   | DWG. NO.: E-1  |  | SHT.: OF      |
|   |   | REV.:  |  | REV.:         |



**Bristol Self Storage**  
Bristol, Rhode Island

**Parking Sign Detail**  
Scale = None



## CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this \_\_\_\_ day of August, 2022, by DXD SS F1 Land LLC, a Delaware limited liability company (hereinafter “Grantor”), to the Town of Bristol, Rhode Island, a Rhode Island municipal corporation with offices at 10 Court Street, Bristol, RI 02809 (“Grantee”).

WHEREAS, Grantor is the owner of that certain property depicted on the Plan of Subdivision entitled “Bristol Self Storage A.P. 41 Lot 4 180 Mount Hope Avenue Bristol, Rhode Island”, prepared by Northeast Engineers & Consultants, Inc., dated [date], said plan having been approved by the Planning Board of the Town of Bristol, Rhode Island by Decision recorded in the Land Evidence Records of the Town of Bristol on [date] in Book \_\_\_\_, Page \_\_\_\_, and said plan being recorded in the Land Evidence Records of the Town of Bristol on [date], as document no. \_\_\_\_, Book \_\_\_\_, Page \_\_\_\_ (the “Premises”);

WHEREAS, portions of the Premises possess a unique, natural character, said portions being designated on the Plan as “\_\_\_\_\_” (hereinafter, the “Open Space”) and which are required to be preserved in perpetuity as undeveloped, open space for the benefit of the public, as set forth by the Planning Board Decision of May 2022, recorded in Book \_\_\_\_, Page \_\_\_\_ of the Land Evidence Records of the Town of Bristol, said requirement made pursuant to the authority of Article 28 of the Bristol Town Code and Article 6.1 of the Town of Bristol Subdivision and Development Review Regulations;

WHEREAS, Grantor and Grantee recognize the value of the unique, natural character of the Open Space and acknowledge the stated purpose to conserve the unique, natural character of the Open Space, and to prevent the use or development of the Open Space for any purpose or in any manner that would conflict with the maintenance and preservation of the Open Space in its current, natural, scenic, and open condition;

WHEREAS, Grantor, as the owner of the Open Space, on behalf of its successors and assigns, intends to convey to Grantee the right to preserve and protect the value of the unique, natural character of the Open Space in perpetuity; and

WHEREAS, Grantor acknowledges that this grant of conservation easement is a condition for Final Subdivision Approval, as granted by the Town of Bristol Planning Board, and the conveyance of this Conservation Easement is not intended to create any affirmative duties, obligations or liabilities of the Town of Bristol as Grantee.

NOW THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein and in consideration of TEN DOLLARS (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and pursuant to the laws of the State of Rhode Island, and in particular Title 34, Chapter 39 and Title 45, Chapter 36 of the General Laws of Rhode Island, as amended, Grantor hereby voluntarily grants and conveys unto Grantee a Conservation Easement in perpetuity over the Open Space which is intended to run with the land as a real covenant and is not personal in nature or in interest, for the preservation of its unique, natural character, to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Open Space will be retained forever in its open, natural, scenic, agricultural, and ecological condition. Grantor intends that this Conservation Easement will confine the use of the Open Space to those uses set forth in section 3 herein, including, but not limited to, the maintenance of the Open Space to preserve its natural values.

2. Rights of Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement:

- a. To preserve and protect the conservation values of the Open Space;
- b. To enter upon the Open Space at all reasonable times with notice to the Grantor in order to: (i) monitor and inspect Grantor's, or its successors or assigns, compliance with the covenants and purposes of this Conservation Easement, (ii) enforce the terms of this Conservation Easement, (iii) take any and all actions as may be necessary or appropriate, with or without order of court, to remedy or abate violation hereof; and (iv) after prior notice to Grantor, or its successors or assigns, to observe and study nature, make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Open Space by Grantor.
- c. To prevent any activity or use of the Open Space that is inconsistent with the purpose of this Conservation Easement.
- d. To require restoration of such areas or features of the Open Space that may be damaged by any inconsistent activity of use.

3. Rights of Grantor: Grantor reserves for itself, its heirs, successors and assigns, the following reserved rights:

- a. To use the Open Space for the following enumerated uses and for all purposes not inconsistent with this Conservation Easement:
  - i. To maintain areas of significant or outstanding natural value, conservation areas, wildlife preserves, bird sanctuaries, or areas of scenic, historic or archaeological value;
  - ii. To act as buffer between adjacent or nearby areas or neighboring streets or property. Such buffer may contain fences or other natural or architectural screens.
  - iii. To create landscaped areas such as lawns, fields, wooded areas, plantings, or gardens.
  - iv. To provide pedestrian facilities such as walks, footpaths or bridges.

The following uses of the Open Space may be permitted subject to the limitations provided:

- i. Underground utilities and/or drainage facilities such as stormwater retention or detention areas may be located within the Open Space, provided that such facilities are incorporated into the landscape of the

Open Space and occupy no more than 20% of the Open Space.

- b. To sell, give or otherwise convey the Open Space Parcels or any interest in the Open Space Parcels, provided such conveyance is subject to the terms of this Conservation Easement and the Management Plan.
- c. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Open Space, the Grantee's interest in the Open Space, and the protected conservation values.
- d. Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Open Space.

4. No Public Access. Nothing herein shall be construed as permitting public access to the Open Space.

5. Prohibited Activities and Uses. Any activity on or use of the Open Space inconsistent with the purpose of this Conservation Easement and/or the Management Plan is prohibited. Without-limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, above, and below the Open Space:

- a. The subdivision of the Open Space Parcels or the disturbance or change in the natural habitat that would be inconsistent with the conservation values.
- b. The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, tennis courts, swimming pools, asphalt driveways, roads, parking lots, utility poles, towers, conduits, or lines or other structures, other than those structures currently on the Open Space and as may be permitted pursuant to paragraph 3 above and the Management Plan. No commercial or industrial activity of any kind shall be permitted on the Open Space, except as set forth in the Management Plan.
- c. Any ditching, draining, digging, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any building of roads or change in the topography of the land in any manner except the maintenance of existing foot trails and as may be allowed in paragraph 3 above and the Management Plan.
- d. No portion of the Open Space Parcels may be used toward building or development requirements on this or any other parcel.
- e. The disruption, removal, or destruction of the stone walls on the Open Space.
- f. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation.

- g. Any other use of the Open Space Parcels or activity thereon which is inconsistent with the purpose of this Conservation Easement and the Management Plan.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, water resource protection or environmental values, and to require the restoration of the Open Space to the condition that existed prior to any such injury, costs incurred and reasonable attorney fees to prosecute any such actions to enforce. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Open Space. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Open Space, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Open Space resulting from any causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement.

- a. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.
- b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Grantee, and any forbearance or delay by Grantee to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same of any other term of this Conservation Easement or any of Grantee's rights under this

Conservation Easement.

- a. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

8. General Provisions.

- a. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of Grantor and Grantee and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity on the Premises.
- b. Counterparts. Grantor may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- c. Choice of Law. This Conservation Easement shall be and is deemed to be a conservation restriction under the laws of the State of Rhode Island only, and shall be construed and given effect in accordance with the laws of the State of Rhode Island and not otherwise.
- d. Severability. If any provision of this Conservation Easement or the application hereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Conservation Easement and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be effected thereby, and each term and provision of this Conservation Easement shall be valid and enforceable to the fullest extent permitted by law.
- e. Waiver. No consent or waiver, expressed or implied by either party to or of any breach in the performance by the other party of its agreements hereunder shall be construed as a consent or waiver to or of any breach in the performance by such party of the same or any other agreement. The failure on the part of either party to complain of any such action or inaction on the part of the other or to declare the other in default, no matter how long such failure may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder.
- f. Construction. This Conservation Easement shall not be construed, without regard to any presumption or other rule requiring construction, against the party causing this Conservation Easement to be drafted.

9. Amendments, Assigns and Transfers.

- a. Amendment. This Conservation Easement may only be amended if in writing and by unanimous agreement of Grantor and Grantee. Any party seeking an amendment to this Conservation Easement must provide notice to all other parties and if any party makes a written objection within ten (10) days of receipt of said notice the request for amendment shall be deemed denied. If no such objection is timely made, then the parties shall arrange to meet at a reasonable date, time and place and discuss the requester's request. No party is bound to agree to any request for an amendment by merely attending a meeting or meetings to discuss such amendments. The parties shall endeavor to act in good faith and judiciously act on the requester's request. Any amendments to this Conservation Easement must be signed by all parties and recorded in the Land Evidence of the Town of Bristol to be valid and enforceable.
- b. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization authorized to acquire and hold Conservation Easements under R.I. General Laws 34-39-1 *et seq.* (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
- c. Subsequent Transfers. Granter agrees to incorporate a reference to this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

---

Cameron Paktinat, CDO of DXD SS F1 Land LLC

STATE OF [INSERT STATE]  
COUNTY OF [INSERT COUNTY]

In \_\_\_\_\_ in said County, on the \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

---

NOTARY PUBLIC  
My commission expires:

---

on behalf of the Town of Bristol, Rhode Island

STATE OF RHODE ISLAND  
COUNTY OF BRISTOL

In \_\_\_\_\_ in said County, on the \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

---

NOTARY PUBLIC  
My commission expires:



## STORMWATER SYSTEM OPERATIONS AND MAINTENANCE PLAN

### "Bristol Self Storage"

Assessor's Map 41, Lot 4  
180 Mount Hope Avenue  
Bristol, RI

### Prepared For

DXD SS F1 Land LLC  
1718 Central Avenue SW, Suite B  
Albuquerque, NM 87104

Rev. August 2022



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STORMWATER MAINTENANCE AGREEMENT

## 1.0 INTRODUCTION

### 1.1 SITE INFORMATION FOR AQUIDNECK COMMERCE CENTER

|                        |                                   |
|------------------------|-----------------------------------|
| City / Town:           | Bristol, Rhode Island             |
| Adjacent Roadways:     | Mount Hope Avenue, Dewolf Avenue  |
| Lot(s) identification: | A.P. 41 Lot 4                     |
| Zoning District:       | GB (General Business)             |
| Site Use:              | Storage Facility, Day Care Center |
| Site Area:             | 6.92 Acres                        |
| FEMA Zone and Map:     | Zone "X (Panel 44005C0014H)       |

## 2.0 ADMINISTRATION

### 2.1 RESPONSIBLE PARTIES

The Owner and party responsible for the operation and maintenance of the Stormwater Management System shall be:

**DXD SS F1 Land LLC**  
**1718 Central Avenue SW, Suite B**  
**Albuquerque, NM 87104**

The Owner intends that this Plan shall run with the land and be binding upon the Owner and the Owner's successors and assigns. A copy of this Plan shall be provided to any future property owners. This Section shall be amended as necessary.

Easements across the stormwater system to the Town of Bristol may be provided upon request; however, the Owner is solely responsible for all operation and maintenance. Refer to any stormwater maintenance agreements in Appendix C which may be applicable for this site.

### 2.2 O&M EXPENSES

It is anticipated that the Operation and Maintenance budget will be incorporated into the operating budget of the property. The stormwater facilities will require continual maintenance to operate at peak efficiency. It is anticipated that small equipment and hand labor will typically be required to operate and maintain the system. A small excavator may be required for more intensive maintenance. All operation and maintenance activities and equipment will be funded by the Owner.

### 3.0 GENERAL INSPECTION AND MAINTENANCE

This section contains a general overview of O&M guidelines and documentation procedures. Specific guidance is described in Section 5.0. Appendix A contains applicable Operation, Maintenance and Management Inspection Checklists. Appendix B contains a location map of stormwater features to be maintained and details of the devices which may be referenced during maintenance should any reconstructive measures be undertaken.

#### 3.1 MAINTENANCE INSPECTION SCHEDULE

All stormwater management facilities shall be periodically inspected by a qualified individual. Inspections shall be conducted by a registered professional engineer where the structural or hydraulic integrity of the system is in question or as noted on the inspection checklists. Inspections shall follow the specific guidelines found in the checklists included in Appendix A. Regular inspections of the stormwater system shall be completed at the following intervals:

1. Biannual basis (twice per year)
2. After storm events greater to or equal to a 1-year, 24-hour Type III storm (2.8 inches of precipitation with 24-hours). The following website may be consulted to determine total rainfall for recent storm events in order to determine if an inspection is warranted:

<https://www.wunderground.com/weather/us/ri/bristol/02809>

Conditions may warrant additional inspections throughout the year in order to determine the cause of failure conditions exhibited by the stormwater system. It is the responsibility of the Owner and his qualified inspectors to determine if additional inspections are necessary. Timing of such inspections may be:

1. Pre-storm
2. During a storm event

#### 3.2 TYPES OF MAINTENANCE

Maintenance activities are described in three basic categories based upon the magnitude and type of the maintenance activities performed. A description of each category follows.

### 3.2.1 PREVENTATIVE MAINTENANCE

The most effective way to maintain the stormwater system is to prevent the pollutants from entering them in the first place. Common pollutants include sediment, trash and debris, chemicals, runoff from stored materials, and illicit discharges. The Owner shall implement the following measures to address these potential contaminants. **These activities do not correspond to any maintenance checklists provided in the following sections and should be considered "Good Housekeeping" measures intended to reduce the potential for costly maintenance in the future.**

- Educate employees of how their actions impact water quality, and how they can help reduce maintenance costs;
- Keep the property free of trash and debris;
- Ensure the proper disposal of hazardous wastes and chemicals;
- Plan landscaping care to minimize the use of fertilizers, herbicides, and pesticides. It is recommended that these materials not be kept on site when not in use;
- Sweep paved surfaces and dispose of sweepings properly. Regular sweeping can prevent or delay more costly maintenance that requires the use of more specialized equipment, such as a vacuum truck. The Owner should be aware that lax sweeping will affect stormwater components that they are ultimately responsible for. It is recommended that the paved parking areas be swept at least twice per year;
- Be aware of automobiles leaking fluids. Use absorbents to soak up drippings – dispose of properly (refer to section 2.2.5 of this manual);
- Re-vegetate disturbed and bare areas to maintain vegetative stabilization under the direction of a qualified landscaper.

### 3.2.2 ROUTINE AND MINOR MAINTENANCE

Routine maintenance work to be undertaken by the Owner shall include activities normally performed throughout the year as described in the following sections. Such maintenance consists of isolated or small-scale maintenance and correcting minor operational problems. Most of this work can be completed by a small crew with hand tools, and small equipment. **These maintenance activities are included in the inspection and maintenance checklists and are required according to the intervals specified in Section 3.1 above.**

### 3.2.3 MAJOR MAINTENANCE

This work consists of more complex maintenance/operational problems and system failures. Some of this work may require consultation with a licensed engineer, RIDEM, and/or the Town of Bristol. This work may also require more specialized maintenance equipment, design/details, surveying, or assistance through qualified contractors and consultants. **These maintenance activities may be required as a result of the required inspections and will not need to be performed at regular intervals.**

### 3.2.4 ILLICIT DISCHARGES

The following discharges are prohibited at the site, either into the stormwater system or otherwise:

- Contaminated groundwater, unless specifically authorized by the RIDEM and the Town.
- Wastewater from washout of concrete, unless the discharge is contained and managed by appropriate control measures (applicable during any construction activities).
- Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials (applicable during any construction activities).
- Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance. Proper storage and spill prevention practices must be utilized at all times.
- Soaps or solvents used in vehicle and equipment washing.
- Toxic or hazardous substances from a spill or other release.

Should any illicit discharges be detected at any time, the Owner will notify the Bristol Department of Public Works immediately. In the case of extreme discharges, or at the direction of the Town, the Owner shall also notify RIDEM. Any and all cleanup activities shall be completed in coordination with these agencies. All recovered material following a spill of illicit materials shall be disposed of in accordance with the mandates of RIDEM.



### 3.2.5 SPILL PREVENTION AND CONTROL

Any chemicals and/or hazardous waste material must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for any such material delivery and storage. All areas where potential spills can occur and their accompanying drainage points must be identified in order for prevention to be possible. The owner and operator must establish spill prevention and control measures to reduce the chance of spills, stop the source of spills, contain and clean-up spills, and dispose of materials contaminated by spills. The site manager must establish and make highly visible location(s) for the storage of spill prevention and control equipment and provide training for personnel responsible for spill prevention and control on the construction site. The following table lists specific potential sources of spills, the associated risks, and the applicable preventative measures.

| Potential Source of Pollution                          | Risk  | Preventative Measures  |
|--|---|--|
| Oil, gasoline, or hydraulic fluid leaks from vehicles  | Oil or fluid leaks entering the drainage system or polluting downstream properties              | <p>The potential for fuel or fluid leaks from vehicles on site will be minimized by regular inspection of the site for spills or evidence of contamination in paved areas.</p> <p>All vehicles on site will be monitored for leaks.</p> <p>Any petroleum products used on site will be stored in tightly sealed containers, all of which will be clearly labeled.</p> <p>Following any spill absorbent material will be placed over the area to collect excess fluid. The absorbent material will be replaced and disposed of properly when saturated.</p> |
| Temporary site toilet facilities (during construction) | Leaks and or overflows from temporary site toilets.   | The General Contractor will ensure that temporary site toilets are maintained in good working order.   |
| Stored construction materials                          | Leakage of stored materials entering the drainage system and hence downstream receiving waters. | <p>The owner will ensure that all materials stored on site are placed in suitable leak-proof containers.</p> <p>Materials such as cement and asphalt will be stored in covered, weatherproof facilities only. Diesel, or other fuel stored on site will be stored in approved containers, with containment areas where required.</p> <p>All site materials storage facilities will be clearly labeled and adequate measures will be taken to ensure that spills can be isolated within the storage area.</p>   |

### 3.2.6 MAINTENANCE REPORTING

At the request of the Town, submittal of the required inspection forms and inspector qualifications **may** be provided on an annual basis. Requirements of annual reporting will be determined during the town permitting process. Any resulting agreements with the Town will be included in this report in Appendix C.

## 4.0 LAWN, GARDEN, AND LANDSCAPE MANAGEMENT (PREVENTATIVE MAINTENANCE)

Grasses require more water and attention than alternative groundcovers, flowers, shrubs, or trees. Alternatives to turf are especially recommended for problem areas such as lawn edges, frost pockets, shady spots, steep slopes, and soggy areas.

### 4.1 GRASS

Grass seed is available in a wide range of cultivated varieties. The Owner should consult a landscape expert to choose the grass type that matches the site conditions, and is consistent with the Owners desired level of maintenance.

### 4.2 MOWING AND MANAGEMENT

To prevent insects and weed problems, the Owner should mow high, mow frequently, and keep mower blades sharp. Lawns should not be cut shorter than 2 to 3 inches, because weeds can grow more easily in short grasses. Grass can be cut lower in the spring and fall to stimulate root growth, but not shorter than 1 ½ inches.

### 4.3 FERTILIZATION

If fertilizing is desired, consider the following points:

- Most lawns require little or no fertilizer to remain healthy. Fertilize no more than twice a year - once in May-June, and once in September-October;
- Fertilizers are rated on their labeling by three numbers (e.g., 10-10-10 or 12-4-8), which refer to their Nitrogen (N) – Phosphorus (P) – Potassium (K) concentrations. Fertilize at a rate of no more than ½ pound of nitrogen per 1000 square feet, which can be determined by dividing 50 by the percentage of nitrogen in the fertilizer;
- Apply fertilizer carefully to avoid spreading on impervious surfaces such as paved walkways, patios, driveways, etc., where the nutrient can be easily washed into storm drains or directly into surface waters;
- To encourage more complete uptake, use slow-release fertilizers that is those that contain 50 percent or more water-insoluble nitrogen (WIN);
- Grass blades retain 30-40 percent of nutrients applied in fertilizers. Reduce fertilizer applications by 30 percent, or eliminate the spring application of fertilizer and leave clippings on the lawn where they will degrade and release stored nutrients back to the soil; and
- Fertilizer should not be applied when rain is expected. Not only does the rain decrease fertilizer effectiveness, it also increases the risk of surface and ground water contamination.

#### 4.4 WEED MANAGEMENT

The Owner must decide how many weeds can be tolerated before action is taken to eradicate them. To the extent practicable, weeds should be dug or pulled out. If patches of weeds are present, they can be covered for a few days with a black plastic sheet. This process kills the weeds while leaving the grass intact. If weeds blanket a large enough area, the patch can be covered with clear plastic for several weeks, effectively "cooking" the weeds and their seeds. The bare area left behind after weeding should be reseeded to prevent weeds from growing back. As a last resort, the property manager may use chemical herbicides to spot treat weeds.

#### 4.5 PEST MANAGEMENT

Effective pest management begins with maintenance of a healthy, vigorous lawn that is naturally disease resistant. The Owner should monitor plants for obvious damage and check for the presence of pest organisms. Learn to distinguish beneficial insects and arachnids, such as green lacewings, ladybugs, and most spiders, from ones that will damage plants.

When damage is detected or when harmful organisms are present, the Owner should determine the level of damage the plant is able to tolerate. No action should be taken if the plant can maintain growth and fertility. If controls are needed, there are a variety of low-impact pest management controls and practices to choose from, including the following:

- Visible insects can be removed by hand (with gloves or tweezers) and placed in soapy water or vegetable oil. Alternatively, insects can be sprayed off a plant with water, or in some cases vacuumed off of larger plants;
- Store-bought traps, such as species- specific, pheromone-based traps or colored sticky cards, can be used;
- Sprinkling the ground surface with abrasive diatomaceous earth can prevent infestations by soft-bodied insects and slugs. Slugs can also be trapped by falling or crawling into small cups set in the ground flush with the surface and filled with beer;
- In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of. (Pruning equipment should be disinfected with bleach to prevent spreading the disease organism);
- Small mammals and birds can be excluded using fences, netting, tree trunk guards, and, as a last resort, trapping. (In some areas trapping is illegal. Property owners should check local codes if this type of action is desired); and
- The Owner can encourage/attract beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species. These desirable organisms can be introduced directly or can be attracted to the area by providing food and/or habitat.

If chemical pesticides are used, the Owner should try to select the least toxic, water soluble and volatile pesticides possible. All selected pesticides should be screened for their potential to harm water resources. When possible, pesticides that pose the least risk to human health and the environment should be chosen. A list of popular pesticides, along with their uses, their toxicity to humans and wildlife, EPA's toxicity rating, and alternatives to the listed chemicals, is available from *The Audubon Guide to Home Pesticides*, (<http://www.audubon.org/bird/pesticides/>).

#### **4.6 SENSIBLE IRRIGATION**

Established lawns need no more than one inch of water per week (including precipitation) to prevent dormancy in dry periods. Watering at this rate should wet soil to approximately 4-6 inches and will encourage analogous root growth. If possible, use timers to water before 9:00 a.m., preferably in the early morning to avoid evaporative loss. Use drought-resistant grasses (see "grass selection" above) and cut grass at 2-3 inches to encourage deeper rooting and heartier lawns.

## 5.0 ROUTINE MAINTENANCE OF STORMWATER DEVICES

### 5.1 SAND FILTER

A Sand Filter is designed to capture and temporarily store the water quality storm runoff volume and pass it through a sand media layer. In areas of shallow water tables or poorly draining soils, the media is lined with an impermeable membrane and the filtered runoff is collected by an underdrain. This treated runoff is then discharged downgradient. High flow runoff from the sand filter passes over overflow weirs to the perimeter wetlands. The sand filter is not intended to have a permanent pool and should drain within 24 hours. The filter bed is planted with water tolerant grasses selected from the Rhode Island Coastal Plant Guide or Appendix B of the RIDISM.

The stormwater design for this development includes the following sand filters.

- |                   |   |
|-------------------|---|
| 1. Device ID:     | SF-1  |
| Location:         | south of self storage facility                          |
| Lined or Unlined: | Lined   |
| Outlet Structure: | 4' diameter concrete outlet structure in berm of filter |

#### 5.1.1 REQUIRED SAND FILTER MAINTENANCE

The sand filter shall be inspected following at least the first two precipitation events of at least 1.0 inch to ensure that the system is functioning properly. Thereafter, the filter should be inspected at least annually and after storm events of greater than or equal to the 1-year, 24-hour Type III precipitation event (2.8 inches). These maintenance objectives are focused on preserving the hydraulic and removal efficiency and maintaining structural integrity and include the following:

1. The slopes of the sand filter shall be inspected for erosion and gulying. Inlet areas shall be reinforced if they are found to be deficient or erosion is present at the overflow outlet. All material, including any trash and/or debris from all areas within the extents of the filter shall be disposed of in accordance with all applicable regulations. The overflow weir shall be inspected for structural faults.
2. Any areas within the extents of the sand filter that are subject to erosion or gulying shall be replenished with the original design material and re-vegetated according to the design drawings. Slope protection material shall be placed in areas prone to erosion. Embankment stability shall be verified by inspecting for seepage and burrowing animals.

The following maintenance tasks shall be completed on an annual basis.

1. Silt/sediment shall be removed from the sand filter bed annually, when accumulation exceeds one inch, or when the filtering capacity of the device diminishes substantially. This material shall be disposed of in accordance with all applicable regulations.



2. Mow the grass around the perimeter of and within the sand filter, seed bare areas, and remove litter and debris at least three times per growing season to maintain maximum grass heights less than twelve inches.
3. Remove any invasive vegetation within the extents of the sand filter. Any invasive vegetation encroaching upon the perimeter of the filter shall be pruned or removed if it is prohibiting access to the device, compromising sight visibility, and/or compromising the original design intent.
4. If dead or dying grass on the bottom is observed, check to ensure that water drains down within two days following storms. If standing water is observed more than 48 hours after a storm event, then the top six (6) inches of sand shall be removed and replaced in kind. If discolored or contaminated material is found below this removed material, then that material shall also be removed and replaced in kind until all contaminated sand has been removed from the filter media. The sand shall be disposed of in accordance with all applicable regulations.

## 5.2 QUALIFYING PERVIOUS AREA (QPA)

A QPA is a natural or landscaped vegetated area that can remove the water quality requirement for a disconnected area of impervious surfaces. A QPA must have a minimum of 4 inches of topsoil or organic material what is located outside of regulated wetland areas and regulated buffers to wetlands.

The stormwater design for this development includes the following QPAs:

- |                     |  |
|---------------------|--|
| 1. Location:        | Downstream of paved access road leading to Dewolf Ave.               |
| Surface:            | Natural vegetation that may be supplemented by appropriate plantings |
| Discharge location: | Perimeter wetlands   |

### 5.2.1 REQUIRED QPA MAINTENANCE

General inspections shall be conducted on a biannual basis and after storm events greater than or equal to the 1-year, 24-hour Type III precipitation event (2.8 inches). The maintenance objectives for this device include sediment removal, preventing erosion, and ensuring 100% coverage of appropriate plantings. These inspections include the following:

1. Sediments in the QPA and in the stone level spreader shall be removed and disposed of at a licensed off-site facility.
2. Any areas of ponding shall be re-graded, tilled to a depth of eighteen (18) inches, and revegetated.
3. Areas of observed erosion shall be restabilized with appropriate grasses of vegetation. Upstream areas of the stone level spreader shall be reconstructed according to the original design detail as necessary to ensure that flow does not concentrate into these areas. This work shall be carried out by a qualified contractor under the direction of the project engineer.

4. If dead or dying vegetation is observed within the QPA, the affected area shall be tilled to a depth of eighteen (18) inches and reseeded / replanted. All work shall be carried out by a qualified contractor under the direction of a landscape architect.
5. The stone level spreader shall be inspected for missing stones or invasive plants. Any invasive plantings shall be removed and the stone shall be supplemented with similar stone material.

### **5.3 GRASS FILTER STRIP**

The grassed filter strip is intended to pre-treat sheet flow from adjacent impervious areas by slowing runoff velocities and filtering out sediments and other pollutants and providing some measure of infiltration into the underlying soils.

The stormwater design for this development includes the following grass filter strips;

1. Location: Directly downstream of paved areas to the rear of the self-storage facility

#### **5.3.1 REQUIRED GRASS FILTER STRIP MAINTENANCE**

Maintenance inspections shall include the following tasks. In addition to the scheduling provided in Section 3.0, filter strips should be inspected at least quarterly during the first year of operation and biannually thereafter. All inspections shall be carried out using the checklists provided in Appendix A of this document:

1. Ensure that grass remains established. If not, the grass should be replaced with an alternative species. Consult with a qualified landscape architect or landscape service provider.
2. Evidence of erosions and concentrated flows within the filter strip must be corrected immediately. Eroded spots must be reseeded and mulched to enhance a vigorous growth and prevent future erosion problems.
3. The bulk of accumulated sediments will be trapped at the initial entry point of the filter strip. These deposited sediments shall be removed manually at least once per year or when the accumulated sediments cause a change in the grade elevation. These changes in grade can cause channeling in adjacent areas of the strip thereby requiring more intensive maintenance. Reseeding may be necessary to repair areas damaged during the sediment removal process.
4. Should areas of concentrated surface runoff be observed entering the filter strip, the Owner should consult a registered professional engineer to determine a strategy to eliminate these conditions.

## 6.0 APPENDICES



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**APPENDIX A      OPERATION AND MAINTENANCE CHECKLISTS**

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**Bristol Self Storage**  
**180 Mount Hope Ave. Bristol RI**

**Inspection Checklist for Lined Sand Filter**

Minimum inspection schedule shall be bi-annual and after major storm events

|                                  |  |
|----------------------------------|--|
| <b>Device Description:</b>       | 24 inch deep grassed depression above 24 inches of sand media  |
| <b>Device Location:</b>          | South of self storage facility   |
| <b>Relevant O&amp;M Section:</b> | Section 5.1  |
| <b>Inspector's Name:</b>         |  |
| <b>Date of Inspection:</b>       |  |
| <b>Date of Last Inspection:</b>  |  |
| <b>Start Time:</b>               |  |
| <b>End time:</b>                 |  |
| <b>Type of Inspection:</b>       | <input type="checkbox"/> Biannual <input type="checkbox"/> Major Storm <input type="checkbox"/> Pre-Storm <input type="checkbox"/> Post Storm <input type="checkbox"/> Other |

| Specific Inspection Requirements  |  |                          |
|---|--|--------------------------|
| Maintenance Activity  | Is Status Satisfactory?                                  | Corrective Action Needed |
| Grassed depression should be inspected for the presence of transported sediments. Should the average depth of sediments exceed one (1) inch, all sediments shall be removed using hand tools. All material removed shall be removed by the operator and disposed of in accordance with all applicable RIDEM regulations. The presence of excessive sediments may indicate a failure or improper maintenance of the hydrodynamic separator. A RI licensed Professional Engineer shall be consulted to determine a corrective course of action. | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Sand filter basin should be inspected for the presence of standing water. Consult section 5.1 of the O&M if condition is found.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The slopes of the sand filter shall be inspected for erosion and gulying. Any eroded areas shall be repaired and reinforced with a seeding of grass. Slope protection material should be placed in areas prone to erosion.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |

**Bristol Self Storage**  
**180 Mount Hope Ave. Bristol RI**

| Specific Inspection Requirements   |  |                          |
|--|--|--------------------------|
| Maintenance Activity   | Is Status Satisfactory?                                  | Corrective Action Needed |
| Reinforce inlet areas with erosion control blankets or stone over a bed of filter fabric if erosion is found.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The outlet structure shall be inspected for structural faults. The cover shall be replaced if missing or damaged. The PVC outlet and inlet pipes shall be inspected for obstruction. The inlet pipe is intended to have a cap drilled into its face in order to meter outflow from the basin. This cap is to be replaced if missing or damaged   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The sump of the concrete outlet structure shall be inspected for the presence of sediments. Should sediment depth exceed 50% of the sump, the sediments shall be removed with a vacuum truck or by hand. Excessive sediments within this sump may indicate that the media liner has failed and it is being transported out of the outlet pipe. A licensed engineer should be consulted should the condition persist. | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The concrete overflow weirs shall be inspected for structural faults. In particular, it should be determined that settling of the structures has not occurred. In addition, it should be determined if any stormwater is escaping the filter around the sides of the concrete weirs. Any faults shall be corrected immediately. All work shall be carried out by a qualified contractor.                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Embankments of the filter shall be inspected for seepage and burrowing animals. Pest control will be required should evidence of burrowing animals be required. Any evidence of groundwater seepage shall be brought to the attention of a licensed engineer immediately.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The inspector shall ensure that the grass around the perimeter of the filter has been mowed at least three times per growing season. Following each mowing, bare areas should be seeded. The intention is to maintain a maximum grass height of less than twelve inches within the filter.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| During inspection, remove any invasive vegetation within the extents of the filter. Any invasive vegetation encroaching upon the perimeter of the filter shall be pruned or removed.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |

**Bristol Self Storage**  
**180 Mount Hope Ave. Bristol RI**

**Inspection Checklist for Qualifying Pervious Area (QPA)**

Minimum inspection schedule shall be annual and after major storm events

|                                  |  |
|----------------------------------|--|
| <b>Device Description:</b>       | Qualifying pervious area (unbroken area of natural vegetation)   |
| <b>Device Location:</b>          | Directly along the edge of the paved access to the rear of the self storage facility   |
| <b>Relevant O&amp;M Section:</b> | Section 5.2  |
| <b>Inspector's Name:</b>         |  |
| <b>Date of Inspection:</b>       |  |
| <b>Date of Last Inspection:</b>  |  |
| <b>Start Time:</b>               |  |
| <b>End time:</b>                 |  |
| <b>Type of Inspection:</b>       | <input type="checkbox"/> Biannual <input type="checkbox"/> Major Storm <input type="checkbox"/> Pre-Storm <input type="checkbox"/> Post Storm <input type="checkbox"/> Other |

| Specific Inspection Requirements  |  |                          |
|---|--|--------------------------|
| Maintenance Activity  | Is Status Satisfactory?                                  | Corrective Action Needed |
| Sediments in the QPA and in the stone level spreader shall be removed and disposed of at a licensed off-site facility   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Any areas of ponding shall be re-graded, tilled to a depth of eighteen (18) inches, and revegetated   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Areas of observed erosion shall be restabilized with appropriate grasses or vegetation. Upstream areas of the stone level spreader shall be reconstructed according to the original design detail as necessary to ensure that flow does not concentrate into these areas. This work shall be carried out by a qualified contractor under the direction of the project engineer. | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| If dead or dying vegetation is observed within the QPA, the affected area shall be tilled to a depth of eighteen (18) inches and reseeded / replanted. All work shall be carried out by a qualified contractor under the direction of a landscape architect.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The stone level spreader shall be inspected for missing stones or invasive plants. Any invasive plantings shall be removed and the stone shall be supplemented with similar stone material.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |

**Bristol Self Storage**  
**180 Mount Hope Ave. Bristol RI**

**Inspection Checklist for Grassed Filter Strip**

Minimum inspection schedule shall be quarterly in the first year of operation, then bi-annually thereafter, and after major storm events

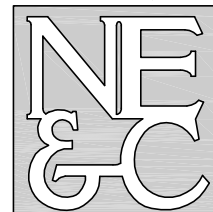
|                                  |  |
|----------------------------------|--|
| <b>Device Description:</b>       | 10 to 20 foot wide vegetated strip   |
| <b>Device Location:</b>          | Directly adjacent to the downstream edge of the pavement to the rear of the self storage facility  |
| <b>Relevant O&amp;M Section:</b> | Section 5.3  |
| <b>Inspector's Name:</b>         |  |
| <b>Date of Inspection:</b>       |  |
| <b>Date of Last Inspection:</b>  |  |
| <b>Start Time:</b>               |  |
| <b>End time:</b>                 |  |
| <b>Type of Inspection:</b>       | <input type="checkbox"/> Biannual <input type="checkbox"/> Major Storm <input type="checkbox"/> Pre-Storm <input type="checkbox"/> Post Storm <input type="checkbox"/> Other |

| Specific Inspection Requirements   |  |                          |
|--|--|--------------------------|
| Maintenance Activity   | Is Status Satisfactory?                                  | Corrective Action Needed |
| Ensure that grass remains established. If not, the grass should be replaced with an alternative species. Consult with a qualified landscape architect or landscape service provider.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Evidence of erosions and concentrated flows within the filter strip must be corrected immediately. Eroded spots must be reseeded and mulched to enhance a vigorous growth and prevent future erosion problems.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| The bulk of accumulated sediments will be trapped at the initial entry point of the filter strip. These deposited sediments shall be removed manually at least once per year or when the accumulated sediments cause a change in the grade elevation. These changes in grade can cause channeling in adjacent areas of the strip thereby requiring more intensive maintenance. Reseeding may be necessary to repair areas damaged during the sediment removal process. | <input type="checkbox"/> Yes <input type="checkbox"/> No |                          |
| Should areas of concentrated surface runoff be observed entering the filter strip, the Owner should consult a registered professional engineer to determine a strategy to eliminate these conditions.  |  |                          |

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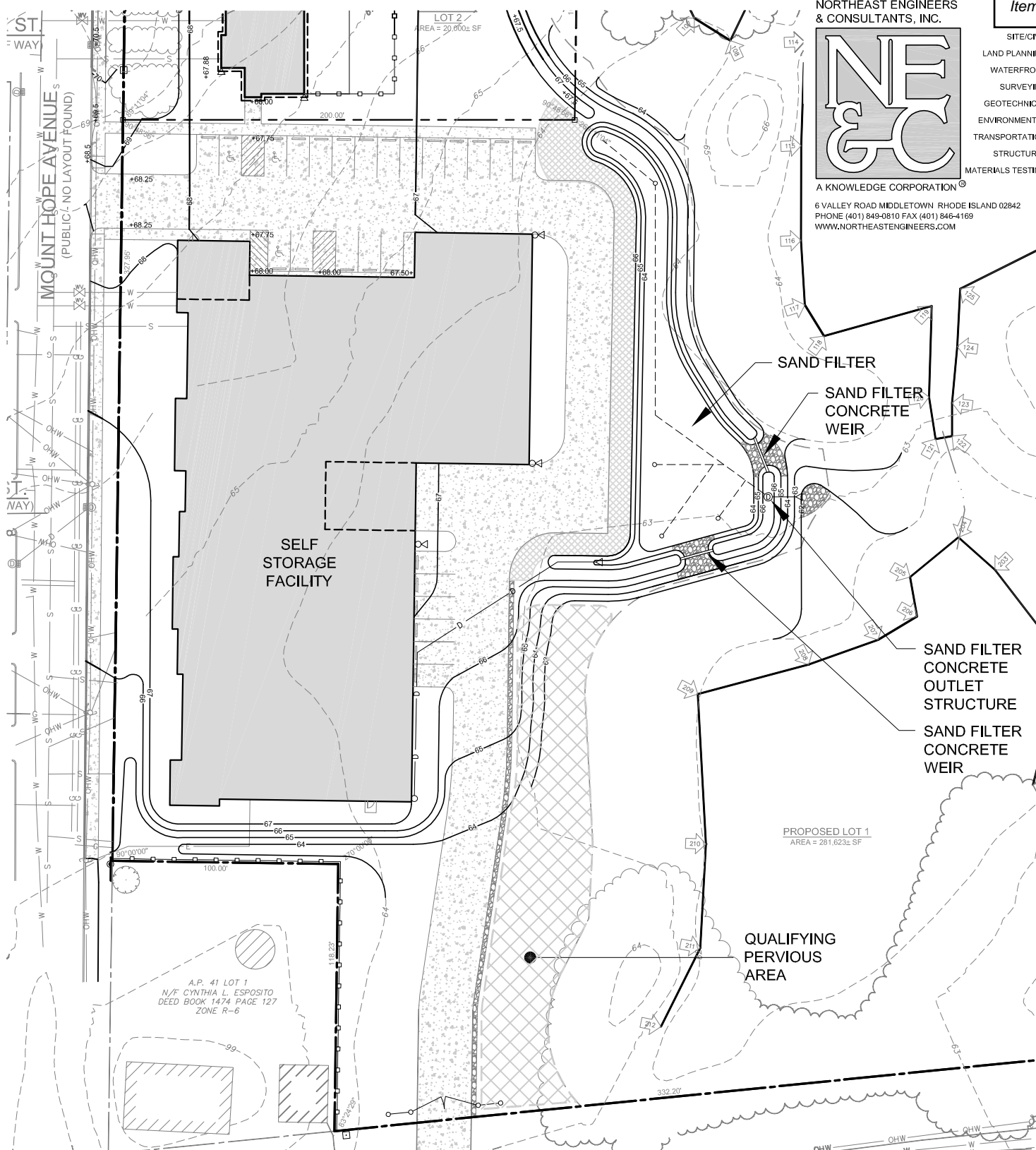
**APPENDIX B      STORMWATER DEVICE MAP AND DRAWINGS**

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|  |        |       |         |                                |     |           |                 |             |     |
|--|--------|-------|---------|--------------------------------|-----|-----------|-----------------|-------------|-----|
| Scale:   | 1"=60' | Date: | 12AUG22 | Designed By:                   | JJR | Drawn By: | JJR             | Checked By: | GES |
| Project Title:   |        |       |         | Drawing Title:                 |     |           |                 |             |     |
| BRISTOL SELF STORAGE<br>180 MOUNT HOPE AVENUE, BRISTOL |        |       |         | STORMWATER DEVICE LOCATION MAP |     |           |                 |             |     |
| Issued for:  |        |       |         | Drawing Number:                |     |           | Project Number: |             |     |
| O&M DOCUMENT   |        |       |         | M-1                            |     |           | 21132.1         |             |     |

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**APPENDIX C      STORMWATER MAINTENANCE AGREEMENT**

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(If required by the municipality, the agreement will be attached here.)



## STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

This Stormwater Management and Maintenance Agreement is made and entered into this \_\_\_\_ day of September, 2022, by and between DXD SS F1 Land, LLC, having an address of 101 Merritt Seven 3<sup>rd</sup> Floor, Norwalk, Connecticut 06851 (hereinafter called the "Landowner"), and the Town of Bristol, a Rhode Island municipal corporation having an address of 10 Court Street, Bristol, Rhode Island 02809 (hereinafter called the "Town").

### WITNESSETH

WHEREAS, Landowner is the owner of certain real property described as Tax Map 41, Lot 40, as recorded by deed in the land evidence records of Bristol (hereinafter called the "Property");

WHEREAS, Landowner is proceeding to build on and develop the Property;

WHEREAS, the Site Plan known as \_\_\_\_\_, hereinafter called the "Plan", which is expressly made a part hereof, as approved by the Town, provides for detention and treatment of stormwater within the confines of the Property;

WHEREAS, the Town and the Landowner agree that the health, safety, and welfare of the residents of Bristol require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Town requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner and its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities (the "Facilities") shall be constructed by the Landowner and its successors and assigns in accordance with the plans and specifications identified in the Plan.
2. The Landowner, their heirs, executors, administrators and assigns, shall adequately maintain the facilities in accordance with the required Operation and Maintenance Plan, a copy of which is attached hereto as Exhibit "A" and made a part hereof. This includes all pipes, channels or other conveyances built to convey storm water to the Facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of stormwater. Adequate maintenance is herein defined as maintaining the Facilities in good working condition so that they continue to operate as originally designed and approved. The Stormwater Best Management Practices Operation Maintenance and Management Checklists attached to the Operation and Maintenance Plan are to be used to establish what good working condition is acceptable to the Town.

3. The inspection and maintenance of the Facilities shall be the obligation of the Landowner and its successors and assigns, and the Town shall not be obligated or liable in any way for the maintenance of said Facilities. In the event that Landowner fails to maintain the facilities as aforesaid, the Town, at its option, may enter upon the premises and perform such maintenance of the Facilities as it deems necessary and in accordance with the requirements of the Operation and Maintenance Plan and thereafter charge the Landowner for the cost of such maintenance. In such event, Landowner shall reimburse the Town upon demand, within (30) days of receipt thereof for all actual costs incurred by the Town hereunder. The recording of a notice of any such charge with a copy of the charge in the Bristol Land Evidence Records shall constitute a lien against the Property until such charge is paid in full. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of Landowner. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said Facilities and in no event shall this agreement be construed to impose any such obligation on the Town.
4. Landowner and its successors and assigns hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the Town deems reasonably necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide Landowner with copies of the inspection findings and a directive to commence with the repairs, if applicable.
5. This Agreement imposes no liability of any kind whatsoever on the Town and the Landowner agrees to hold the Town harmless from any liability in the event the storm water management facilities fail to operate properly.
6. This Agreement shall be recorded among the land evidence records of the Town of Bristol and shall constitute a covenant running with the land, and shall be binding on Landowner and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF BRISTOL

DXD SS F1 Land, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Tess Bolger, Esq.<sup>1</sup>

**RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT** (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between DXD F1 BRISTOL, LLC, a Delaware limited liability company (“**Tract 1 Owner**”) and DXD F1 BRISTOL DC, LLC, a Delaware limited liability company (the “**Tract 2 Owner**”, and Tract 1 Owner and Tract 2 Owner are each referred to herein as an “**Owner**”, and together the “**Owners**”).

**RECITALS**

1. Tract 1 Owner is the owner of certain property located in Bristol, Rhode Island, legally described on Exhibit A attached hereto and made a part hereof (the “**Tract 1**”). The Tract 1 Owner plans to develop Tract 1 as a self-storage facility with accessory uses which developments are generally described and depicted on the site plan attached hereto as Exhibit B (the “**Site Plan**”).

2. Tract 2 Owner is the owner of certain property located in Bristol, Rhode Island, legally described on Exhibit C attached hereto and made a part hereof (“**Tract 2**”, Tract 1 and Tract 2 are each referred to herein as a “**Tract**” and together, the “**Tracts**”). Tract 2 Owner plans to develop Tract 2 as a day care facility and accessory uses. The area shown on the Site Plan as the Proposed 3-Story Storage Building is referred to herein as “**Tract 1**” and the Proposed Day Care parcel is referred to herein as “**Tract 2**”.

3. Tract 1 Owner and Tract 2 Owner desire to grant certain reciprocal easements over Tract 1 and Tract 2 for the benefit of the other Owner (as hereinafter defined), subject to and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the recitals to this Agreement and the mutual promises contained herein, and on the terms set forth herein, Tract 1 Owner and Tract 2 Owner desire (i) to establish mutual, reciprocal, non-exclusive easements to the present and future owners of the Property and their respective tenants, subtenants, employees and invitees, and ingress and egress easements, over and upon the streets, roads, driveways and sidewalks now or hereafter located upon the Property, and those 14 parking spaces shown on Exhibit D attached hereto, (ii) establish a perpetual, non-exclusive stormwater drainage easement over and across Tract 1 as shown on Exhibit E attached hereto to the present and future owners of Tract 2 and their respective tenants, subtenants, employees and invitees, and (iii) to set out other agreements relating to the Property, as set forth herein,

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<sup>1</sup> [NTD: TITLE COMPANY TO CONFIRM RECORDABILITY]

## 1. GRANT OF EASEMENTS

1.1 Access Easement. Subject to the express conditions contained herein, Tract 1 Owner grants unto the present and future owners of Tract 2 and Tract 2 Owner grants unto the present and future owners of Tract 1, and their respective tenants, subtenants, employees and invitees, mutual and reciprocal easements for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Property so as to provide for the passage of motor vehicles and pedestrians over and across the portions of each Tract on which the curb cuts, driveways, drive aisles, walkways and sidewalks are located from time to time, and to and from all abutting streets or rights of way furnishing access to such Property (the “**Access Easement Areas**”). The Owner of each Tract shall have the right to re-locate the Access Easement Areas on its Tract provided that such re-location does not materially adversely interfere with the other Owners’ permanent (as opposed to temporary interference) access, visibility or use of the other Tracts or the abutting streets or rights of way furnishing access to such Tracts.

1.2 Parking Easement. Subject to the express conditions contained herein, Tract 1 Owner grants unto the Tract 2 Owner and their respective tenants, subtenants, employees and invitees, a non-exclusive easement for the parking of motor vehicles in those certain fourteen (14) spaces as shown on Exhibit D attached hereto (the “**Parking Easement Area**”). For so long as a daycare facility is in operation on Tract 2, the parking easement shall be exclusive during days of operation from the hours of 7:00 a.m. to 9:30 a.m. Eastern Time and 3:00 p.m. to 5:30 p.m. Eastern Time.

1.3 Stormwater Drainage Easement. Subject to the express conditions contained herein, Tract 1 Owner grants unto the Tract 2 Owner and their respective tenants and subtenants, a non-exclusive easement for the drainage of stormwater over and across that portion of Tract 1 shown on Exhibit E attached hereto (the “**Stormwater Drainage Easement Area**”). The Tract 2 Owner shall use reasonable and good faith efforts to ensure stormwater is only drained through the Stormwater Drainage Easement Area.

### 1.4 Utility Easements.

(a) Existing Utility Easements. Each Tract is currently or will in the future be encumbered and benefitted by, among other things, certain existing utility easements recorded in the records of Bristol County, Rhode Island (collectively, the “**Utility Easements**”). The Owners shall not unreasonably interfere or permit interference with the function, use and operation of the Utility Easements and utility facilities related to each of the Utility Easements (the “**Facilities**”) lying within their respective Tracts.

#### (b) Use/Location/Modification and/or Relocation of Utility Easements Generally.

(i) No redevelopment of the Property shall unreasonably interrupt the use and operation of the Facilities serving either Tract, nor shall such development increase the burden on the Facilities unless the Facilities are improved at such Owner’s sole cost and expense, and, any disturbance within the Property (or to services provided to the Property) arising from such development shall be restored at such Owner’s expense to the same or as good condition as existed immediately prior to such disturbance.

(ii) In developing or redeveloping the Property, the Owners agree with respect to the Property, to the extent the same are reasonably adequate and/or the use thereof reasonably practicable, to accept the locations of the Utility Easements and Facilities on the other Owner’s Tract (rather than request the other party’s agreement to the encumbrance of additional utility easements and/or the construction of additional Facilities on the other Owner’s Tract). To the

extent that either party deems the Utility Easements or Facilities not practicable, non-existent, or inadequate for its improvements on, or redevelopment of, its own Tract, both parties agree to (a) grant an easement on its Tract for the use of the other, in a location that is mutually acceptable, and/or (b) reasonably cooperate with the other Owner from time to time to effectuate any necessary modifications of the applicable Utility Easements. The grantor Owner may impose reasonable conditions to the grant of any easement.

(iii) Each Owner, as the owner of a servient Tract, reserves the right to: (1) relocate Facilities in the easement areas within its own Tract, so long as they are underground and no permanent structure is constructed over, upon or within the easement areas (other than surface improvements such as paving and landscaping); (2) use all or any part of the easement areas within its own Tract for any purpose which does not unreasonably interfere with the use, occupation and enjoyment of the easement improvements and Facilities (nor increase the burden on such Facilities except on terms and conditions agreeable to the Owners), and (3) grant to others the use of such easement areas within its own Tract for the construction, extension, operation and maintenance of facilities or systems furnishing services to either Owner's Tract, so long as such use does not unreasonably interfere with the use, operation, and maintenance of the Facilities.

(iv) In the event any Owner disconnects from any of the Facilities, finding alternative connection points to provide services to their respective Tract, the party disconnecting shall properly cap and close the prior service connection.

1.5 No Rights to the Public. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the respective grantees referred to hereinabove. The parties hereto further expressly disclaim the creation of any rights in or for the benefit of the public.

1.6 Non-Exclusive. Except as otherwise stated, the easements herein created are not exclusive, and the right is hereby reserved to the owner of any portion of the Property to grant such other easements, rights or privileges over and across its own portion of the Property to such persons and for such purposes as such party in its discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein. For purposes of clarity, each Owner shall have the right to further subdivide their Tract in their sole discretion.

1.7 Maintenance. Each Owner shall operate, maintain, repair and replace (or cause to be operated, maintained, repaired and replaced) (i) its respective Tract and all buildings, easements, drainage facilities, streets, roads, parking lots, driveways, sidewalks and other improvements now or hereafter located upon such Owner's respective Tract, in working order in a manner as is customary for similar uses in Bristol, Rhode Island, and in all events in compliance with the provisions of this Agreement and the laws, statutes and ordinances applicable to the Property, and (ii) the Facilities and all other utility facilities or systems within such Owner's respective Tract.

(a) Maintenance Costs. The Tract 2 Owner shall reimburse the Tract 1 Owner for fifty percent (50%) of the costs associated with maintaining the Access Easement Areas, the Parking Easement Area and the Stormwater Drainage Easement Area (the "Maintenance Costs"). The Tract 1 Owner shall deliver invoices, receipts and other reasonable evidence of costs actually paid for maintenance of the Access Easement Areas, the Parking Easement Area and the Stormwater Drainage Easement Area and shall invoice the Tract 2 Owner for the Maintenance Costs. The Tract 2 Owner shall remit the amount owed to the Tract 1 Owner within thirty (30) days after receipt of an invoice.

(b) Failure to Remit Payment. If the Tract 2 Owner fails to pay the Maintenance Costs within thirty (30) days after receipt of invoice, the Tract 1 Owner may provide written notice to the Tract 2

Owner of such default and request for payment. If payment has not been received 15 days after such notice is sent, the unpaid balance shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, from the due date until the date paid in full.

1.8 Damage. Notwithstanding the foregoing, any damage to the Access Easement Areas, the Parking Easement Area, or the Stormwater Drainage Area, or any portion thereof, caused solely by the Tract 2 Owner or the tenants, subtenants, employees or invitees of the Tract 2 Owner, shall be the sole responsibility of the Tract 2 Owner.

1.9 Indemnification. Each Owner shall indemnify, defend and hold the other Owner harmless from and against any claims, expenses, liabilities, losses, liens (including mechanics liens), damages and costs, including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the indemnifying Owner's, its occupants' or their users' exercise of the rights set forth herein or performance or non-performance of its obligations set forth herein, except to the extent resulting from the negligence or willful misconduct of the indemnified Owner or its occupants or users.

1.10 Reservation of Rights. Each Owner reserves the right to (a) close-off any portion of its Tract for such reasonable period of time during construction and/or maintenance of such Owner's Tract; provided, however, that prior to closing-off any portion of its Tract, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing-off with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur; and (b) to temporarily erect or place barriers in and around areas on its Tract which are being constructed and/or repaired in order to insure either safety of persons or protection of property.

1.11 The easements granted herein shall be subject to the following restrictions that shall be binding on each Owner:

(a) No obstruction to the free flow of traffic and use of the easement areas shall be permitted except temporary obstructions necessary to perform the obligations under this Agreement or during temporary periods of construction. Each Owner hereby reserves the right, from time to time without obtaining the consent or approval of the other Owner, to make at its own expense any change, modification, relocation, reconfiguration or alteration of its Tract, provided that:

(i) The accessibility of any easement area for pedestrian and vehicular traffic (as it relates to the remainder of the Property), is not unreasonably restricted or hindered;

(ii) No governmental rule, ordinance or regulation shall be violated as a result of such action, and such action shall not result in the other Owner being in violation of any governmental rule, ordinance or regulation; and

(iii) No change shall be made in the access points between the Tracts and between the Tracts and the public streets.

## 2. **PROHIBITED USES**

2.1 Tract 2 may not be used as a self-storage facility unless the owner of Tract 1 provides prior written consent.

2.2 The following uses or operations, or any uses or operations that are accompanied by the following characteristics are prohibited in the Property: any use which is not consistent with a similar a first-class operation in Bristol, Rhode Island, swap shop, "outlet store" or other store selling merchandise

that is used, damaged or discontinued; bowling alley; arcade; skating rink; billiard room; bar, tavern, or pub, package liquor store, vitamin store, ballroom, dance hall, bakery, discotheque; theater, place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers; for the sale, lease, exchange, display, exhibition or advertisement of any goods, services, items, products or materials which (i) are pornographic, obscene, graphically violent, lewd or lascivious or otherwise are not consistent with the standards of decency and morality prevailing in Bristol, Rhode Island, (ii) would unreasonably annoy or disturb any other tenant or the Tract 1 Owner, (iv) constitutes the sale of paraphernalia used for the consumption of, or otherwise associated with, illegal or dangerous drugs, or (v) would constitute a public or private nuisance or would generate excessive noise, litter, dust, dirt or odor.

### 3. REMEDIES AND ENFORCEMENT

3.1 If an Owner (the “**Defaulting Party**”) fails to observe or perform any of the covenants, conditions or obligations of this Agreement, the other Owner (the “**Non-Defaulting Party**”) may deliver written notice thereof to the Defaulting Party specifying the nature of the alleged default (a “**Notice of Default**”). The Defaulting Party shall have thirty (30) days after the receipt of a Notice of Default (or such longer period as is reasonably necessary under the circumstances to cure the alleged default, if the cure would require more than thirty (30) days, provided that the cure is commenced within such initial thirty (30) day period and diligently pursued to completion) (the “**Cure Period**”). Failure of the Defaulting Party to cure such default within the Cure Period shall constitute a material default of this Agreement.

3.2 Any Non-Defaulting Party shall have the right following the expiration of the Cure Period, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event such default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Tract of the Defaulting Party (but not into any building) as reasonably necessary to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event any Non-Defaulting Party shall cure a default, the Non-Defaulting Party shall deliver written notice thereof to the Defaulting Party accompanied by documentation supporting the hard costs and expenditures incurred (collectively, the “**Demand**”), and within ten (10) days receipt of Demand, the Defaulting Party shall reimburse the Non-Defaulting Party for its costs and expenses reasonably incurred in connection with such curative action, plus interest from the date of the Defaulting Party’s receipt of Demand at the lesser of eighteen percent (18%) per annum or the maximum amount permitted by applicable law.

3.3 Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation by another Owner hereto or person of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such term, covenants or conditions, it being agreed that the remedy at law for a breach of any such terms, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner hereto under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

### 4. MISCELLANEOUS

4.1 Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Property

4.2 No Extinguishment Through Merger. This Agreement and the rights granted herein shall not be deemed waived, released or terminated by any merger of title to the Property and the successors, assigns and heirs of the Owners will be bound by the obligations of this Agreement.

4.3 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

4.4 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners, and recorded in the official records of the Recorder's Office of Bristol County, Rhode Island.

4.5 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, delayed or conditioned (unless such conditions are provided for herein). Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing within fifteen (15) days of receipt the party for whom the consent is sought. If no reply is given within such period, then the consent shall be deemed to have been given.

4.6 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

4.7 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

4.8 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. For purposes of clarity

4.9 Grantee's Acceptance. The grantee or lessee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto, the execution of a contract for the purchase thereof, or the execution of a lease or other occupancy agreement for use and possession thereof, whether from an original party or from a subsequent Owner of such Tract, shall accept such deed, contract, lease or other occupancy agreement upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee or lessee shall for himself and his successors, assigns, subtenants, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired or leased by such grantee or lessee. Once a person or entity



ceases to own fee title or hold leasehold title to a Tract, or any portion thereof (or any interest therein), such person or entity shall have no further obligations hereunder except as to obligations, liabilities or responsibilities that accrued during the time that such person or entity owned fee title or held leasehold title to a Tract, or any portion thereof (or any interest therein).

4.10 Separability. Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one Tract by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

4.11 Time of Essence. Time is of the essence of this Agreement.

4.12 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

4.13 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, by other national overnight courier company, by personal delivery, or by electronic mail to the then Owner(s) of any affected Tract(s). Notice shall be deemed given upon receipt or refusal to accept delivery. Any party may change from time to time their respective address for notice hereunder by like notice to the other Owners.

4.14 Governing Law; Venue. The laws of the State of Rhode Island shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any litigation arising out of the terms of this Agreement shall be Bristol County, Rhode Island.

4.15 Estoppel Certificates. Each Owner, within fifteen (15) days of its receipt of a written request from the other Owner, its lender, potential successor, or potential lender, shall provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; (b) the amount of the Maintenance Costs due for previous year and whether all such Maintenance Costs have been paid in full; and (c) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

4.16 Exhibits. Each of the exhibits attached hereto are by reference made a part hereof as if incorporated verbatim herein.

4.17 No Dedication or Third-Party Rights. Nothing herein contained is intended nor shall it constitute a dedication of any portion of the Property to the general public for any public use or purpose whatsoever, nor shall any landowner not a party hereto claim any right to continued usage of the easements granted herein, whether by prescription or other adverse or nonconsensual interest whatsoever.

4.18 Enforceability. Each and all of the provisions of this Agreement shall be enforceable by injunction, specific performance or any other remedy at law or in equity.

4.19 Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any person or entity to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in

any manner, any other right or remedies a person or entity may have by reason of any breach of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date set forth above.

**TRACT 1 OWNER:**

**DXD F1 BRISTOL, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of DXD F1 Bristol, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the foregoing entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TRACT 1 OWNER:**

**DXD F1 BRISTOL DC, LLC,**  
a Delaware limited liability company

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

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.

COUNTY OF \_\_\_\_\_ )

I, hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of DXD F1 Bristol DC, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the foregoing entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF TRACT 1**

*[TO BE INSERTED.]*

**EXHIBIT B**

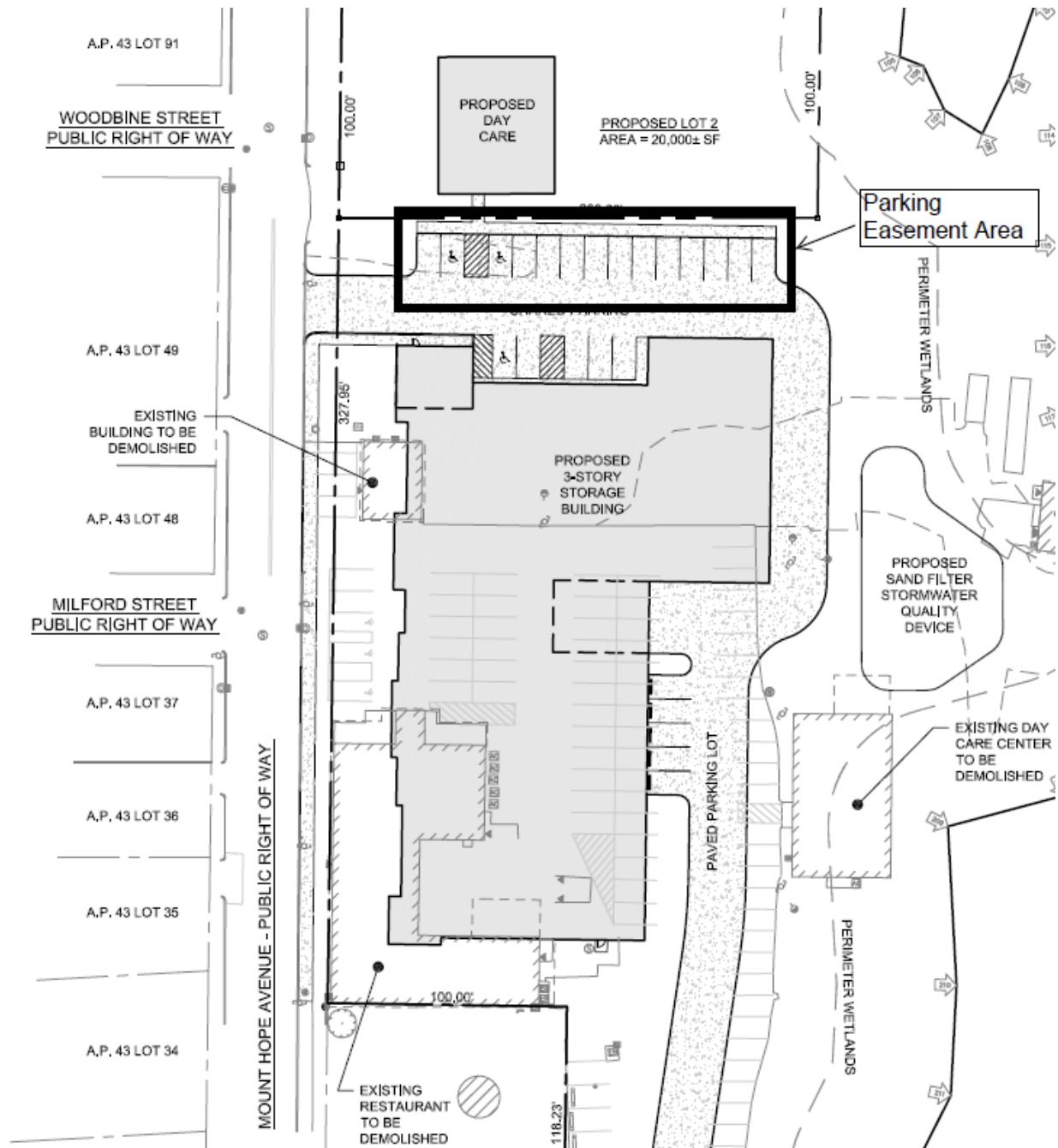
**SITE PLAN**

See attached.

**EXHIBIT C**

**LEGAL DESCRIPTION OF TRACT 2**

*[TO BE INSERTED.]*

**EXHIBIT D****PARKING EASEMENT AREA**



**EXHIBIT E**

**STORMWATER DRAINAGE EASEMENT AREA**



## Town of Bristol, Rhode Island

### *Department of Community Development*

Mailing address: 10 Court Street  
Bristol, RI 02809  
[www.bristolri.us](http://www.bristolri.us)  
401-253-7000

October 3, 2022

TO: Planning Board

FROM: Diane M. Williamson, Administrative Officer

RE: **180 Mount Hope Avenue - Proposed Self Storage and Day Care  
Major Land Development  
Preliminary Review and Public Hearing**

The above application is before you for a Public Hearing, Preliminary Review, and action on the preliminary plan.

The TRC meeting notes and a draft motion are provided for your review and consideration.



## Town of Bristol, Rhode Island

### *Department of Community Development*

Mailing address: 10 Court Street  
Bristol, RI 02809  
[www.bristolri.us](http://www.bristolri.us)  
401-253-7000

October 3, 2022

TO: Planning Board

FROM: Diane M. Williamson, Administrative Officer

**RE: 47 Broadcommon Road – Minor Subdivision  
Preliminary Review**

The above application is before you for a preliminary review and approval.

The TRC meeting notes and a draft motion are provided for your review and consideration.



## Town of Bristol, Rhode Island

### Department of Community Development

10 Court Street  
Bristol, RI 02809  
[www.bristolri.us](http://www.bristolri.us)  
401-253-7000

**OWNERS/APPLICANTS:** Karl Correia, Owner/Edward J. Mack, II/55 Broadcommon, LLC

**LOCATION:** 47 Broadcommon Road

**ASSESSOR'S PLAT/LOT** Plat 103, Lot 8

**APPLICATION:** Minor Subdivision – Preliminary Phase

The Planning Board finds that:

1. The subject property consists of 96,252 square feet of land improved with a commercial kennel business and a parking lot leased by the applicant for the manufacturing business on the north side of Bristol Woods Drive.
2. The application is to subdivide the lot resulting in the kennel to be on a parcel (proposed Lot 1) with 37,573 square feet of land and the parking lot to be on a parcel (Proposed Lot 2) having 58,679 square feet of land.
3. The subdivision is in compliance with the Zoning Ordinance and Map. The subject property is in a manufacturing zone.
4. The proposed subdivision is consistent with the general purposes stated in Article 1 of the Planning Board's subdivision and development review regulations.
5. The proposed subdivision is consistent with the Comprehensive Community Plan.
6. There will not be any significant negative environmental impacts from the proposed subdivision.
7. The lots will have physical frontage and access on existing public roads Bristol Woods Drive and Broadcommon Road. As noted on the plan, there is a prohibition against access from the residential street to the west at Hamlet Court (reference Envelope 318 in Land Evidence Records).

*Approval is therefore granted for the Minor Subdivision as proposed resulting in the existing kennel business to be on a parcel (proposed Lot 1) with 37,573 square feet of land and the parking lot to be on a parcel (Proposed Lot 2) having 58,679 square feet of land as shown on the plan by David Greenhalgh, PLS, Turning Point Survey Company, Inc. dated as revised September 26, 2022.*

And final approval to be administrative.

**ZONING BUFFER REGULATION:**

Bristol, RI, Code of Ordinances  
Section 28-112  
There shall be a 25-foot planted buffer at the edge of the manufacturing district.

- The buffer shall be maintained in either natural or landscaped state and shall include trees, shrubs, bushes, and/or other understory growth to mitigate the impact of the manufacturing development on the residential district.
- The manufacturer or developer is required to discuss appropriate buffers with the director of community development.
- The residential side of the buffer shall be defined with a split rail fence, picket fence, or stone wall. Chain link fences shall not meet the requirements of fencing and shall not be placed on residential zone boundaries.
- If a chain link fence is necessary for the manufacturing facility, it shall be placed no less than ten feet from the residential zone boundary and within the buffer; however, access to the buffer for cleaning and maintenance shall be required.

The planning board may allow up to a 25 percent reduction in the distance from a residential zone boundary based on the site conditions and an increase in the size of the planted buffer. For each foot reduced in the distance from the residential zone boundary, the planted buffer shall be increased by one-half foot, to compensate for the increased impact on the residential district by the manufacturing use.

**ZONING NOTES:**

ZONE M  
MINIMUM AREA 20,000 S.F.  
MINIMUM BUILDING SETBACKS:  
SIDE 25'  
REAR 20'  
FRONT 30'  
MINIMUM LOT WIDTH/FRONTAGE = 100'  
MAXIMUM BUILDING LOT COVERAGE = 50%  
MAXIMUM BUILDING/PAVEMENT COVERAGE = 80%

**BUILDING LOT COVERAGE CALCULATIONS**

EXISTING ASSESSORS LOT 8  
LOT AREA ..... 96,252±S.F.  
BUILDING AREA ..... 3,020±S.F.  
BUILDING COVERAGE ..... 3.1%  
EXISTING BUILDING/PAVEMENT AREA ..... 22,300±S.F.  
EXISTING BUILDING/PAVEMENT COVERAGE ..... 23.2%

PROPOSED LOT 1  
LOT AREA ..... 37,573±S.F.  
BUILDING AREA ..... 3,020±S.F.  
BUILDING COVERAGE ..... 8.0%

BUILDING/PAVEMENT AREA ..... 7,100±S.F.  
BUILDING/PAVEMENT COVERAGE ..... 18.9%

PROPOSED LOT 2  
LOT AREA ..... 58,679±S.F.  
BUILDING AREA ..... NO EXISTING BUILDINGS  
BUILDING COVERAGE ..... 29,339 S.F. ALLOWED

BUILDING/PAVEMENT AREA ..... 15,200±S.F.  
BUILDING/PAVEMENT COVERAGE ..... 25.9%

**CERTIFICATION:**

THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON JANUARY 1, 2016, AS FOLLOWS:

TYPE OF BOUNDARY SURVEY:  
LIMITED CONTENT BOUNDARY SURVEY  
INSTRUMENT SURVEY PERFORMED 05/17/2022  
MEASUREMENT SPECIFICATION: 1  
DATA ACCUMULATION SURVEY  
MEASUREMENT SPECIFICATION: 3

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS:

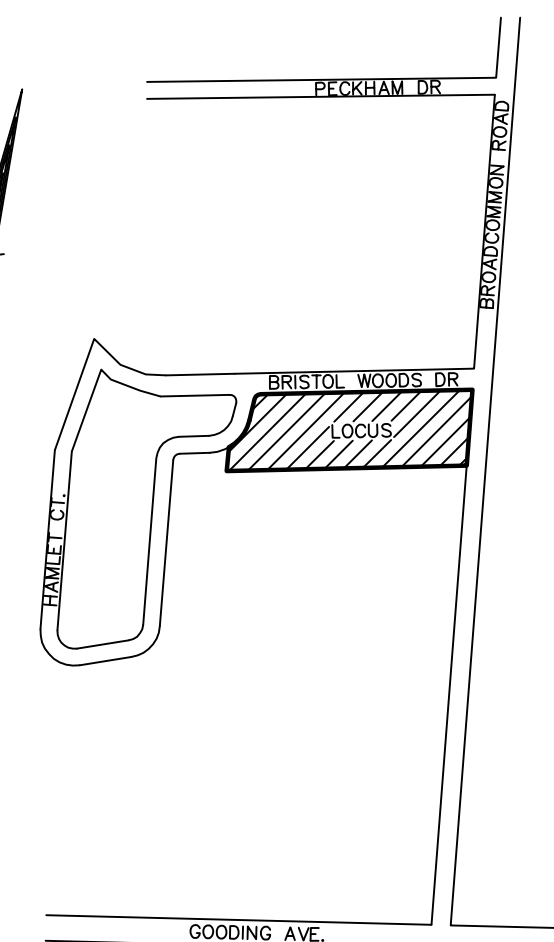
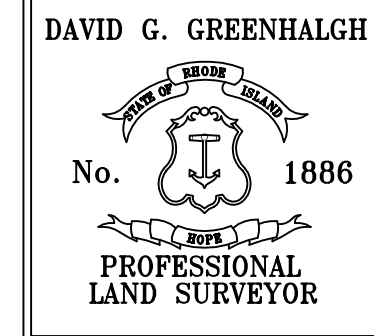
SUBDIVIDE EXISTING ASSESSORS PLAT 103 LOT 8 INTO PROPOSED LOTS 1 AND 2 AS SHOWN

BY *David G. Greenhalgh*  
DAVID G. GREENHALGH PLS#1886  
COA NO. A485

DATE 10-04-22

THIS SITE IS LOCATED IN ZONE "X"  
(AREA OF MINIMAL CHANCE OF FLOOD)  
AS SHOWN ON FEMA PANEL 44001C0011H  
DATE 07/07/2014

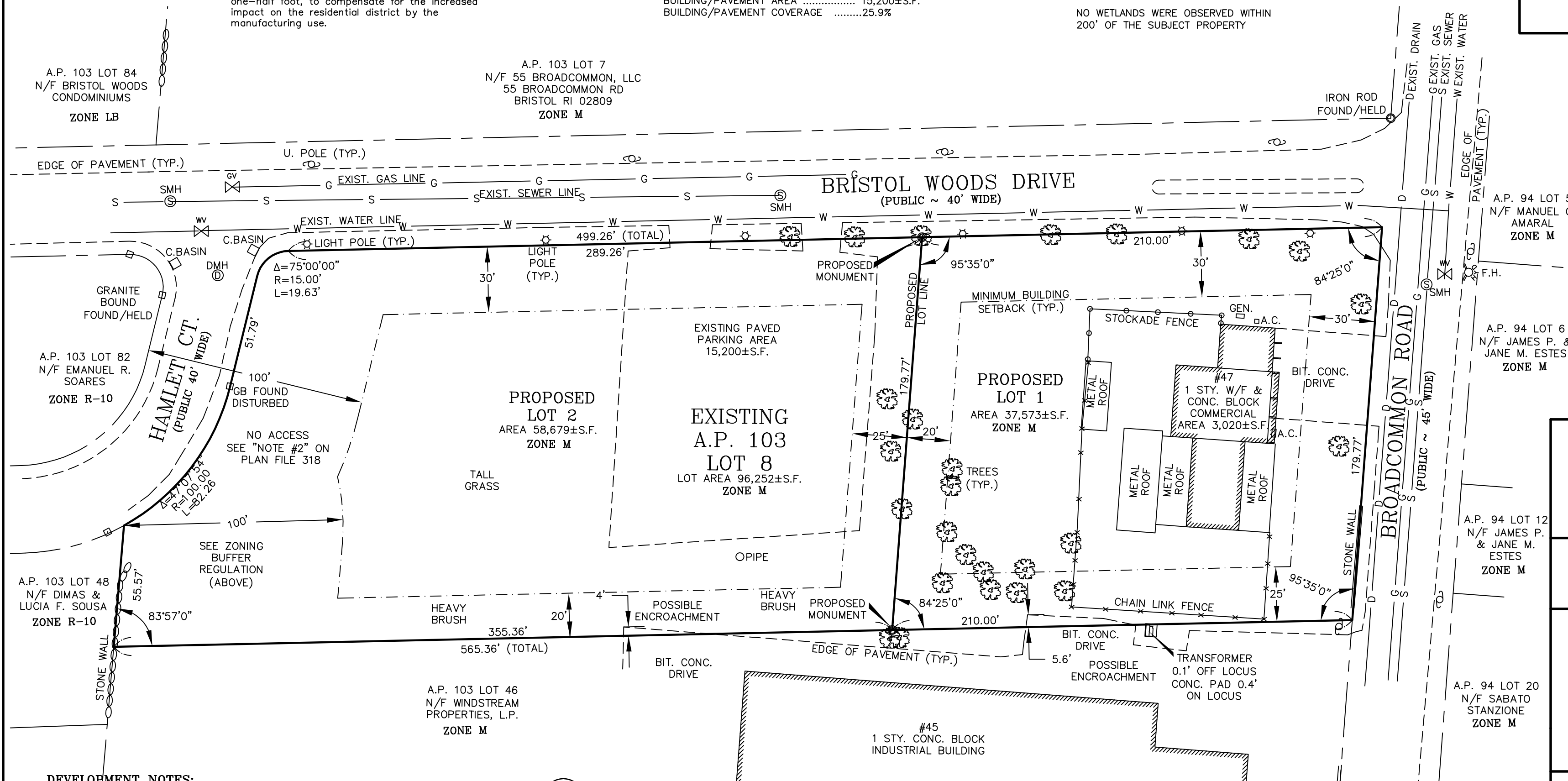
NO WETLANDS WERE OBSERVED WITHIN  
200' OF THE SUBJECT PROPERTY



LOCUS MAP NOT TO SCALE

APPLICANT AND  
OWNER OF RECORD  
KARL F. CORREA  
47 BROADCOMMON RD  
BRISTOL RI 02809

DEED REF:  
TOWN OF BRISTOL  
LAND EVIDENCE RECORDS  
DEED REF: BOOK 932 PAGE 15  
DEED REF: BOOK 329 PAGE 158  
DEED REF: BOOK 264 PAGE 299  
PLAN REF: PLAT ENV. #382, 318, 302

**DEVELOPMENT NOTES:**

- DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE BEST MANAGEMENT PRACTICES OF ZERO NET INCREASE IN RUNOFF.
- ANY PROPOSED SANITARY SEWER CONNECTION SHALL BE APPROVED AND INSPECTED BY THE DEPARTMENT OF PUBLIC WORKS.
- IRON RODS TO BE PLACED AT LOT CORNERS AS SHOWN.

R.I.G.L. 34-13-1 INDEX  
OF ADJUTING STREETS  
BROADCOMMON ROAD  
BRISTOL WOODS DRIVE  
HAMLET COURT

**UTILITY NOTE:**

- UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON SURVEYED LOCATIONS OF VISIBLE HARDWARE AND PLOTTING OF THE "APPROXIMATE LOCATIONS" OF THE LINES FROM AVAILABLE UTILITY PLANS. THEY ARE NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES ARE SHOWN.
- TURNING POINT SURVEY CO., INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES INACCURATELY SHOWN OR OMITTED.
- BEFORE PLANNING FUTURE CONNECTIONS, THE ACTUAL LOCATIONS OF SUBSURFACE STRUCTURES AND UTILITIES SHALL BE VERIFIED IN THE FIELD.

SCALE  
40 0 40 80 120 FEET

TITLE REPORT NOT PROVIDED  
THE LAND SHOWN HEREON IS SUBJECT TO ANY  
EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS,  
RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY  
BE REVEALED BY A FULL EXAMINATION OF THE TITLE.

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
|     |      |          |    |
|     |      |          |    |
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"47 BROADCOMMON ROAD PLAT"

MINOR SUBDIVISION  
PLAN OF LAND  
47 BROADCOMMON ROAD  
BRISTOL, RHODE ISLAND

SURVEYED FOR  
55 BROADCOMMON, LLC

Turning Point Survey Company, Inc.

100 Broad Common Road  
Bristol, RI 02809  
Ph. 401.338.7925  
Turningpointsurvey.com

MAY 25, 2022

A.P. 103 LOT 8

SCALE: 1" = 40'

Proj. #22-110-01  
SHEET 2 OF 2

**ZONING BUFFER REGULATION:**

Bristol, RI, Code of Ordinances  
Section 28-112  
There shall be a 25-foot planted buffer at the edge of the manufacturing district.

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**ZONING NOTES:**

ZONE M  
MINIMUM AREA 20,000 S.F.  
MINIMUM BUILDING SETBACKS:  
SIDE 25'  
REAR 20'  
FRONT 30'  
MINIMUM LOT WIDTH/FRONTAGE = 100'  
MAXIMUM BUILDING LOT COVERAGE = 50%  
MAXIMUM BUILDING/PAVEMENT COVERAGE = 80%

**BUILDING LOT COVERAGE CALCULATIONS**

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EXISTING BUILDING/PAVEMENT COVERAGE .....23.2%

THIS SITE IS LOCATED IN ZONE "X"  
(AREA OF MINIMAL CHANCE OF FLOOD)  
AS SHOWN ON FEMA PANEL 44001C0011H  
DATE 07/07/2014

NO WETLANDS WERE OBSERVED WITHIN  
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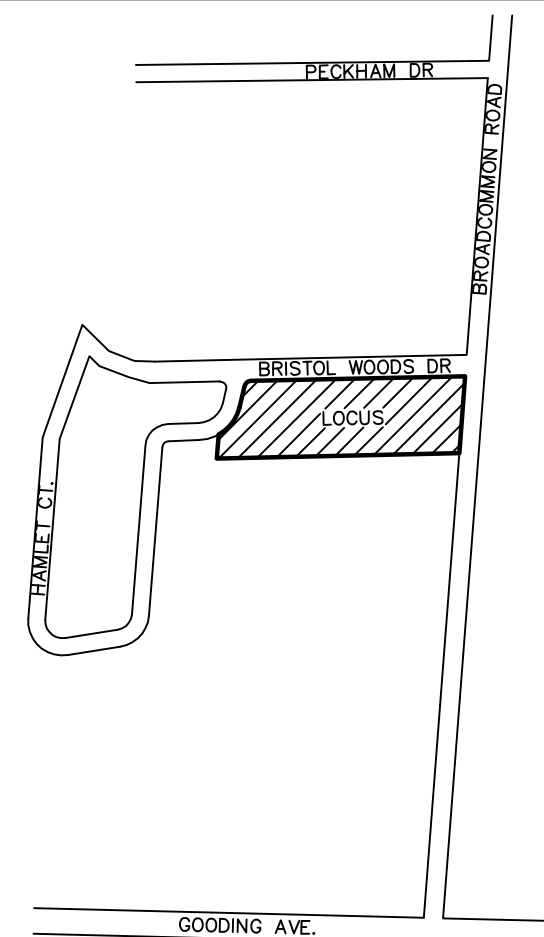
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SUBDIVIDE EXISTING ASSESSORS PLAT 103 LOT 8 INTO PROPOSED LOTS 1 AND 2 AS SHOWN

BY *David G. Greenhalgh*  
DAVID G. GREENHALGH PLS#1886  
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DATE 10-04-22

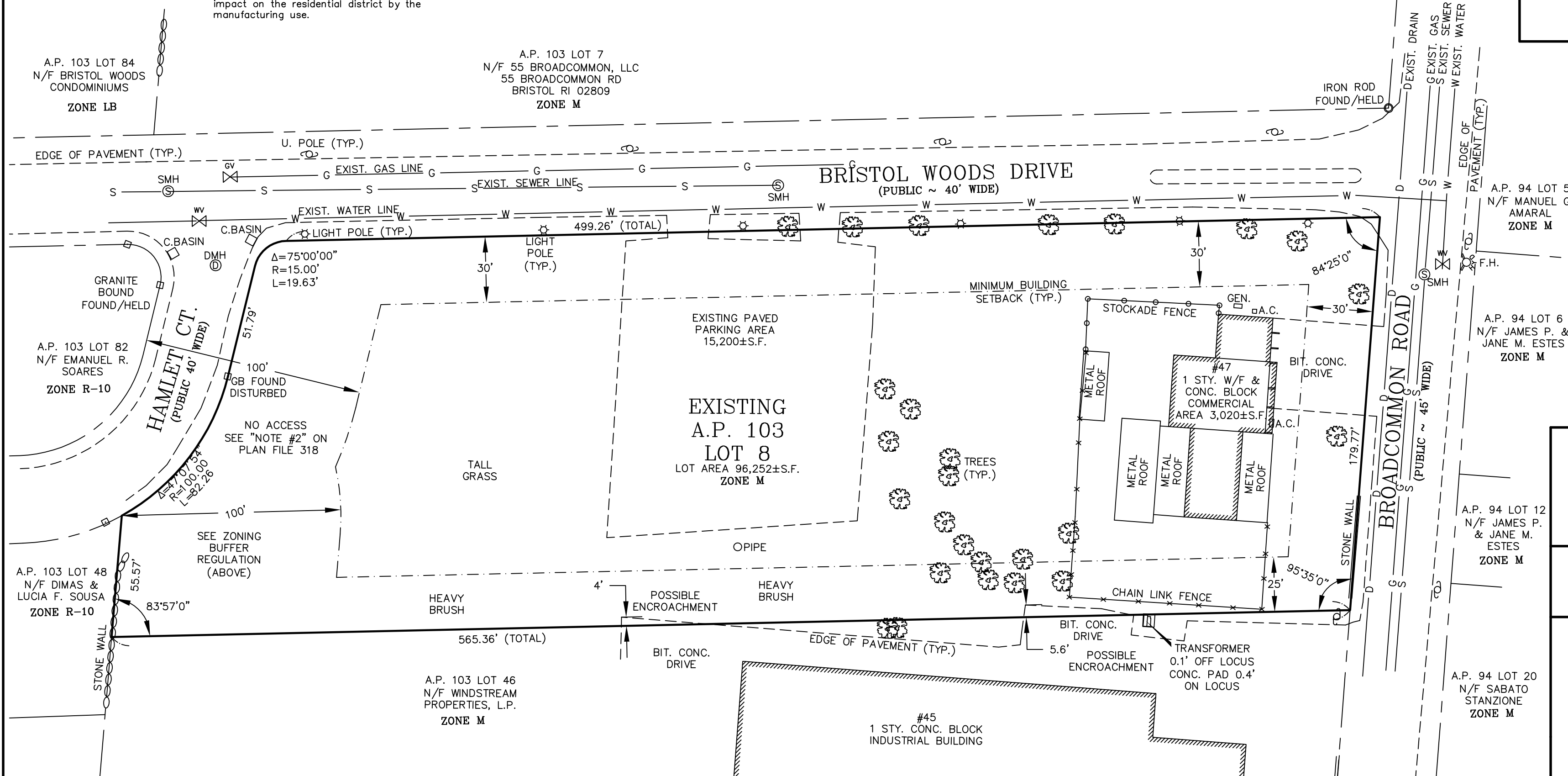
DAVID G. GREENHALGH



LOCUS MAP NOT TO SCALE

APPLICANT AND  
OWNER OF RECORD  
KARL F. CORREIA  
47 BROADCOMMON RD  
BRISTOL RI 02809

DEED REF:  
TOWN OF BRISTOL  
LAND EVIDENCE RECORDS  
DEED REF: BOOK 932 PAGE 15  
DEED REF: BOOK 329 PAGE 158  
DEED REF: BOOK 264 PAGE 299  
PLAN REF: PLAT ENV. #382, 318, 302

**DEVELOPMENT NOTES:**

- DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE BEST MANAGEMENT PRACTICES OF ZERO NET INCREASE IN RUNOFF.
- ANY PROPOSED SANITARY SEWER CONNECTION SHALL BE APPROVED AND INSPECTED BY THE DEPARTMENT OF PUBLIC WORKS.
- IRON RODS TO BE PLACED AT LOT CORNERS AS SHOWN.

R.I.G.L. 34-13-1 INDEX  
OF ADJUTING STREETS  
BROADCOMMON ROAD  
BRISTOL WOODS DRIVE  
HAMLET COURT

**UTILITY NOTE:**

- UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON SURVEYED LOCATIONS OF VISIBLE HARDWARE AND PLOTTING OF THE "APPROXIMATE LOCATIONS" OF THE LINES FROM AVAILABLE UTILITY PLANS. THEY ARE NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES ARE SHOWN.
- TURNING POINT SURVEY CO., INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES INACCURATELY SHOWN OR OMITTED.
- BEFORE PLANNING FUTURE CONNECTIONS, THE ACTUAL LOCATIONS OF SUBSURFACE STRUCTURES AND UTILITIES SHALL BE VERIFIED IN THE FIELD.

SCALE  
40 0 40 80 120 FEET

TITLE REPORT NOT PROVIDED  
THE LAND SHOWN HEREON IS SUBJECT TO ANY  
EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS,  
RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY  
BE REVEALED BY A FULL EXAMINATION OF THE TITLE.

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
|     |      |          |    |
|     |      |          |    |
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|     |      |          |    |
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|     |      |          |    |

**"47 BROADCOMMON ROAD PLAT"**

EXISTING CONDITIONS  
PLAN OF LAND  
47 BROADCOMMON ROAD  
BRISTOL, RHODE ISLAND

SURVEYED FOR  
55 BROADCOMMON, LLC

Turning Point Survey Company, Inc.

100 Broad Common Road  
Bristol, RI 02809  
Ph. 401.338.7925  
Turningpointsurvey.com

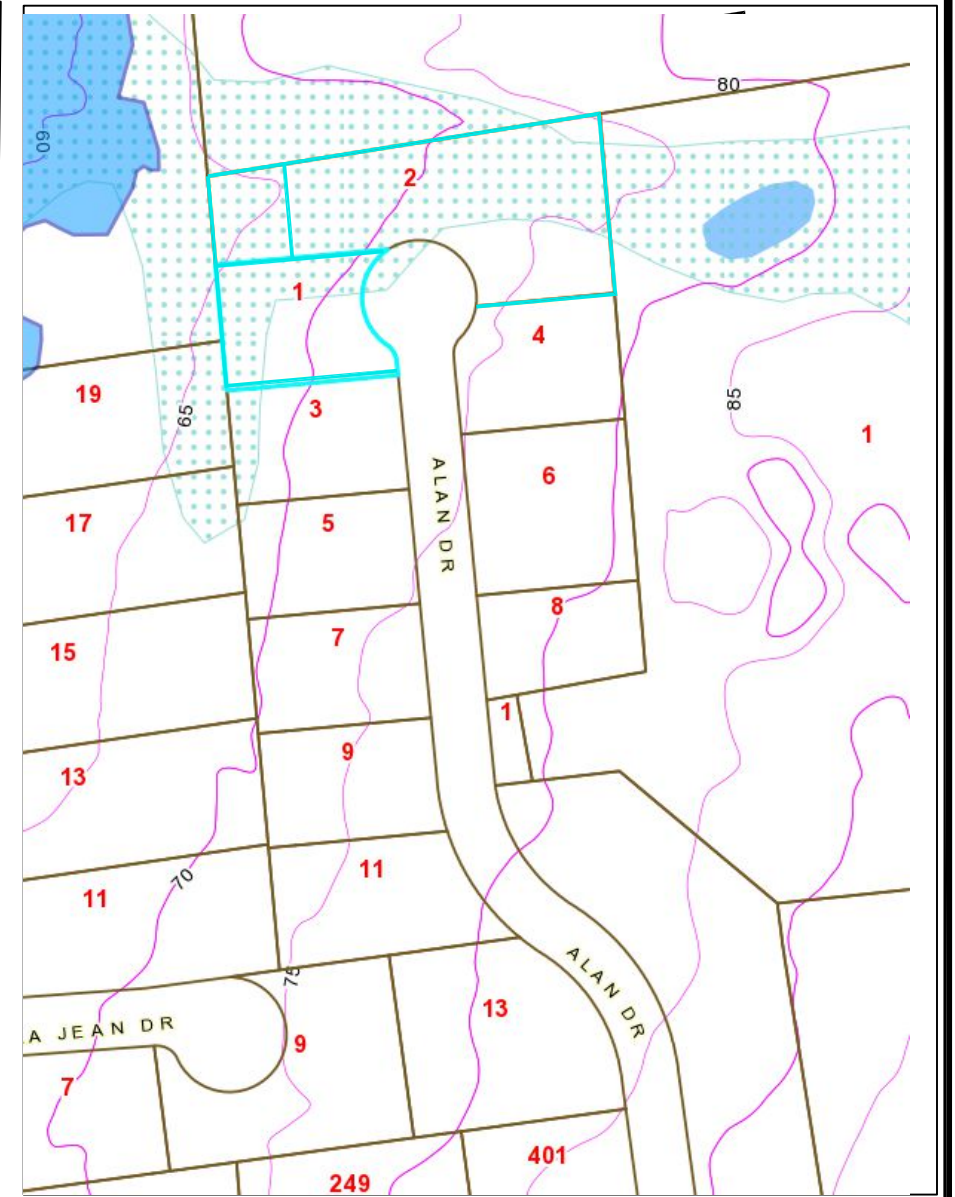
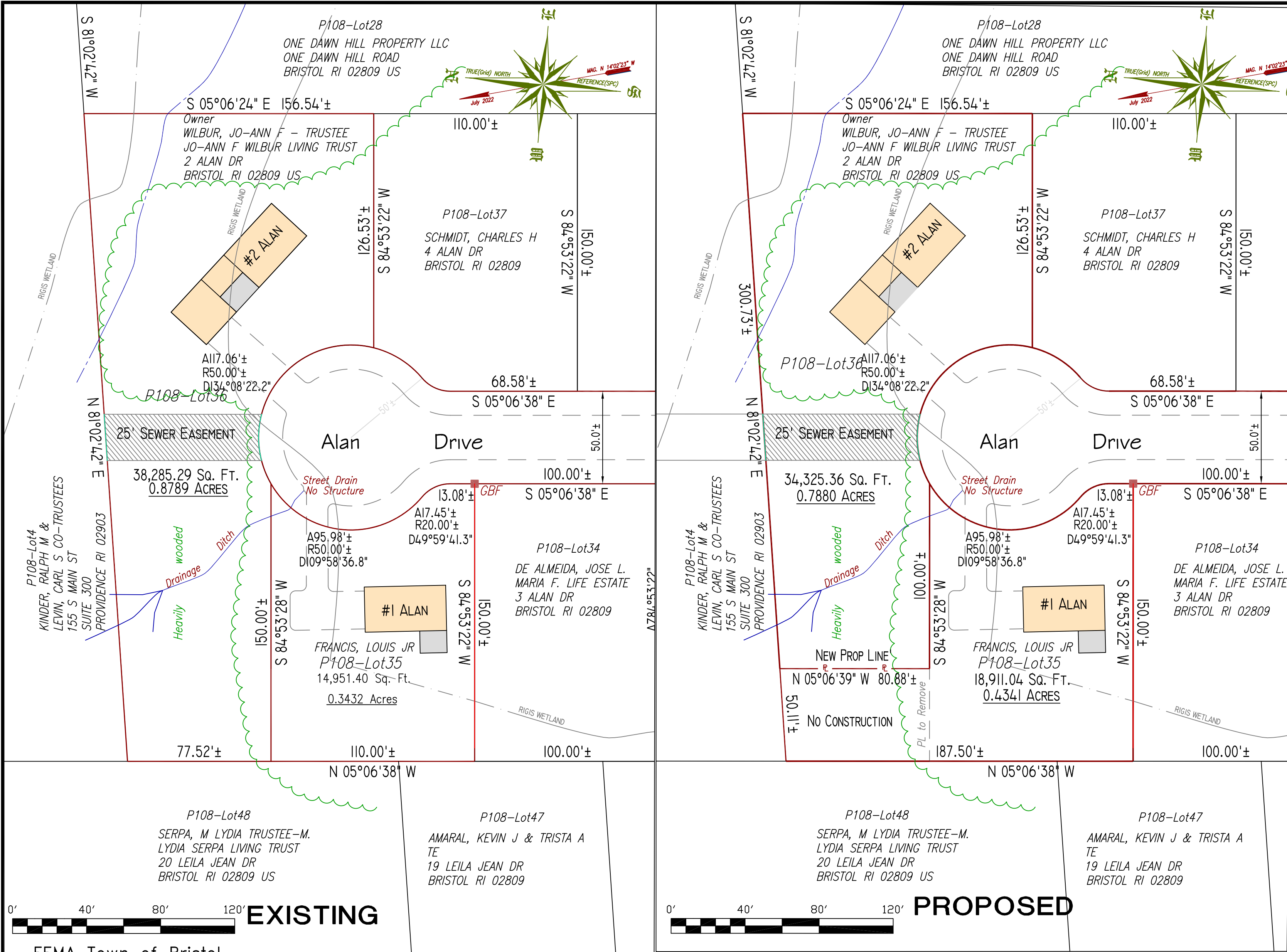
MAY 25, 2022

A.P. 103 LOT 8

SCALE: 1" = 40'

Proj. #22-110-01  
SHEET 1 OF 2





**LEGEND**  
(SYMBOLS MAY BE FOUND ON PLAN)

|                 |                    |       |                       |
|-----------------|--------------------|-------|-----------------------|
| ● IRF           | IRON ROD FOUND     | ⊙ W   | WATER                 |
| ○ IRS           | IRON ROD SET       | ⊙ G   | GAS                   |
| ⊙ MCH TO BE SET | MONUMENT TO BE SET | ⊙ M   | MANHOLE               |
| △ PK            | PK NAIL FOUND      | ⊙ F   | EXISTING FIRE HYDRANT |
| ● FP            | FENCE POST         | ⊙ C   | CATCH BASIN DOUBLE    |
| ■ CBF           | MONUMENT FOUND     | ⊙ S   | SEWER                 |
| — FENCE LINE    |                    | ⊙ U   | UTILITY POLE          |
| ⊙ DHF           | DRILL HOLE FOUND   | ⊙ T/A | TAX ASSESSOR          |
| X               | SPOT GRADE         | ⊙ DHS | DRILL HOLE SET        |
| △               | SURVEY POINT       | ⊙ WV  | EXISTING WATER VALVE  |
| □ RIHB          |                    | ⊙ GV  | EXISTING GAS VALVE    |
| ⊙ I.P.          | IRON PIPE FOUND    | ⊙ C   | EXISTING CATCH BASIN  |

**Re-Plat Chestnut Hill**  
**Section "C" Lots 1 and 2**  
**SITUATED AT**  
**Lots 1+2 Alan Drive**  
**IN**  
**BRISTOL, RHODE ISLAND**  
**PREPARED BY**  
**STEPHEN M. MURGO SR.**  
**PROFESSIONAL LAND SURVEYOR**  
**MASSACHUSETTS RHODE ISLAND**  
**19 KINNICUTT AVENUE**  
**401-253-0092**  
**WARREN, RHODE ISLAND SMMSURVEY@COX.NET**  
**02885**

REFERENCE:  
Chestnut Hill  
Section "C"  
July "1903"

*Zoning Residential 15*

|                   | REQUIRED |
|-------------------|----------|
| MIN. LOT AREA     | 15,000sf |
| MIN. LOT WIDTH    | 100'     |
| MIN LOT FRONTAGE  | 100'     |
| MAX. LOT COVERAGE | 25%      |
| MIN. FRONT YARD   | 35'      |
| MIN. SIDE YARD    | 20'      |
| MIN. REAR YARD    | 35'      |

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This Survey is being Provided Solely for  
the use of the Current Parties, and that no  
License has been Created, Expressed or  
Implied, to copy the Survey except as it is  
Necessary in Conjunction with the Original  
Transaction.

**CERTIFICATION:**  
This survey has been conducted and the plan has been prepared pursuant  
to Section 9 of the Rules and Regulations adopted by the The Rhode  
Island State Board of Registration for Professional Land Surveyors on  
Jan 1st, 2016 as follows:  
(a) Type of Boundary Survey Measurement Specification  
Comprehensive Boundary Survey  
(b) The purpose of the Survey and Plan is to show properly line  
information and the location on structures and other features  
deemed important.

BY: *Stephen M. Murgo*  
Stephen M. Murgo PLS # 1663  
COA LS A33  
AUG 1, 2022

For Official Use Only



OWNERS:  
Lot # 35  
FRANCIS, LOUIS JR  
1 ALAN DR  
BRISTOL RI 02809  
  
Lot # 36  
WILBUR, JO-ANN F - TRUSTEE  
JO-ANN F WILBUR LIVING TRUST  
2 ALAN DR  
BRISTOL RI 02809 US