

Richard J. Welch
rwelch@mosesafonso.com

March 11, 2004

VIA OVERNIGHT DELIVERY

Eve Vaudo, Esq.
United States Environmental Protection Agency
Region 1
One Congress Street, Suite 1100
Boston, MA 02114-2023

***Re: Declaration of Covenants and Environmental
Protection/Conservation Easement for
The Mill at Allendale***

Dear Attorney Vaudo:

Enclosed please find the original above referenced document, which was recorded in the land evidence records of the Town of North Providence and the Town of Johnston today. The book and page number references are:

Town of North Providence: Book 995, Pages 202-222; and

Town of Johnston: Book 1370, Pages 1-21.

As I indicated to you in my voicemail message this morning, Rhode Island town clerks file a copy of the recorded document and return the original document. I, therefore, am forwarding to you the original document. I do not plan to provide you with a certified copy of the document, as referenced in the UAO. If your office requires a certified copy of the document, please contact me. Thank you.

Very truly yours,

Richard J. Welch
Richard J. Welch

Enclosure



Eve Vaudo, Esq.

March 11, 2004

Page 2 of 2

cc: Laurie Burt, Esq.
Noah Sachs, Esq.
Colburn Cherney, Esq.
Howard Castleman, Esq.
Jerome C. Muys, Jr., Esq.
W. Anthony Fitch, Esq.
Stuart R. Deans, Esq.
(all with enclosure)

wpdata/rjw/centredale/lt Eve Vaudo 03.11.04

**DECLARATION OF COVENANTS AND ENVIRONMENTAL
PROTECTION/CONSERVATION EASEMENT**

1. This Declaration of Covenants and Environmental Protection/Conservation Easement is made this ___ day of October, 2002, by and between THE MILL AT ALLENDALE CONDOMINIUM ("Grantor"), having an address of Woonasquatucket Avenue, North Providence, Rhode Island, and the STATE OF RHODE ISLAND ("Grantee") and its assigns and personal representatives, having an address of Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade St., Providence, Rhode Island 02908.

WITNESSETH:

2. WHEREAS, Grantor is the owner in fee simple of a parcel of land located in the Town of North Providence, Providence County, State of Rhode Island, designated as Lot 560, Plat 13 on the 2001 tax assessor's map of the Town of North Providence in Providence County, more particularly described on Exhibit A and Schedule A of Exhibit B (Legal Description and Definition of Property), which is attached to this Instrument and made a part of this Instrument; and

3. WHEREAS, the United States Environmental Protection Agency ("EPA") has determined that the Property and certain land in close proximity to the Property contain hazardous materials and other adverse environmental conditions;

4. WHEREAS, the Property is part of the Non-Time-Critical Removal Action of the Centredale Manor Restoration Project Superfund Site ("Site"), which EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sect. 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on March 6, 2000, and

5. WHEREAS, in an Action Memorandum dated January 18, 2001, (the "Action Memorandum"), the EPA Region 1 Director of the Office of Site Remediation & Restoration selected a "removal action" for the Site, which provides, in part, for

"institutional controls to be used at the restored Allendale Dam in order to prevent another dam breach and the potential movement of contaminated sediments downstream. Specifically, EPA expects that a negative easement (restricting alteration of the Dam) will be obtained from the owner of the Dam and enforced by the holder of the easement until such time as the Dam is no longer considered by EPA to be necessary for meeting response action objectives at the Site."

6. WHEREAS, a Unilateral Administrative Order, numbered CERCLA Docket No. CERCLA-1-2001-0032, was issued by EPA Region 1 on March 26, 2001.

7. WHEREAS, the Respondents to the Unilateral Administrative Order are, pursuant to the terms of the Unilateral Administrative Order: to obtain from the owner of the Allendale Dam an

easement restricting alteration of the Dam, enforceable by the easement until such time as the Dam is no longer considered by EPA, after a reasonable opportunity for review and comment by the State, to be necessary for meeting response action objectives at the Site.

BK: 1370 PG: 2

NOW, THEREFORE:

8. Grant: For and in consideration of the terms of the Consent Decree and other good and valuable consideration paid and the agreements and promises hereinafter set forth the receipt and sufficiency of which is hereby acknowledged, Grantor, on behalf of itself, its heirs, successors, successors-in-title, and assigns, does hereby covenant and declare that the Property shall be subject to the covenants, conditions, and restrictions on use set forth below, and does give, grant, and convey to the Grantee and the Grantee's personal representatives and assigns a) the right to enforce said use restrictions, and b) an environmental protection/conservation easement of the nature and character set forth below.

9. Covenant, Conditions, and Restrictions on Use: The following covenants, conditions, and restrictions apply to the use of the Property. They run with the land and are binding on the Grantor and Grantor's heirs, successors, successors in title, and assigns:

No alteration, modification, or disturbance of the Dam, or activity that would in any way negatively affect the response activities at the Site, will occur without the written consent of EPA Region 1 until the Grantor is informed in writing that EPA Region 1 no longer considers this restriction to be necessary for meeting response action objectives at the Site.

The Grantor, for itself and for its heirs, successors, successors-in-title, assigns, executors, and administrators, hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good right, full power and lawful right to grant and convey the above covenant, condition and restriction on use, that the Property is free and clear of encumbrances, except those noted on Schedule B of Exhibit B attached hereto, that the Grantee and its assigns shall at all times hereafter peacefully and quietly have and enjoy the granted interest in the property, and that the Grantor and its heirs, successors, successors-in-title, assigns, executors and administrators shall warrant and defend the premises to the Grantee and its assigns and personal representatives forever against the lawful claims and demands of all persons.

10. Modification or Termination of Restrictions: The above covenants, conditions and restrictions on use maybe modified or terminated, in whole or in part, in writing and recorded with the Records of Land Evidence of the Town of North Providence Rhode Island, after receiving prior written consent from the EPA Region 1 after reasonable opportunity for review and comment by the State of Rhode Island. At the very latest, such covenants, conditions and restrictions on use shall be terminated when EPA notifies the Grantor, after a reasonable opportunity for review and comment

BK 995 PG 0204

by the State of Rhode Island, that the Site does not pose a threat to human health and the environment. EPA shall review such termination at the time it reviews the Completion of Work Report submitted by Respondents pursuant to Paragraph 59 of the Unilateral Administrative Order, and if EPA decides to approve the Completion of Work Report but not terminate the above covenants, conditions and restrictions on use, EPA will explain the reasons why it believes that a threat to human health and the environment exists at that time and describe the timing and steps that will be required to terminate the above covenants, conditions and restrictions on use. If requested by the Grantor, EPA Region 1 will execute any termination or modifications of covenants, conditions and restrictions on use in recordable form. If EPA Region 1 ever assigns its interest in the above covenants, conditions and restrictions on use to the State of Rhode Island, the State of Rhode Island shall have the authority to modify or terminate this Instrument.

11. Environmental Protection/Conservation Easement: Grantor hereby grants to the Grantee, its personal representatives and assigns, an irrevocable right of access at all reasonable times to the Property with men and by equipment for the purposes of conducting any activity related to any CERCLA response activity at the Site, such as the Unilateral Administrative Order, including, but not limited to:

- a) Monitoring the Work required by the Unilateral Administrative Order;
- b) Verifying any data or information submitted to EPA Region 1;
- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;
- e) Assessing the need for, planning or implementing additional response actions at or near the Site;
- f) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with the Unilateral Administrative Order; and
- g) Assessing Respondents' compliance with the Unilateral Administrative Order.

12. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Property, including the right to maintain, repair, use, operate, and replace the existing facilities on the Property, as long as the Grantor's use of the Property is not incompatible with the restrictions, rights, and easements granted in this Instrument. EPA Region 1 has found that the current use of the Property, as such use exists on the effective date of this Instrument, is compatible with the removal action and is specifically permitted. However, the permitted use does not include

BK 995 PG 0205

any right to alter the existing improvements and facilities of the Property if such activity would disturb the removal action or be incompatible with the restrictions, rights, and easements granted in this Instrument

13. Nothing in this document shall limit or otherwise affect the rights of entry and access provided by law or regulation to EPA Region 1 or the State of Rhode Island.

14. No Public Access and Use: This Instrument does not convey a right of access or use by the general public to any portion of the Property.

15. Requirements for Conveyances: Grantor, and any person who subsequently acquires any interest in Grantor's property, including, but not limited to, by deeds, leases, and mortgages, shall give a) written notice of the Unilateral Administrative Order and this Instrument to the person or entity that will receive the conveyance (the transferee), and b) written notice to EPA Region 1 and Rhode Island Department of Environmental Management of the conveyance, including the name and address of the transferee and the date on which the Grantor gave the notice to that transferee. Such transfer shall take place only if the transferee agrees, as a part of the agreement to purchase or otherwise obtain the property that it will comply with the obligations of the Grantor to provide access to the Property and with the Declarations set forth in this Instrument. Grantor agrees to include in any Instrument conveying an interest in any portion of the Property a notice, which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DECLARATION OF COVENANTS AND ENVIRONMENTAL PROTECTION/CONSERVATION EASEMENT, DATED _____, RECORDED IN THE RECORDS OF LAND EVIDENCE FOR THE TOWN OF _____, RHODE ISLAND ON _____, IN BOOK _____, PAGE _____, ENFORCEABLE BY, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE STATE OF RHODE ISLAND, BROOK VILLAGE ASSOCIATES LIMITED PARTNERSHIP, CENTERDALE MANOR ASSOCIATES LIMITED PARTNERSHIP, NEW ENGLAND CONTAINER COMPANY, INC., EMHART INDUSTRIES, INC., AND CROWN-METRO, INC.

Within thirty (30) days of executing any such an instrument of conveyance, Grantor must provide Grantee with a true copy of the instrument of conveyance and, if it has been recorded in the public land records, its recording reference.

16. Construction Activities: Grantor shall notify and receive prior written consent from EPA and the Rhode Island Department of Environmental Management, as well as notify the Respondents listed in paragraph No. 20 of this Instrument (entitled "Notices") prior to undertaking any facility improvements or other construction activities that could disturb removal action activities (including,

but not limited to, disturbing the Allendale Dam).

BK: 1370 PG: 5

17. Administrative jurisdiction: The Regional Administrator of EPA or his or her delegate shall exercise the discretion and authority granted to EPA herein. The Rhode Island Department of Environmental Management is the state agency having administrative Jurisdiction over the interests acquired by the State of Rhode Island through this Instrument. The Director of Rhode Island Department of Environmental Management or his or her delegate shall exercise the discretion and authority granted to the State herein. If the EPA or the State of Rhode Island assigns interests created by this Instrument, the discretion and authority referred to in this paragraph shall also be assigned, unless otherwise provided in the assignment document, and a document evidencing same shall be recorded with the Records of Land Evidence of the Town of North Providence, Rhode Island.

18. Enforcement: The Grantee is entitled to enforce the terms of this Instrument by resorting to specific performance or legal process. The Grantee must notify, consult and coordinate with the EPA before taking any action to enforce the terms of this Instrument. In addition to the remedies available under this Instrument, Grantee may seek any and all other remedies available at law or in equity, including CERCLA. The Grantee shall have the discretion to enforce the terms of this Instrument. Any forbearance, delay, or omission to enforce in the event of a breach of any provision of this Instrument shall not be deemed to be a waiver of a) such provision or b) of any subsequent breach of the same or any other provision, or c) of any of the rights of the Grantee under this Instrument. Grantor hereby waives any defense of laches, estoppel, or prescription against the EPA or the State of Rhode Island in any action taken to enforce the terms of this Instrument. In accordance with the Rhode Island General Laws, Title 34, Chapter 39, entitled "Conservation and Preservation Restrictions on Real Property," no provision of this Instrument shall be unenforceable on account of a) lack of privity of estate or contract, b) lack of benefit to a particular land, c) the benefit being assignable or being assigned to any governmental body or to any entity with like purposes, or d) any other doctrine of Property law which might cause the termination of the provision. The Respondents to the Unilateral Administrative Order (Brook Village Associates Limited Partnership, Centredale Manor Associates Limited Partnership, New England Container Company, Inc., Emhart Industries, Inc., and Crown-Metro, Inc.) also are entitled to enforce the terms of this Instrument. The parties further intend that the provisions of the above covenants, conditions and restrictions on use also be for the benefit of the U.S. Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

19. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing. Such written notice shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing.

As to the EPA:

Anna Krasko
On-Scene Coordinator/Remedial Project Manager
for the Centredale Manor Restoration Project Superfund Site
United States Environmental Protection Agency Region 1
Congress St., Suite 1100 (mail code HBR)
Boston, MA 02114

As to the State:

Sarah Martino
State Project Coordinator
RIDEM
Division of Site Remediation
291 Promenade St.
Providence, RI 02908

As to the Respondents:

For Brook Village Associates Limited Partnership:

Colburn T. Cherney
Ropes & Gray
One Franklin Square
1301 K Street, NW, Suite 800 East
Washington, D.C. 20005-3333
PH 202-626-3900
FAX 202-626-3961

Howard Castleman
Murtha Cullina Roche Carens & DeGiacomo
99 High Street
Boston, MA 02110
PH 617-457-4000
FAX 617-482-3868

For Centredale Manor Associates Limited Partnership (CIS Housing Associates):

Leonard H. Freiman
Goulston & Storrs, A Professional Corporation
400 Atlantic Avenue
Boston, MA 02110-3333

PH 617-482-1776
FAX 617-574-4112

For Centredale Manor Associates-Limited Partnership (Centredale Associates):

Richard J. Welch
Moses & Afonso, Ltd.
170 Westminster Street, Suite 201
Providence, RI 02903
PH 401-453-3600
FAX 401-453-3604

Laurie Burt
Foley, Hoag & Eliot, LLP
One Post Office Square
Boston, MA 02109
PH 617-832-1000
FAX 617-832-7000

For Emhart Industries, Inc.:

Jerome C. Muys, Jr.
Swidler Berlin Shereff Friedman LLP
3000 K Street, NW, Suite 300
Washington DC 20007-5116
PH 202-424-7547
FAX 202-424-7643

For Crown-Metro, Inc.:

Knox L. Haynsworth, III
Brown, Massey, Evans, McLeod & Haynsworth, P.A.
P.O. Box 2464
Greenville, SC 29602PH 864-271-7424
FAX 864-242-6469

For New England Container Company, Inc.:

Stuart R. Deans, Esq.
Robinson & Cole LLP
Financial Centre
695 East Main Street
P.O. 10305
Stamford, CT 06904-2304

PH 203-462-7500
FAX 203-462-7599

BK 995 PG 0209

BK: 1370 PG: 8

As to Grantor:

Stephen Embler 10-24-02
~~Stephen Embler~~

President of the Mill at Allendale Condominium Association
The Mill at Allendale Condominium
Woonasquatucket Avenue
North Providence, Rhode Island

Frank A. Lombardi, Esquire
1000 Smith Street
Providence, Rhode Island 02908

20. General provisions:

a) Controlling law: The Interpretation and performance of this Instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Rhode Island.

b) Definitions: Any provision or term not otherwise defined in this Instrument shall have the meaning set forth in the Unilateral Administrative Order and the appendices to the Unilateral Administrative Order.

c) Liberal construction: Any general rule of construction to the contrary notwithstanding, this Instrument shall be liberally construed in favor of the grant to effect the purpose of this Instrument, the Unilateral Administrative Order and its appendices, and the policy and purpose of CERCLA. If any provision of this Instrument is found to be ambiguous, an interpretation consistent with the purpose of this Instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

d) Severability: If any provision of this Instrument, or the application of it to any person or circumstance, is found to be invalid, the finding of invalidity will not affect i) the validity of the remainder of the provisions in the Instrument, or ii) the application of such provisions to any other person or circumstances.

e) Entire Agreement: This Instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior oral understandings relating thereto, all of which are merged into this Instrument.

f) No Forfeiture: Nothing contained in this Instrument will result in a forfeiture or reversion of Grantor's title in any respect.

g) Successors: The covenants, terms, conditions, and restrictions of this Instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, successors-in-title, and assigns and shall continue as a servitude running with the Property. The term "Grantor" wherever used herein, and any pronouns used in place of the term "Grantor," shall include the person and/or entity named at the beginning of this document, identified as "Grantor" and its heirs, successors, successors-in-title, personal representatives and assigns. The term "Grantee," wherever used herein, and any pronouns used in place of the term "Grantee," shall include the person and/or entity named at the beginning of this document, identified as "Grantee," and its personal representatives and assigns. The rights of the Grantee and Grantor under this Instrument are freely assignable, subject to the notice provisions contained in this Instrument. Any transferee of the fee title to the Property or any leasehold interest in the Property shall automatically be deemed, by acceptance of such interest, to have acquired such title or interest subject to the restrictions contained or referred to in this Instrument and to have agreed to execute any and all Instruments reasonably necessary to carry out the provisions of this Instrument, Consistent with the Rhode Island Code, Title 34, Chapter 39-3(c), the rights and obligations under this Instrument shall not be subject to a 30-year limitation on restrictive covenants.

h) Termination of Rights and Obligations: A party's rights and obligations under this Instrument terminate upon transfer of the party's interest in the referenced in paragraph of this Instrument or Property, except that liability for the following shall survive the transfer:

- (1) acts or omissions occurring, prior to the transfer shall survive the transfer;
- (2) acts or omissions contradicting the provisions and terms of this agreement;
- (3) any liability resulting from exacerbation of contaminants by Grantor, its successors, assigns, lessees, or sub lessees;
- (4) criminal liability; and
- (5) liability for violations of local, state, or federal laws or regulations.

i) Captions: The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon the construction of this Instrument.

J) Counterparts: The parties may execute this Instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In event of any disparity between the counterparts produced, the recorded counterpart shall control.

EX-98580211

k) Further Assurances: From time to time after the execution of this Instrument and without further consideration, the parties hereto will execute and deliver, or arrange for the execution and delivery of, such other instruments and take such other action or arrange for such other actions as may reasonably be requested to more effectively complete any of the transactions provided for in this Instrument.

TO HAVE AND TO HOLD unto the Grantee and the Grantee's personal representatives and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed by its duly authorized representative this 24th day of October, 2002.

WITNESS: _____

THE MILL AT ALLENDALE CONDOMINIUM

By: Stephen Ember

Stephen Ember, President
The Mill at Allendale Condominium Association

Stephen Ember 10-24-02

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 24th day of October, 2002, before me, the undersigned, a Notary Public in and for the State of Rhode Island, duly commissioned and sworn, personally appeared Stephen Ember, President, The Mill at Allendale Condominium Association of THE MILL AT ALLENDALE CONDOMINIUM, known by me to be the party so executing the foregoing agreement for and on behalf of THE MILL AT ALLENDALE CONDOMINIUM, and he acknowledged said Instrument, by him so executed, to be his free act and deed in said capacity and the free act and deed of THE MILL AT ALLENDALE CONDOMINIUM.

Signature

Phyllis J. Giarrusso

NOTARY PUBLIC

My Commission Expires: 8/7/05

ROBIN D. PIMENTAL
TOWN OF JOHNSTON

BK 995 PG 0212

EXHIBIT A

BK: 1370 P

THE HILL AT ALLENDALE CONDOMINIUM
NORTH PROVIDENCE/JOHNSTON
RHODE ISLAND

BOOK 0219 PAGE 0132

A certain parcel of land situated in Towns of North Providence and Johnston, Providence County, State of Rhode Island, bounded and described as follows:

Beginning at a railroad spike at the intersection of the westerly sideline of Woonasquatucket Avenue and the southerly sideline of Allendale Avenue;

Thence running southeasterly along the westerly sideline of Woonasquatucket Avenue, a distance of 457.9 feet;

Thence turning an interior angle of $172^{\circ} 20'$ and running along the westerly sideline of Woonasquatucket Avenue, a distance of 14.0 feet;

Thence turning an interior angle of $114^{\circ} 21' 00''$ and running a distance of 95.06 feet;

Thence turning an interior angle of $152^{\circ} 13'$ and running a distance of about 293 feet to the easterly bank of the Woonasquatucket River;

Thence turning and running southerly along the said easterly bank of the Woonasquatucket River down into Lyman Pond;

Thence turning and running westerly across the Woonasquatucket River to the westerly bank of said Woonasquatucket River;

Thence turning and running northerly along the westerly bank of said Woonasquatucket River to the dam at the southerly end of Allendale Pond;

Thence turning and running northwesterly along the westerly bank of said Allendale Pond to the easterly property line of the Narragansett Electric Company;

Thence turning and running less northwesterly by the easterly property line of said Narragansett Electric Company to the westerly bank of the Woonasquatucket River;

Thence running northwesterly by the westerly bank of the Woonasquatucket River to the northerly property line;

Thence turning and running easterly to a stone bound of record on the easterly bank of the Woonasquatucket River;

Thence turning an interior angle of $192^{\circ} 30'$ and running easterly, a distance of 103.21 feet to a stone bound of record;

Thence turning an interior angle of $229^{\circ} 47'$ and running northeasterly, a distance of 278.55 feet to a stone bound of record;

Thence turning an interior angle of $130^{\circ} 33'$ and running easterly to the easterly bank of the Woonasquatucket River;

E2'd

AUG 26 1921 M H MOORE

BK 995 PG 0214
EXHIBIT B



Commonwealth
A LANDAMERICA COMPANY

BK: 1370 PG: 13

CERTIFICATE OF TITLE

Date: October 26, 2001

To: the United States Environmental Protection Agency and the United States of America

Commonwealth Land Title Insurance Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 101 Gateway Center Parkway, Gateway One, Richmond, Virginia 23235, certifies that it has made a thorough search of the title to the property described in Schedule A hereof, beginning December 16, 1915, and hereby certifies that the title to said property, which is a common element within The Mill at Allendale Condominium, is indefeasibly vested in fee simple of record in the record owners of the fifty-two (52) condominium units in The Mill at Allendale Condominium, each said unit owner having an undivided one fifty-second interest in said property, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to the corporation, impairing or otherwise affecting the title to said property, except as shown in Schedule B hereof.

The maximum liability of the undersigned corporation under this Certificate of Title to the United States Environmental Protection Agency and the United States of America (and each of them), is limited to \$750.00, the amount of the enclosed invoice.

In consideration of the payment of the enclosed invoice, this Certificate of Title is issued solely for the use and benefit of the United States Environmental Protection Agency and the United States of America (and each of them).

In witness whereof, Commonwealth Land Title Insurance Company has caused these presents to be signed in its name and behalf and delivered by its proper officers thereunto duly authorized, as of the date first above mentioned.

Commonwealth Land Title Insurance Company

By: _____

Michael B. Mellon
Rhode Island State Counsel

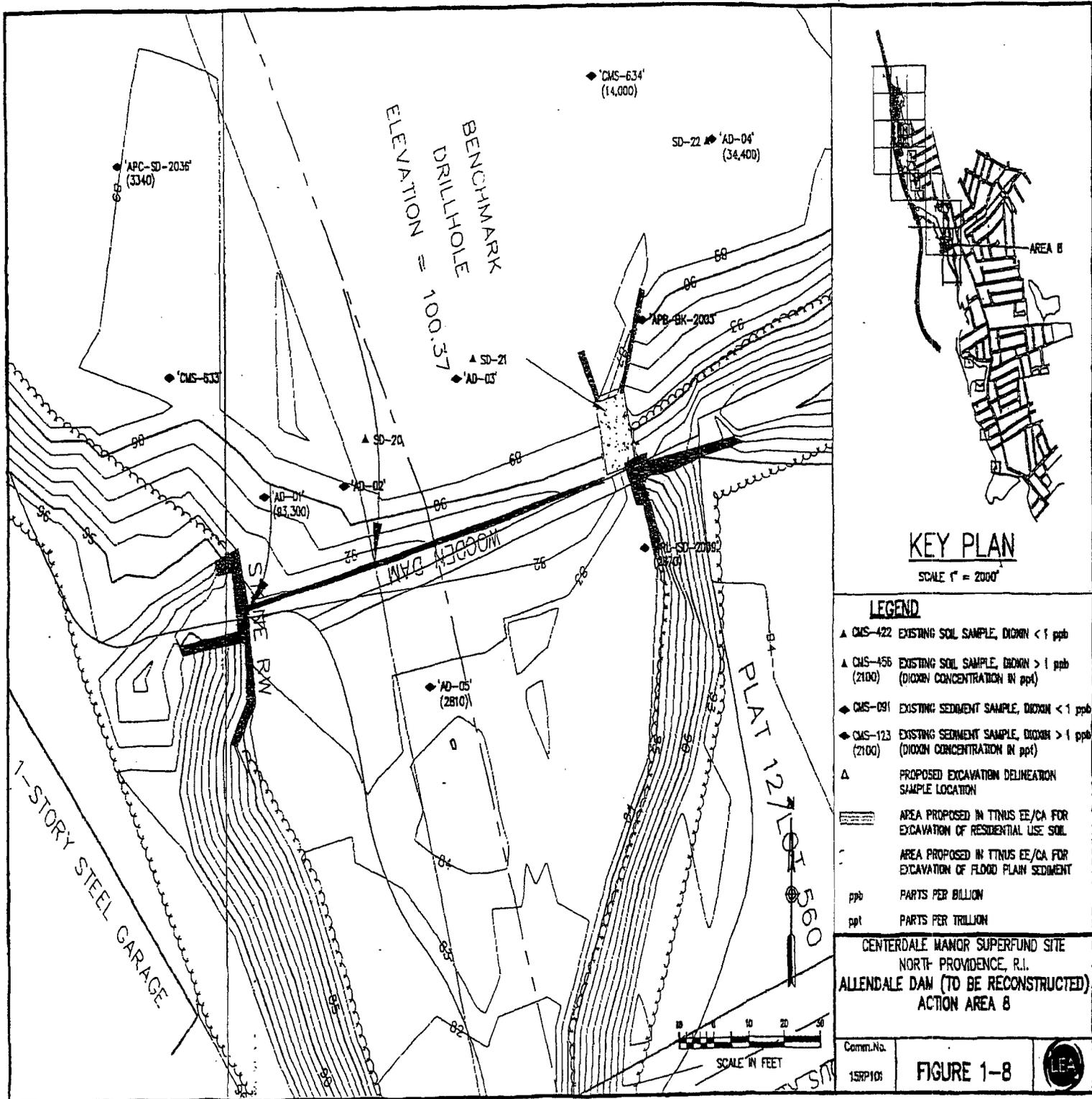
CERTIFICATE OF TITLE
October 26, 2001
Page 2

BK 995930215

BK: 1370 PG: 14

Schedule A

The Allendale Dam, so-called, situated partly in the Town of Johnston and partly in the Town of North Providence, laid out and delineated as "Wooden Dam" on that certain plan entitled, "Centerdale Manor Superfund Site North Providence, R.I. ALLENDALE DAM (TO BE RECONSTRUCTED) ACTION AREA 8)", a copy of which is attached hereto and made a part hereof.



CERTIFICATE OF TITLE

October 26, 2001

Page 3

995860217
BK 1370 PG 16

Schedule B

A. TAXES

Any and all unpaid real estate taxes which may encumber a unit owner's percentage interest in the Condominium's common elements.

B. WATER AND SEWER CHARGES

Any and all unpaid water and sewer charges which may encumber a unit owner's percentage interest in the Condominium's common elements.

C. MORTGAGES/LIENS

Any unit mortgages or liens of record which may encumber a unit owner's percentage interest the Condominium's common elements.

D. RESTRICTIONS/EASEMENTS/OTHER

1. Declaration of the Mill at Allendale Condominium dated August 28, 1988 and recorded in North Providence Book 184 at page 818 and in Johnston in Book 219 at page 100, as the same may be amended, and the by-laws and plats and plans recorded in connection therewith.
2. Easement from Centredale Worsted Mills to Narragansett Electric Lighting Company dated January 2, 1917 and recorded In North Providence Book 15 at page 472.
3. Easement from Allendale Company to Providence Gas Company dated August 26, 1958 and recorded in North Providence Book 53 at page 621 and in Johnston in Book 86 at page 530.
4. Rights of the City of Providence in and to Easement from Allendale Company to City of Providence dated February 13, 1964 and recorded in Book 58 at page 551 in North Providence and in Johnston in Book 102 at page 230.
5. Rights over Allendale Avenue and a private way as set forth in deed to John Mondillo et als dated July 15, 1954 and recorded in Johnston Book 78 at page 408 and in deed to Henry G. Jutras et als. dated June 4, 1952 and recorded in Johnston Book 75 at page 205.

CERTIFICATE OF TITLE

October 26, 2001

Page 4

BK 995 PG 0218

Schedule B

BK: 1370 PG: 17

6. Easement to Providence Telephone Company dated December 18, 1906 and recorded in Johnston Book 16 at page 398 as modified by agreement dated March 10, 1914 and recorded in Johnston Book 21 at page 477.
7. Easement to Narragansett Electric Lighting Company dated October 26, 1923 and recorded in Johnston Book 37 at page 226.
8. Reservation in deed to Napoleon Paquin dated June 9, 1923 and recorded in Johnston Book 36 at page 147.
9. Rights of others in and to any streets or ways abutting or crossing the insured, but not limited to, those streets shown on a plat entitled "Plat of house lots surveyed and plotted by Samuel B. Cushing and Co. August 1871 upon the estate of Obadiah Olney, deceased", which plat is recorded on North Providence Plat Card 47.
10. Rights of others (including any rights of flowage) in and to the Woonasquatucket River
11. Rights, if any, of the property owners abutting the Lyman Pond or Lymansville Pond or Allendale Pond in and to the waters of the Lyman Pond or Lymansville Pond or Allendale Pond and in and to the bed thereof; also boating and fishing rights of property owners abutting the Lyman Pond or Lymansville Pond or Allendale Pond or the stream of water leading thereto and therefrom.
12. Zoning Agreement with the Town of North Providence in North Providence Book 171 at page 342.
13. Easement to Narragansett Electric Company In Book 182 at page 787 Survey entitled -Compiled Plan of Land North Providence/Johnston (Rhode Island) dated August 14, 1986 and prepared by Harry R. Feldman, Inc." discloses raceway on premises.
14. Tax Sale Deed recorded in Johnston Book 429 at page 276
15. Any questions arising from the fact that the deeds to Units 106-109, 111-121, 206-211, 215, 217-219, 221, 406-419, 422 and 425 have not been recorded in Johnston.

CERTIFICATE OF TITLE
UPDATED FROM ORIGINAL CERTIFICATE DATED OCTOBER 26, 2001

Date: December 5, 2003

To: the United States Environmental Protection Agency and the
United States of America

Our File No. 276407

Commonwealth Land Title Insurance Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 101 Gateway Center Parkway, Gateway One, Richmond, Virginia 23235, certifies that it has made a thorough updated search of the title to the property described in Schedule A hereof, beginning October 26, 2001, the date of its prior Certificate of Title, and hereby certifies that the title to said property, which is a common element within The Mill at Allendale Condominium, is still indefeasibly vested in fee simple of record in the record owners of the fifty-two (52) condominium units in The Mill at Allendale Condominium, each said unit owner having an undivided one fifty-second interest in said property, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to the corporation, impairing or otherwise affecting the title to said property, except as shown in Schedule B of the Certificate of Title dated October 16, 2001, and except the additional matters as shown in Schedule B hereof found during the period of this updated search.

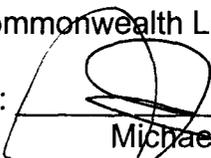
The maximum liability of the undersigned corporation under this Certificate of Title to the United States Environmental Protection Agency and the United States of America (and each of them), is limited to \$350.00, the amount of the enclosed invoice.

In consideration of the payment of the enclosed invoice, this Certificate of Title is issued solely for the use and benefit of the United States Environmental Protection Agency and the United States of America (and each of them).

In witness whereof, Commonwealth Land Title Insurance Company has caused these presents to be signed in its name and behalf and delivered by its proper officers thereunto duly authorized, as of the date first above mentioned.

Commonwealth Land Title Insurance Company

By: _____


Michael B. Mellion
Rhode Island State Counsel

COMMONWEALTH LAND TITLE INSURANCE COMPANY

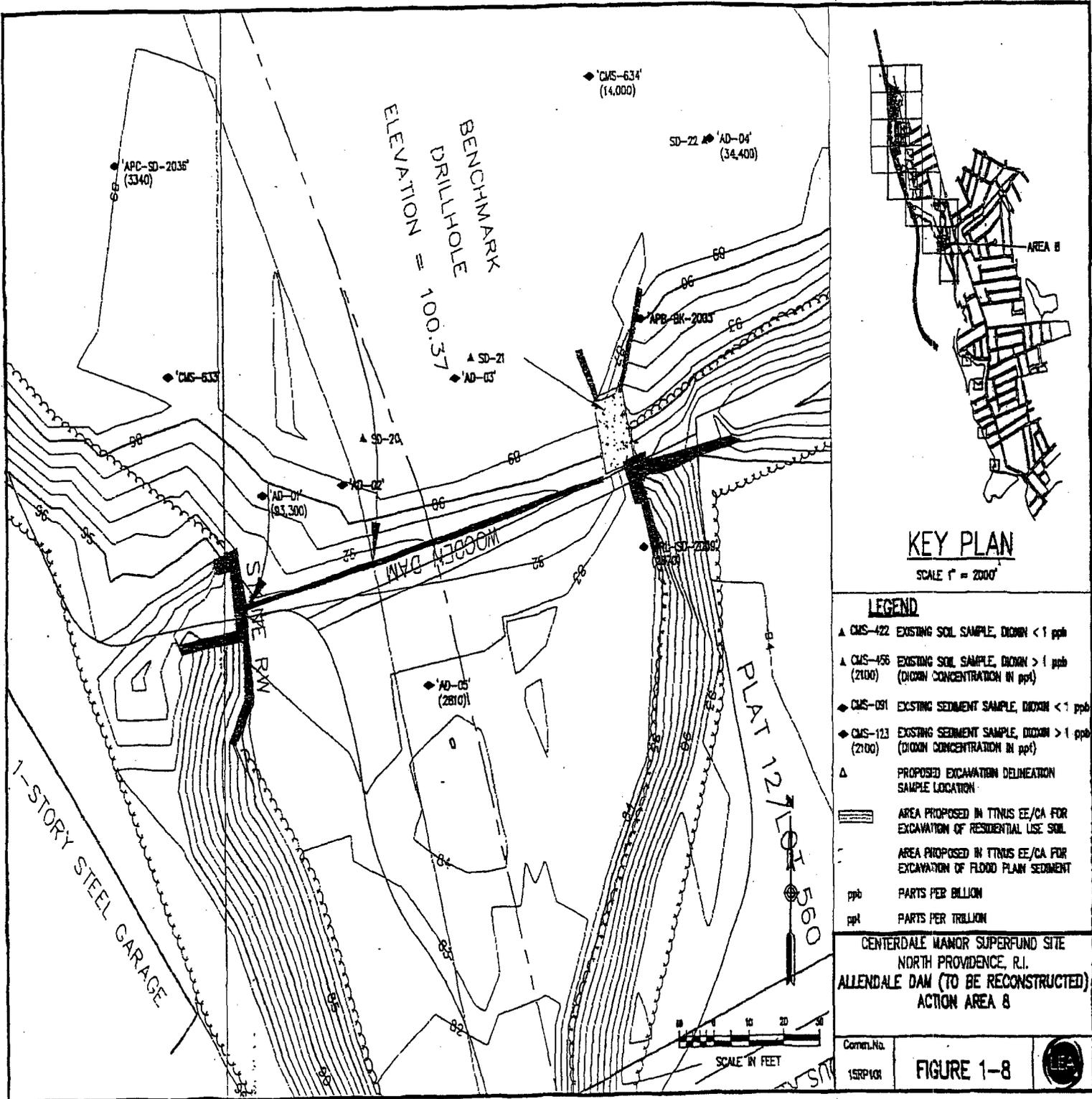
CERTIFICATE OF TITLE

December 5, 2003

Page 2

Schedule A

The Allendale Dam, so-called, situated partly in the Town of Johnston and partly in the Town of North Providence, laid out and delineated as "Wooden Dam" on that certain plan entitled, "Centerdale Manor Superfund Site North Providence, R.I. ALLENDALE DAM (TO BE RECONSTRUCTED) ACTION AREA 8)", a copy of which is attached hereto and made a part hereof.



BK995PG0222

COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE OF TITLE

December 5, 2003

Page 3

BK: 1370 PG: 21

Schedule B

A. TAXES

Any and all unpaid real estate taxes which may encumber a unit owner's percentage interest in the Condominium's common elements.

B. WATER AND SEWER CHARGES

Any and all unpaid water and sewer charges which may encumber a unit owner's percentage interest in the Condominium's common elements.

C. MORTGAGES/LIENS

Any unit mortgages or liens of record which may encumber a unit owner's percentage interest the Condominium's common elements.

D. RESTRICTIONS/EASEMENTS/OTHER

1. Terms and conditions of Access Agreement dated February 6, 2002 by and between by and between The Mill at Allendale Condominium Association and CoxCom, Inc., d/b/a Cox Communications New England, as evidenced by Memorandum of Agreement recorded May 16, 2002 at 9:05 A.M. in Book 656 at Page 83.
2. Insignificant Alteration - Permit issued by the Rhode Island Department of Environmental Management dated October 1, 2003 and recorded October 10, 2003 at 2:40 P.M. in Book 933 at Page 242.

ROBIN D. PIMENTAL
TOWN OF JOHNSTON
TOWN CLERK
03/11/2004 10:45:33AM

RECEIVED FOR RECORD
North Providence, R.I. MAR 11 2004
10:15 o'clock P.M.

Witness:
Maryann Desrosiers
Town Clerk

2/89