

MEMORANDUM REGARDING 16 FT.-WIDE

RIGHT OF WAY

The Applicant, Henry Cabrera purchased the approximate 14-acre parcel of land from Sean P. McGarty by deed recorded on December 12, 2016. The deed stated that it was “made subject to any rights of way of record and together with all rights of way that are appurtenant to the above described parcels.” (Exhibit “A”)

Sean P. McGarty was granted the property by deed from Margaret L. Gregory, recorded on December 2, 2004. That deed contained the same language regarding rights of ways. The deed also stated that it was “Meaning and intending to convey all of that certain real estate conveyed by Benjamin S. Carpenter, Sr., to Benjamin S. Carpenter, Jr., by deed dated the 20th of September, 1972. . . “ (Exhibit “B”)

The deed from Benjamin S. Carpenter, Sr. to Benjamin S. Carpenter, Jr. dated September 20, 1972 included a metes and bounds description of the property and an attached map. (Exhibit “C”) The attached map showed the 16 ft. right of way as “Driveway”. That deed included the following language:

“Together with the right to pass and repass on foot and with all manner of vehicles to and from the aforegranted premises over that portion of said sixteen (16) foot right of way granted to William H. Healey et als. lying north of the easterly extension of the southerly line of the aforegranted premises. . .”

The right of way to William H. Healey et als. referred to in the Carpenters’ deed had several purposes. The original easement was on the westerly side of the property. The document

filed in 1942 relinquished that easement and created a new easement on the easterly side of the property. The easement was described as follows:

“a roadway 16 feet wide, now laid out and used by the parties of the first part, the westerly line of said roadway being 960 feet, more or less, easterly from the easterly line of the old right of way, so called, said roadway extending in a general southerly direction to land of the parties of the first part, to be used for travel by the usual modes of conveyance.” (Exhibit D)

It is clear that the Applicant’s property was granted the right to use the 16 ft.-wide right-of-way for the right to pass and repass on foot and by all manner of vehicles. There was no limitation on the property owners’ use of the right-of-way.

In 1985, the property owner to the east and south of the Applicant’s property proposed the Land-N-Sea Residential Compound which included several phases. The properties to the south of the Applicant’s property are a portion of the residential compound serviced by Walden Way which comes from Matunuck Schoolhouse Road from the south. The properties to the west of the Applicant’s property are a portion of the residential compound serviced by Hummingbird Hollow which comes in from Route One from the north. The property serviced by Hummingbird Hollow are the five lots created by Land-N-Sea Phase IV. (Exhibit E) Lots 3, 4 and 5 on that plan, directly abut the Applicant’s property to the east. The 16 ft.-wide right-of-way starts on the southern line of Lot 5 and runs through Lot 4 and Lot 3 until it enters the Applicant’s property, then runs through property owned by George and Iona Gardner until it meets Route One.

When Joe Young was proposing Land-N-Sea Phase IV, there were objections made by the owner of the Applicant’s property at that time, Margaret L. Gregory and the owner of the Gardner property located to the northwest of the Applicant’s property, designated as South Kingstown Tax Assessor’s Plat 78-3, Lot 8. At that time, Joe Young, Margaret L. Gregory, and the Gardners entered into an Agreement and Covenant as to the 16 ft.-wide right-of-way.(Exhibit

F) The document stated that Margaret L. Gregory and the Gardners withdrew their objections to the residential compound. Joe Young agreed that the properties in Land-N-Sea Phase IV would not use the 16 ft.-wide right-of-way for access by motor vehicles. It did permit access by foot, bicycle or horseback. The Agreement stated that Mr. Young would provide a sign to Margaret L. Gregory and the Gardners, stating that access to Land-N-Sea Residential Compounds cannot be gained over said right-of-way.

The parties to the Agreement recognized that the owner of property designated as South Kingstown Tax Assessor's Plat 84-2, Lot 3 to the south of the 16 ft.-wide right-of-way which was owned by Arthur W. Dexter, Diane H. Dexter, and Mary Elizabeth Johnson would have the right to the unobstructed use of the 16 ft.-wide right-of-way. That property is now owned by the Thatchers.

It is clear that the intent of the Agreement and Covenant as to a 16 ft.-wide Right-Of-Way was to prevent the lots being created by the Land-N-Sea Phase IV Residential Compound from using the 16 ft.-wide right-of-way for motor vehicles. It did permit them to use it by foot, bicycle or horseback. While the owner of the Dexter/Thatcher property to the south was not a party to the agreement, it recognized that the owner of that property had the right to the unobstructed use of the 16 ft.-wide right-of-way.

The document specifically stated that Mr. Young released and quit-claimed to Margaret L. Gregory and the Gardners,

“all of its right, title and interest in and to a right-of-way crossing over that portion of that certain “16’ Wide Private R.O.W. to Lot 3, Tax Assessor’s Map 84-2” shown on the “Land-N-Sea IV Plat”, running in a northerly portion from Lot No. 3 on said Plat to Route One across said Lots 7 and 8 on Tax Assessor’s Map 78-3 which right-of-way is the appurtenant right-of-way referred to in the title deeds to said land comprising the “Land-N-Sea IV Plat”.

The Agreement clearly states that the owners of the Applicant's property and the Gardner's property own the right-of-way as it runs from Route One across their properties.

The Agreement and Covenant as to the 16 ft.-wide Right-Of-Way did not give up any of the previous rights granted to the Applicant's property or the Gardner's property for the use of the remaining 16 ft.-wide right-of-way. It did not terminate their right to use their right-of-way, nor did it limit it in any way. It is clear that the purpose of the document was to limit the use by the property owners in Land-N-Sea IV.

In conclusion, the Applicant's property was granted the right to pass and repass by foot and by vehicle over the 16 ft.-wide right-of-way. At no time did any of the owners of the Applicant's property relinquish the rights to use the 16 ft.-wide right-of-way or limit them in any manner.

PRESENTED BY:



John F. Kenyon, Esq. #4448
Kenyon Law Associates
133 Old Tower Hill Road
Wakefield, RI 02879
(401) 789-0217
JFK@KenyonLawyers.com

EXHIBIT "A"

Witness: South Kingstown Town Clerk

Ek L1628 P#498 #40
12-12-2016 @ 03:21:0

Warranty Deed

I, SEAN P. MCGARTY, of the Town of South Kingstown, County of Washington, State of Rhode Island, for consideration paid in the amount of Four Hundred Sixty Five Thousand Five Hundred and 00/100 (\$465,500.00) dollars, grant to HENRY CABRERA of the Town of South Kingstown, County of Washington, State of Rhode Island, as sole owner with Warranty Covenants:

Those certain parcels of real estate with all buildings and improvements thereon located in the Town of South Kingstown, County of Washington, State of Rhode Island, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

Subject to taxes assessed as of December 31, 2015.

Grantor hereby covenants that R.I.G.L. 23-28-35.1 has been complied with.

Grantor hereby covenants that he is a Rhode Island resident in compliance with R.I.G.L. 44-30-71.3 as evidenced by Affidavit.

WITNESS MY HAND THIS 12 DAY OF DECEMBER, 2016.

Sean P. McGarty
Sean P. McGarty

State of Rhode Island
County of WASHINGTON

In Charlestown on this 12th day of December, 2016 before me personally appeared Sean P. McGarty to me known and known by me to be the party executing the foregoing instrument in such capacity, and he acknowledged said instrument, by him executed to be his free act and deed.

Catherine E. Graziano #44022
Notary Public
Print name: CATHERINE E. GRAZIANO
M.C.E.: 11-20-18

016437
REORDER 150
TOWN OF SOUTH KINGSTOWN
DATE 12-12-16
FAX # 814130
318

Legal Description

All that certain lot or parcels of land, together with the buildings and improvements thereon, situated in the Town of South Kingstown, County of Washington and State of Rhode Island, bounded and described as follows:

PARCEL ONE: Being a certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of the New State Highway (Route 1) and is bounded and described as follows, viz:

Commencing at the northwesterly corner of hereby conveyed premises at the intersection of the land now or formerly of George S. Krajian and the New State Highway (Route 1) at a point 220 feet, more or less, in a southerly direction from the Old Post Road;

Thence the line runs in an easterly direction following a wall 600 feet to a point at land now or formerly of Ralph E. Phillips, bounded northerly by the New State highway (Route 1);

Thence the line turns and runs in a southerly direction following a wall 1190 feet to a point, bounded easterly by land now or formerly of Ralph E. Phillips;

Thence the line turns and runs in a westerly direction 625 feet following a wall to a point, bounded southerly by land now or formerly of the Horace D. Healey Estate;

Thence the line turns and runs in a northerly direction following a wall 1160 feet back to the point or place of beginning, bounded westerly by land now or formerly of George S. Krajian, or however otherwise bounded.

PARCEL TWO: Being that certain lot of land located at or near "Gatewood" in said Town of South Kingstown and is bounded and described as follows, viz:

Commencing at the northwesterly corner of land now or formerly of Joseph J. Young, Jr., where the land now or formerly of Joseph J. Young, Jr., meets land now or formerly of Benjamin S. Carpenter, Sr., on the west side and that land now or formerly of Ralph E. Phillips on the north side;

Thence running easterly across the sixteen (16') foot right of way and along a stone wall (the northern border of land now or formerly of Joseph J. Young, Jr.) 220 feet to the end of the wall;

Thence running northerly 195 feet to a steel marker in the existing fence;

Thence running westerly 220 feet along the existing fence and across the sixteen (16') foot right of way to land now or formerly of Benjamin S. Carpenter;

Thence running southerly along the easterly border of Benjamin S. Carpenter, Sr., land (now or formerly) to the point or place of beginning, or however otherwise bounded or described.

EXPRESSLY EXCEPTING FROM THE HEREBY CONVEYED FIRST TRACT the so-called "front lot" which contains four (4) acres, more or less, and is bounded and described as follows, viz;

Commencing at the northwesterly corner of hereby conveyed premises at the service road running off the New State Highway (Route 1),

Thence the line runs in an easterly direction 454.5 feet more or less, to a point bounded northerly by the "Service Road";

Thence the line runs in a southerly direction 385.5 feet, more or less, bounded easterly partly by a pasture;

Thence the line turns and runs in a westerly direction 454.5 feet to a point, bounded southerly by Gatewood Farm, now or formerly of Benjamin S. Carpenter, Sr.;

Thence the line turns and runs in a northerly direction 385.5 feet, more or less, back to the "Service Road," the point or place of beginning, or however otherwise bounded or described.

Conveyance is made subject to any rights of way of record and together with all rights of way which are appurtenant to the above described parcels.

BEING further designated as Plat 78-3 on lot 7 of the South Kingstown Tax Assessor's Plat as presently constituted, for reference purposes only.

Gantee
Property Address:

3812 Commodore Oliver Hazard Perry Highway
South Kingstown, RI

Witness: South Kingstown Town Clerk
[Signature]

WARRANTY DEED

I, MARGARET L. GREGORY, of the Town of South Kingstown, County of Washington, State of Rhode Island, for consideration paid, grant to SEAN P. McGARTY, formerly of Charlestown, Rhode Island, and now of 3812 Commodore O. H. Perry Highway, South Kingstown, RI 02879, as sole owner, with WARRANTY COVENANTS:

Those certain parcels of real estate with all buildings and improvements thereon located in the Town of South Kingstown, County of Washington and State of Rhode Island, being more particularly described on Exhibit A attached hereto and made a part hereof.

Subject to taxes assessed as of December 31, 2003.

GRANTOR HEREBY COVENANTS THAT R.I.G.L. 23-28.35-1 HAS BEEN COMPLIED WITH.

GRANTOR HEREBY COVENANTS THAT SHE IS A RHODE ISLAND RESIDENT IN COMPLIANCE WITH R.I.G.L. 44-30-71.3 AS EVIDENCED BY AFFIDAVIT.

WITNESS my hand this 1st day of December 2004.

Margaret L. Gregory
by Robert B. Gates Attorney-in-Fact
Margaret L. Gregory by
Robert B. Gates, Attorney-in-Fact

TAX # 21280
DATE 12-2-2004
REC'D BY AC

010350

REAL ESTATE COMMISSION

STATE OF RHODE ISLAND
COUNTY OF Washington

In Washington on the 1 day of December, 2004 before me personally appeared ROBERT B. GATES, Attorney-in-Fact for Margaret L. Gregory, to me known and known by me to be the party executing the foregoing instrument in such capacity, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of Margaret L. Perry Gregory RG

[Signature]

Notary Public
Print Name: MARGARET A. LAWRENCE
My Commission Expires NOTARY PUBLIC
COMMISSION EXPIRES JULY 28, 2008

Name and Address of Grantee:
Sean P. McGarty
3812 Commodore O. H. Perry Highway
South Kingstown, RI 02879
PO Box 1303
CHARLESTOWN RI
02813

DESCRIPTION OF PROPERTY AT 3812 COMMODORE O. H. PERRY HIGHWAY,SOUTH KINGSTOWN, RI

Those certain parcels of real estate with all buildings and improvements thereon bounded and described as follows:

PARCEL ONE: Being a certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of the New State Highway (Route 1) and is bounded and described as follows, viz:

commencing at the northwesterly corner of hereby conveyed premises at the intersection of land now or formerly of George S. Krajian and the New State Highway (Route 1) at a point 220 feet, more or less, in a southerly direction from the Old Post Road,

thence the line runs in an easterly direction following a wall 600 feet to a point at land now or formerly of Ralph E. Phillips, bounded northerly by the New State Highway (Route 1);

thence the line turns and runs in a southerly direction following a wall 1190 feet to a point, bounded easterly by land now or formerly of Ralph E. Phillips,

thence the line turns and runs in a westerly direction 625 a feet following a wall to a point, bounded southerly by land now or formerly of the Horace D. Healey Estate;

thence the line turns and runs in a northerly direction following a wall 1160 feet back to the point or place of beginning, bounded westerly by land now or formerly of George S. Krajian, or however otherwise bounded.

PARCEL TWO: Being that certain tract or lot of land located at or near "Gatewood" in said town of South Kingstown and is bounded and described as follows, viz:

commencing at the northwesterly corner of land now or formerly of Joseph J. Young, Jr., where the land now or formerly of Joseph J. Young, Jr., meets land now or formerly of Benjamin S. Carpenter, Sr., on the west side and that land now or formerly of Ralph E. Phillips on the north side,

thence running easterly across the sixteen (16') foot right of way and along a stone wall (the northern border of land now or formerly of Joseph J. Young, Jr.) 220 feet to the end of the wall;

thence running northerly 195 feet to a steel marker in the existing fence,

thence running westerly 220 feet along the existing fence and across the sixteen (16') foot right of way to Benjamin S. Carpenter land (now or formerly);

thence running southerly along the easterly border of Benjamin S. Carpenter, Sr., land (now or formerly) to the point or place of beginning, or however otherwise bounded or described. Reference is made to deed of Ralph E. Phillips to Benjamin S. Carpenter, Sr., dated December 6, 1966, and recorded in the Land Evidence Records of the Town of South Kingstown, Rhode Island, in Book No. 100 at page 156.

EXPRESSLY EXCEPTING FROM THE HEREBY CONVEYED FIRST TRACT, the so-called "front lot" which contains four (4) acres, more or less, and is bounded and described as follows, viz:

commencing at the northwesterly corner of hereby conveyed premises at the service road running off the New State Highway (Route 1),

thence the line runs in an easterly direction 454.5 feet, more or less, to a point bounded northerly by the "Service Road";

thence the line runs in a southerly direction 385.5 feet, more or less, bounded easterly partly by a pasture;

thence the line turns and runs in a westerly direction 454.5 feet to a point; bounded southerly by Gateswood Farm, now or formerly of Benjamin S. Carpenter, Sr.;

thence the line turns and runs in a northerly direction 385.5 feet, more or less, back to the "Service Road," the point or place of beginning, or however otherwise bounded or described.

Conveyance is made subject to any rights of way of record and together with all rights of way which are appurtenant to the above described parcels.

Meaning and intending to convey all of that certain real estate conveyed by Benjamin S. Carpenter, Sr., to Benjamin S. Carpenter, Jr., by deed dated the 20th of September, 1972, which deed is recorded in the Land Evidence Records of the Town of South Kingstown, in Book 112 at Page 190 and also intending to describe all of Tax Lot OL26B on Block 117 of Tax Assessors maps of South Kingstown 3-16, and all of Lot OL26E in said Block and on said map.

EXHIBIT "C"

190

I, BENJAMIN S. CARPENTER SR. of the town of South Kingstown, County of Washington, in the State of Rhode Island, for consideration paid grant to my son, BENJAMIN S. CARPENTER JR. of the town of South Kingstown County of Washington, in the State of Rhode Island, with WARRANTY COVENANTS that certain real estate situated in the town of South Kingstown, County of Washington, in the State of Rhode Island and is bounded and described as follows:

FIRST TRACT: that certain lot of land together with all the buildings and improvements thereon situated in said town of South Kingstown, Rhode Island bounded and described as follows:

Beginning at the northwesterly corner of the premises to be conveyed at a point in a stone wall at the intersection of the southerly line of the proposed new state highway between Wakefield and Westerly and the westerly line of a private right-of-way granted to William H. Healey et als. by Harriet E. P. Crooker by indenture dated February 9, 1942 and recorded in the records of land evidence of said South Kingstown in Book 54 at pages 171 through 175, said point of beginning being three hundred and fifteen (315) feet, more or less, south of the southerly line of the Post Road (Route 1) thence running southerly bounding easterly on said right-of-way along said stone wall three hundred and ninety (390) feet to an angle; thence turning an interior angle of 90° and running westerly bounding southerly on other land of Ralph E. Phillips six hundred feet (600) to land now or formerly of George S. Krajian and a stone wall, thence turning an interior angle of 90° and running northerly along the line of said last mentioned stone wall bounding westerly on land now or formerly of George S. Krajian three hundred and sixty (360) feet to a point and an angle, said point being 215 feet, more or less, south of the southerly line of the Post Road (Route 1) thence turning and running easterly bounding northerly on the south side of said proposed new state highway six hundred (600) feet to the point or place of beginning, containing five (5) acres, more or less. Together with the right to pass and repass on foot and with all manner of vehicles to and from the aforegranted premises over that portion of said sixteen (16) foot right of way granted to William H. Healey et als. lying north of the easterly extension of the southerly line of the aforegranted premises, subject to all terms, conditions and restrictions of said indenture; reserving unto the grantor his heirs and assigns for the benefit of his remaining land and any or all parts or portions thereof and future grantees thereof the right to pass and repass on foot and with all manner of vehicles over a right-of-way sixteen (16) feet in width, said right of way bounding southerly on the southerly line of the aforedescribed premises and extending between the aforementioned Healy right-of-way and the easterly line of land now or formerly of George S. Krajian. The said Ralph E. Phillips, his heirs and assigns, are to have no duty or responsibility in law or equity or otherwise to grantee or his heirs, assigns, licensees or invitees or their families for the repair or lack of repair of said rights-of-way by any or for personal or property damages arising during or from the use of said right-of-way by any of the aforementioned parties. Reference is made to deed Ralph S. Phillips to the said Benjamin S. Carpenter dated March 9, 1964 and recorded in the Land Evidence Records of the town of South Kingstown, R. I. in Book No. 93 at pages 214-215.

SECOND TRACT: being a certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of the New State Highway (Route 1) and is bounded and described as follows, viz: commencing at the northwesterly corner of hereby conveyed premises at the intersection of land now or formerly of George S. Krajian and the New State Highway (Route 1) at a point 220 feet, more or less, in a southerly direction from the Old Post Road, thence the line runs in an easterly direction following a wall 600 feet to a point at land now or formerly of Ralph E. Phillips, bounded northerly by the New State Road (Route 1); thence the line turns

and runs in a southerly direction following a wall 1190 feet to a point, bounded easterly by land now or formerly of Ralph E. Phillips, thence the line turns and runs in a westerly direction 625 feet following a wall to a point, bounded southerly by land now or formerly of the D. Healey Estate; thence the line turns and runs in a northerly direction following a wall 1160 feet back to the point or place of beginning, bounded westerly by land now or formerly of George S. Krajian, or however otherwise bounded. This conveyance is made subject to a sixteen (16) foot right of way on the easterly side of hereby conveyed premises. Reference is made to deed Ralph E. Phillips to the said Benjamin S. Carpenter Sr. dated April 8, 1964 and recorded in the Land Evidence Records of the town of South Kingstown, Rhode Island in Book No. 93 at page 295.

THIRD TRACT: being that certain tract or lot of land located at or near "Gatewood" in said town of South Kingstown and is bounded and described as follows, viz: commencing at the northwesterly corner of land now or formerly of Joseph J. Young Jr. where the land now or formerly of Joseph J. Young Jr. meets land of Benjamin S. Carpenter Sr. on the west side and that land now or formerly of Ralph E. Phillips on the north side, thence running easterly across the sixteen (16) foot right of way and along a stone wall (the northern border of land now or formerly of Joseph J. Young Jr.) 220 feet to the end of the wall; thence running northerly 195 feet to a steel marker in the existing fence, thence running westerly 220 feet along the existing fence and across the sixteen (16) foot right of way to Benjamin S. Carpenter Sr. land; thence running southerly along the easterly border of Benjamin S. Carpenter Sr. land to the point or place of beginning, or however otherwise bounded or described. Reference is made to deed Ralph E. Phillips to Benjamin S. Carpenter Sr. dated December 6, 1966 and recorded in the Land Evidence Records of the town of South Kingstown, Rhode Island, in Book No. 100 at page 156.

EXPRESSLY EXCEPTING FROM HEREBY CONVEYED PREMISES the so-called "front lot" which contains four (4) acres, more or less and is bounded and described as follows, viz: commencing at the northwesterly corner of hereby conveyed premises at the service Road running off the new state highway (Route 1) thence the line runs in an easterly direction 454.5 feet, more or less, to a point, bounded northerly by the "Service Road"; thence the line runs in a southerly direction 385.5 feet, more or less, bounded easterly partly by a pasture; thence the line turns and runs in a westerly direction 454.5 to a point, bounded southerly by Gatewood Farm, now or formerly of Benjamin S. Carpenter Sr.; thence the line turns and runs in a northerly direction 385.5 feet, more or less, back to the "Service Road", the point or place of beginning, or however otherwise bounded or described.

The consideration for this conveyance is such that no state realty tax stamps are required hereon.

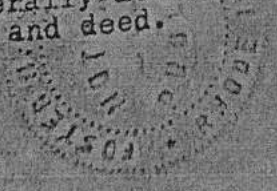
I, Dorothy E. Carpenter, wife of the grantor, Benjamin S. Carpenter/Sr. lease to the grantee all my right of dower and all other interest in the aforescribed premises.

Witness our hands this 20th day of September A. D. 1972

In presence of: [Signature] B.S.C. SR Benjamin S. Carpenter Sr.
[Signature] D.E.C. x Dorothy E. Carpenter

STATE OF RHODE ISLAND } In South Kingstown, Rhode Island, on this 20th
COUNTY OF WASHINGTON } day of September A. D. 1972, before me personally appeared Benjamin S. Carpenter Sr. and Dorothy E. Carpenter, his wife, both of them to me known and known by me to be the parties executing the foregoing instrument and they severally acknowledged said instrument by them so executed to be their free act and deed.

[Signature]
NOTARY PUBLIC
[Signature]



RECEIVED

BY

1972 SEP 21 AM 9:51

N

← TO WESTIRLY

GRASS HEDIX

TOWN OF

SO. KILGISTOWN, R. I.

TO WAKEFIELD →

SERVICE ROAD

DRIVEWAY

DWELLING
B.S.C., JR.

PASTURE

383.5'

401.5'

454.5'

GATEWOOD-FARM

BEN. S. CARPENTER, SR.

8-3-72

67-190-174

EXHIBIT "D"

171

INDENTURE made this 9th day of February, A. D. 1942 by and between WILLIAM H. HEALEY and SARAH E. JOHNSON, both of Westerly, Washington County, in the State of Rhode Island, EUNICE C. HEALEY, of Charlestown, in said Washington County, ^{ELIZABETH} ~~ELIZABETH~~ V. HEALEY and HORACE D. HEALEY, both of South Kingstown, in said Washington County, and MARY A. HAZARD, of Colchester, in the State of Connecticut, being heirs-at-law of Jonathan L. Healey, late of said South Kingstown, deceased, parties of the first part, and HARRIET E. P. CROOKER, of the City and County of Providence, in the State of Rhode Island, party of the second part,

WITNESSETH:

WHEREAS, the parties of the first part are seized and possessed of a certain right of way in said South Kingstown, hereinafter described, and referred to as the old right of way, and

WHEREAS, the parties of the first part desire to relinquish said right of way in return for a new right of way, and

WHEREAS, the party of the second part is willing to grant a new right of way in return for the abandonment of the old right of way,

NOW, THEREFORE, in consideration of one dollar each to the other paid, the receipt whereof is hereby acknowledged, the parties of the first part hereby remise, release and forever quitclaim unto the party of the second part, her heirs and assigns, all their right, title and interest in and to a certain right of way described in the deed from Mary E. Healey and others to William H. Coombs, recorded in the Land Records of the Town of South Kingstown, in Book 38 at pages 126, 127 and 128, and dated November 25, 1911, reference being made to said deed for a more detailed description of said right of way.

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereunto appertaining unto and to the use of the

said party of the second part, her heirs and assigns forever.

And the parties of the first part covenant each for himself or herself and each for his respective heirs and assigns, to warrant and defend unto the party of the second part, her heirs and assigns, the right in the old right of way hereby released against the claims of all persons claiming by, through or under the parties of the first part or any or either of them.

And for the consideration aforesaid the party of the second part hereby grants to the parties of the first part, their heirs and assigns, a right of way over the land of the party of the second part deeded to her by a deed from Evelyn Z. Clark to George H Crooker and Harriet E. P. Crooker, both of Providence, as joint tenants, dated November 24, 1936 and recorded in the records of Land Evidence at said South Kingstown in Deed Book 49 at pages 592 and 593, said right of way being described as follows:

A roadway 16 feet wide, now laid out and used by the parties of the first part, the westerly line of said roadway being 980 feet, more or less, easterly from the easterly line of the old right of way, so called, said roadway extending in a general southerly direction to land of the parties of the first part, to be used for travel by the usual modes of conveyance.

And the party of the second part further agrees that the parties of the first part may grant to others the use of said right of way for travel as aforesaid, reserving to the party of the second part the right to erect gates at the termini of said right of way and the right to make use of said right of way in any manner which will not prevent the use of said right of way by the parties of the first part, their heirs and assigns.

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereunto appertaining unto and to the use of the said parties of the first part, their heirs and assigns forever.

And the party of the second part, for herself and for her heirs and assigns, covenants with the parties of the first part,

STATE OF RHODE ISLAND
County of Washington

In Salt Kingston on the 17th day of February
A. D. 1942 before me personally appeared Horace S. Healy
Philip C. Healy and Harriet E. P. Crocker
to me known and known by me to be parties executing the foregoing
instrument and they acknowledged said instrument by them executed
to be their free act and deed.

Charles E. Tilly
Notary Public
Notary Public

STATE OF RHODE ISLAND
County of Washington

In Westerly on the 4th day of March
A. D. 1942 before me personally appeared
William H. Healy and May A. Healy
to me known and known by me to be parties executing the foregoing
instrument and they acknowledged said instrument by them executed
to be their free act and deed.

Bessie M. Smith
Notary Public

STATE OF CONNECTICUT
County of New London

In New London on the 24th day of February
A. D. 1942 before me personally appeared Mary A. Hazard and Harriet E. P. Crocker
to me known and known by me to be ~~two~~ of the parties execut-
ing the foregoing instrument and ^{she} ~~they~~ acknowledged said instrument
by ^{her} ~~them~~ executed to be their free act and deed.

Harriet A. Emmerich
Notary Public

In Pawcatuck on the 28th day of February

A D 1942 before me personally appeared Sarah E Jonsson and David R Joanson to me known and known by me to be two of the parties executing the foregoing instrument and they acknowledged said instrument by them executed to be their free act and deed.

Winifred H Casey
Notary Public.

STATE OF RHODE ISLAND)
COUNTY OF WASHINGTON)

In South Kingstown, Rhode Island on March 19, 1942 before me personally appeared Elizabeth V. Healey, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed to be her free act and deed.

Before me,

Foster P. Sheldon
Notary Public

STATE OF RHODE ISLAND)
COUNTY OF WASHINGTON)

In Charlestown, on the 16th day of March, A. D. 1942, before me personally appeared Eunice C. Healey, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her executed, to be her free act and deed.

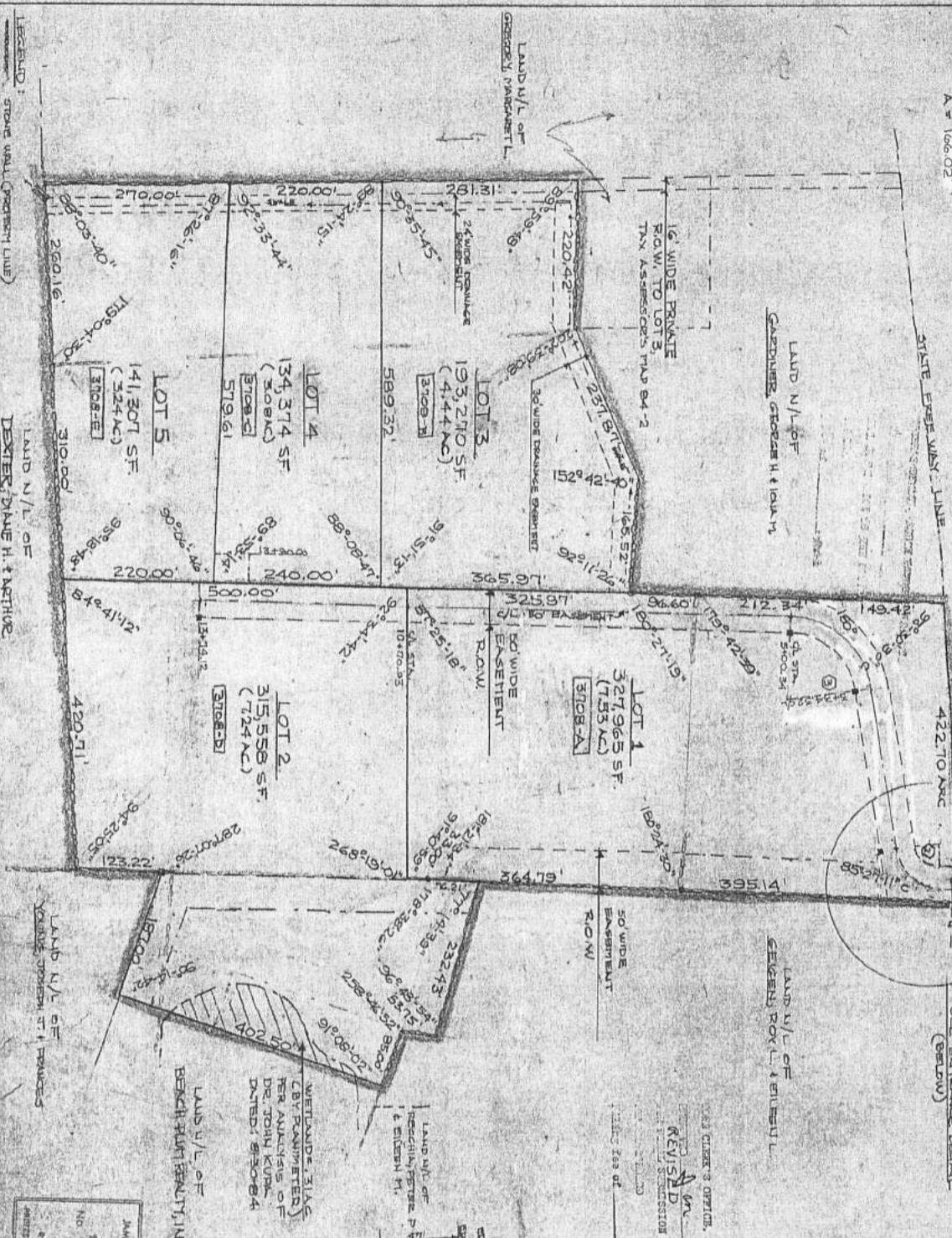
[Signature]
Notary Public

Received for record, March 26, 1942 at 4:35 P. M. :
Witness: Foster R. Sheldon, Deputy Town Clerk :

EXHIBIT "E"

CURVE DATA

①	R = 4500.00'
②	A = 5-151.23°
③	C = 422.55'
④	A = 422.71'
⑤	R = 62.50'
⑥	A = 188-17-40"
⑦	C = 18.91'
⑧	A = 85.40'
⑨	R = 1200.00'
⑩	A = 79-16'-03"
⑪	C = 153.09'
⑫	A = 166.02'



GENERATED FOR RECORD
 South Kingsdown R.I. July 20, 1986
 at 2 o'clock P.M. under the
 and recorded in Book _____ Page _____
 of Records of
 Witness
 Tom Dent
 Fee \$ 30.00 82

SEE CLERK'S OFFICE, SOUTH KINGSTOWN, R.I.
 REVISED on 13, 1986
 REVISIONS TO THE SOUTH KINGSTOWN
 PLAT BOOK
 FILING FEE OF _____ DOLLARS



ENTRANCE DETAIL
 SCALE 1" = 40'

STATIONING OF SITE 1 & EXISTING ACCESS DRIVE TO PLAT AS SHOWN ON R.I. 50th PLAN, SUTHERLY, CHANGES FROM SOUTH KINGSTOWN PLAT BOOK 2901-43, BEACH ROAD SHEET 2901-43, 1966 (F-0500)

TOWN OF SOUTH KINGSTOWN
 PLANNING BOARD
 FINAL APPROVAL
 DATE JULY 1, 1986
 BY: [Signature]
 TITLE: Chairman

RESIDENTIAL CORPOUND
 LAND-USE A IV
 SHEET NO. 1

WETLANDS, SLAS (BY PAINTER) FOR ANALYSIS OF DR. JOHN KURT, DATED 9-30-84

LAND N/L OF BEACH HUNT BUILDING

LAND N/L OF GREGORY MARSHBET L.

LAND N/L OF GARDNER GEORGE H & IAK M.

LAND N/L OF STATE OF RHODE ISLAND

LAND N/L OF STATE OF MASSACHUSETTS

LAND N/L OF GREGORY ROY L & GILBERT L.

LAND N/L OF GARDNER GEORGE H & IAK M.

LAND N/L OF DEXTER DAVIS H & NATHAN

LEGEND:
 STONE WALL (DASHED LINE)
 CONCRETE FACE (DASHED LINE)
 DOTTED PLANS
 CONCRETE FOUND (TO BE ASST)
 CENTER LINE OF ROAD AND/OR EASEMENT
 SQUARE FEET
 ACRES
 N/L OR LABEL
 HOUSE NO.

PLAT PLAN
 SCALE 1" = 100'

REVISED FILING DATE 1-16-86
 FINAL FILING DATE 10-25-85
 REVISED FILING DATE 12-2-85

I HEREBY CERTIFY THAT PLAT IS TRUE AND CORRECT
 [Signature]
 CIVIL ENGINEER

AMES P LAYNES
 No. 2008
 REGISTRAR

PATRICK BRADY
 Landscaper
 Landscaping

SOUTH KINGSTOWN R.I.
 LOCATED IN
 BEACH HUNT BUILDING
 57 TOWER HILL ROAD, W. 1ST
 ADDRESS: 57 TOWER HILL ROAD, W. 1ST

PLAT PLAN
 SHEET NO. 1
 OF 1

18-1712

**AGREEMENT AND COVENANT AS TO A 16-FOOT WIDE
RIGHT-OF-WAY - SHOWN ON THAT PLAT ENTITLED
"LAND-N-SEA IV, LOCATED IN SOUTH KINGSTOWN,
RI OWNER: BEACH PLUM REALTY, INC., ADDRESS:
51 TOWER HILL RD., WAKE., R.I.**

WHEREAS, an application has been filed with the Planning Board of the Town of South Kingstown to plat as a residential compound certain land situated on the southerly side of Route 1 in said Town of South Kingstown, County of Washington, State of Rhode Island, which said land is currently designated as Lots 9 and 11, Map 78-3 on file in the Office of the Tax Assessor of said Town of South Kingstown, as the same appears on the date of the execution of this instrument, AND

WHEREAS, the plat of said residential compound is entitled: "Land-N-Sea IV, located in South Kingstown, RI Owner: Beach Plum Realty, Inc., Address: 51 Tower Hill Rd., Wake., R.I.", (hereinafter referred to as "Land-N-Sea IV Plat"), AND

WHEREAS, Joseph J. Young, Jr., was the former owner of the land comprising said residential compound, and Beach Plum Realty, Inc., is the present owner of said land comprising said residential compound,

NOW, THEREFORE, in consideration of the withdrawal of objections to said residential compound by Margaret L. Gregory, George H. Gardiner and Iona M. Gardiner and the approval by the Planning Board of the Town of South Kingstown of said residential compound shown on the "Land-N-Sea IV Plat", the said Joseph J. Young, Jr., and the said Beach Plum Realty, Inc., for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree as follows:

FIRST: Beach Plum Realty, Inc. does hereby release and quit-claim to Margaret L. Gregory of the Town of South Kingstown, County of Washington, State of Rhode Island, owner of Lot 7 on Tax Assessor's Map 78-3, and to George H. Gardiner and Iona M. Gardiner, both of the Town of South Kingstown, County of Washington, State of Rhode Island, owners of Lot 8 on Tax Assessor's Map 78-3, all of its

Aug. 27, 1986 at 2:52 P.M.
Records for Recording
Worcester South Kingstown Town Clerk

right, title and interest in and to a right-of-way crossing over that portion of that certain "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" shown on the "Land-N-Sea IV Plat", running in a northerly direction from Lot No. 3 on said Plat to Route 1 across said Lots 7 and 8 on Tax Assessor's Map 78-3, which right-of-way is the appurtenant right-of-way referred to in the title deeds to said land comprising the "Land-N-Sea IV Plat".

SECOND: Beach Plum Realty, Inc. covenants and agrees to erect a permanent barrier that will prohibit motor vehicular traffic from crossing from the western end of the "30' Wide Drainage Easement" on the northerly side of Lot 3 on the "Land-N-Sea IV Plat" onto the "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" and the "24' Wide Drainage Easement" on the westerly side of said Lot 3. It is the intent of this paragraph that persons on foot, bicycle or horseback may cross from the western end of the "30' Wide Drainage Easement" onto the "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" and the "24' Wide Drainage Easement" but that motor vehicle traffic will be permanently prohibited and blocked at that intersection of said easements.

THIRD: Beach Plum Realty, Inc. agrees to furnish one sign to Margaret L. Gregory, George H. Gardiner and Iona M. Gardiner and to erect such sign at a location selected by them at the northern terminus of the "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" shown on the "Land-N-Sea IV Plat" near its intersection with Route 1, which sign shall state, in effect, that access to Land-N-Sea Residential Compounds cannot be gained over said right-of-way.

FOURTH: Beach Plum Realty, Inc. does hereby covenant and agree that Lots 3, 4 and 5 on the "Land-N-Sea IV Plat" shall be prohibited from using the "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" and the "24' Wide Drainage Easement" on said Plat for motor vehicular traffic and from constructing an access driveway from said Lots to said "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" and said "24' Wide Drainage Easement". It is the intent of this paragraph that access and use by motor vehicles from said Lot 3, 4 and

5 to said "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2" and said "24' Wide Drainage Easement" shall be prohibited and blocked but that such access and use by foot, bicycle or horseback shall be permitted. Notice of this restriction on access and use by motor vehicles shall be included within a Declaration of Covenants and Restrictions to be filed with the "Land-N-Sea IV Plat" and in the deeds by Beach Plum Realty, Inc. of said Lots 3, 4 and 5.

FIFTH: The parties to this Agreement recognize that the owners of Lot 3 on Tax Assessor's Map 84-2, now owned by Arthur W. Dexter, Diane H. Dexter and Mary Elizabeth Johnson, have the right to the unobstructed use of said "16' Wide Private R.O.W. to Lot 3, Tax Assessor's Map 84-2".

SIXTH: Joseph J. Young, Jr. does hereby agree to the terms and covenants of this Agreement and agrees, that if he becomes the owner of any of the lots shown on the "Land-N-Sea IV Plat", to abide by the terms of this Agreement and further agrees to abide by the terms of this Agreement as it may affect any other property owned by him at any time.

SEVENTH: If any violation of any of the terms and conditions of this Agreement shall occur or be threatened, the party to whose benefit the particular term or condition inures may proceed at law to recover damages for, or proceed in equity to prevent, the occurrence or continuation of the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy available at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the terms and conditions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

EIGHTH: Notwithstanding anything to the contrary contained herein, the burden of the terms and conditions hereof shall run with the land and be binding upon the Lot Owners of the Lots on the "Land-N-

Sea IV Plat* and the benefits shall run with the land and shall benefit the Owners of said Lots 7 and 8 on Tax Assessor's Map 78-3.

In the presence of:

Martha Day

BEACH PLUM REALTY, INC.
By *Archibald B. Kenyon, Jr.*
ARCHIBALD B. KENYON, JR., President

Joseph J. Young, Jr.

Joseph J. Young, Jr.
JOSEPH J. YOUNG, JR.

Thomas H. Gardner

Margaret L. Gregory
MARGARET L. GREGORY

Thomas H. Gardner

George H. Gardner
GEORGE H. GARDINER

Thomas H. Gardner

Iona M. Gardner
IONA M. GARDINER

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In South Kingstown on the 21st day of August 1986, before me personally appeared ARCHIBALD B. KENYON, JR., President of BEACH PLUM REALTY, INC., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed, individually and in his said capacity and the free act and deed of said BEACH PLUM REALTY, INC.

Martha Day
Notary Public

MARTHA DAY
Notary Public, State of Rhode Island
Commission Expires June 30, 1987

STATE OF RHODE ISLAND
COUNTY OF Washington

In South Kingstown on the 25th day of August 1986, before me personally appeared JOSEPH J. YOUNG, JR., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed.

Stephen B. Kenyon
Notary Public

STEPHEN B. KENYON
Notary Public, State of Rhode Island
Commission Expires June 30, 1987

STATE OF RHODE ISLAND
COUNTY OF Washington

In Smith Kingston on the 19th day of August 1986, before me personally appeared MARGARET L. GREGORY, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her executed, to be her free act and deed.

[Signature]
Notary Public
[Signature]

STATE OF RHODE ISLAND
COUNTY OF Washington

In Smith Kingston on the 19th day of August 1986, before me personally appeared GEORGE H. GARDINER and IONA M. GARDINER, husband and wife, both to me known and known by me to be the parties executing the foregoing instrument, and they each acknowledged said instrument by them executed, to be their free act and deed.

[Signature]
Notary Public
[Signature]