

## ORDINANCE

IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:

**§325-9. Amendment to Lease with Greenville Water District.**

A. In accordance with Home Rule Charter ' 2.12(5), the Town Council hereby authorizes an amendment to its Lease with the Greenville Water District dated September 7, 2012. Said Lease Amendment shall be in the form which is attached hereto.

B. The Town Council President is hereby authorized to sign on behalf of the Town all documents necessary to complete the amendment of the lease described herein.

## AMENDMENT TO LEASE

**THIS AMENDMENT TO INDENTURE OF LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **TOWN OF SMITHFIELD**, a Rhode Island Municipal Corporation, by and through its Town Council, acting pursuant to the Smithfield Home Rule Charter and also in its capacity as the Smithfield Water Supply Board, hereinafter referred to as the “Town”, and the **GREENVILLE WATER DISTRICT**, a quasi-municipal corporation created by an Act of the Rhode Island General Assembly, hereinafter referred to as the “GWD”.

**WHEREAS**, the Town and the GWD entered into a Lease dated September 7, 2012, between the Town and GWD, hereinafter referred to as the “Lease”.

**NOW THEREFORE**, it is mutually covenanted and agreed by and between the parties as follows:

1. The parties hereto, in consideration of the mutual covenants and agreements to be kept and performed by the parties hereto, do hereby amend Paragraph 5.b) of said Lease so that it reads as follows:

5. LEASE PAYMENTS:

b) The GWD shall forthwith convey to the Town that parcel of land described as Smithfield A.P. 17, Lot 10, free and clear of all liens and encumbrances, in order to compensate the Town for the transfer of the twelve (12) existing customers detailed in Paragraph 3 hereof, and also to compensate the Town for the value of the 12-inch water main referenced in Paragraph 2(b) hereof.

2. All other provisions of the Lease are incorporated herein by reference, and all terms previously agreed upon which are not replaced by this Amendment to Lease are confirmed.

**IN WITNESS WHEREOF**, the parties have hereunto caused this instrument to be duly executed, in triplicate, the day and year first above written.

In presence of:

**TOWN OF SMITHFIELD**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Alberto J. LaGreca, Jr.  
Town Council President

**GREENVILLE WATER DISTRICT**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Robert P. Murray, Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the Town of Smithfield this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Alberto J. LaGreca, Jr., to me known and known by me to be the Town Council President of the Town of Smithfield and the person executing the foregoing instrument, 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 Town of Smithfield.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the Town of Smithfield this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared Robert P. Murray, to me known and known by me to be the Chairman of the Greenville Water District and the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Greenville Water District.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_