

July 2, 2021

NARRATIVE

123 & 127 Main Street are two abutting properties. Today the properties appear to be neglected and vacant. 127 Main Street is a cleared lot; there is a residential dwelling on 123 Main Street in desperate need of repairs and upgrades. In their present states, neither property contributes to our community vision of downtown Wakefield.

Following the South Kingstown Zoning Laws, this is a proposal to construct one structure with 12 AFFORDABLE 2-bedroom residential dwelling units. The Units will be built following the Department of Energy's Zero Ready Home Program guidelines and requirements. DOE Zero Energy Ready Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a Home Energy Rating System (HERS) Index Score in the low- to mid-50s, depending on the size of the home and region in which it is built. These Units will encourage economic and environmental sustainability.

The age and demographics of the condominium owners is anticipated to vary greatly. They may include, but not be limited to, young professionals, starting families, single parent households, empty nesters and retirees.

According to the US Census Bureau QuickFacts for the time period between 2015 to 2019 the Town of South Kingstown had a total population of 30,348. There was a total of 10,291 Households with an average of 2.46 people per household.

<https://www.census.gov/quickfacts/fact/table/southkingstowntownwashingtoncountyrhodeisland/POP060210>

The applicant is proposing twelve (12) units each with two (2) bedrooms to be designated as low to moderate income housing. The total estimated population of the proposed development is 30 people (2.46 x 12). Due to the limitation of 2-bedroom units it is likely that there will be an average of 2 persons per dwelling unit for a total population of 24.

According to the 2022 South Kingstown proposed budget there were 2,714 children who were serviced by the South Kingstown School District.

SKSD_Budget_Report_FY22_Version3_March2021.pdf (skschools.net) This equates to an average of .26 school age children per household. This calculates to a school-age population for the development of 3 school age children. Due to the 2-bedroom limitation the probability of school age children will be low, 3-4 children.

All homeowners must qualify for Affordable Housing under the state guidelines.

The demand for Affordable Housing is growing. This proposed project meets many of the HUD encouraged recommendations. It would provide urban infill; there will not be clearing of trees and woodlands. It is walking distance to retail and biking to beaches. It is on public transit routes and close to schools. This proposed project is the ideal location.

Thank you in advance for your time and consideration

-jane leBlanc

PAYING IT FORWARD

My name is jane Ainsworth leBlanc. I would like to take a moment to introduce myself and let you know why I am the best person for this project and why it is so dear to my heart.

I have been a resident of South Kingstown since birth. The vacant Giro's building has always caught my eye- I love my community of Peacedale. In 2017 I leased the old building and renamed it The Flatts. I renovated, grew and maintained The Flatts on my own, making all the tables, building the bar, laying new floors, hiring tradesmen, etc. It was a big learning process but in the end a success. It was also a successful community restaurant, we got to know our neighbors and regularly supported local centers like Jonnycake, Welcome House, South County Hospital and the Schools. In May of 2021 I sold The Flatts to a very enthusiastic local couple who will continue my vision.

Within the last year I purchased 3 more buildings and am busy caring for them. Now I am excited and honored to work on a dream of mine to build 100% Affordable Condominiums. Over ten years ago, I was fortunate enough to purchase an Affordable condominium in the Rocky Brook neighborhood. It is the only reason I was able to continue living and raising my daughters in South County on my own, with the support of life-long friends and family nearby. My daughters and I would not be thriving in this community today without that opportunity.

I understand this is quite bigger than renovating a small neighborhood bar. However, I am confident I can create something our community be pleased with. Not only do I have a top-notch team to get this done, William Dilibro, the Director of Washington County Community Development Corporation has partnered with me to apply for federal and state grants and funding to make these homes a reality.

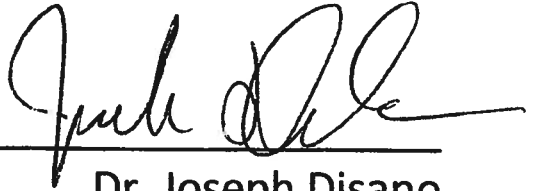
With all that being said, the best team doesn't come cheap. In an attempt to save time and money, I am hoping to do much of the legwork myself. I welcome and encourage any and all advice and guidance from you, the Town Officials, in keeping me on an efficient track to complete this vision.

Thanks so much for your time,
jane 401-789-1456

June 18, 2021

PERMISSION TO USE COPYRIGHTED MATERIAL

I, Joseph Disano, grant permission for jane leBlanc to use surveys, site plans and all other materials completed by Wesley Grant of Environmental Planning, llc relating to the improvement and development of the properties designated as Plat 57-1, Lots 132 and 140, as shown on the Town of South Kingstown Tax Assessor Maps.



Dr. Joseph Disano

Witness Janet Munroe Town Clerk
[Signature]

BK L1401 P9550 #44
08-20-2010 @ 03:49p

GRANT OF EASEMENT

AND

COMMON DRIVEWAY AGREEMENT

This agreement is made August 20, 2010 between 119 Main Street, LLC, 117 Main Street, LLC, Susan N. S. Munroe, 127 Main Street, LLC and 123 Main Street, LLC.

RECITALS

- I. 119 Main Street, LLC is the owner of a parcel of land in South Kingstown, Rhode Island described in that certain deed recorded in the South Kingstown Land Evidence Records in Book 1162 at Page 1, currently designated as Lot No. 228 on Plat Map 57-1 (hereinafter sometimes referred to as "119 Parcel").
- II. The members of 119 Main Street, LLC are Janet K. Munroe, Keith H. Munroe, Kevin S. Munroe Kenneth Munroe and Corena A. Handrigan.
- III. Susan N. S. Munroe, spouse of Keith H. Munroe, is the owner of a parcel of land in South Kingstown, Rhode Island described in that certain deed recorded in the South Kingstown Land Evidence Records in Book 320 at Page 383, currently designated as Lot No. 140 on Plat Map 57-1 (hereinafter sometimes referred to as "Munroe Parcel").
- IV. 127 Main Street, LLC is the owner of a parcel of land in South Kingstown, Rhode Island described in that certain deed recorded in the South Kingstown Land Evidence Records in Book 1282 at Page 17, currently designated as Lot No. 132 on Plat Map 57-1 (hereinafter sometimes referred to as "127 Parcel"). Joseph C. DiSano is the sole member of 127 Main Street, LLC.
- V. 127 Main Street, LLC intends to develop 127 Parcel by constructing on it a commercial building or convey 127 Parcel to a successor in title that will develop said property by constructing on it a commercial building.
- VI. 127 Main Street, LLC intends to either acquire Munroe Parcel in the future or convey 127 Parcel to a successor in title to Munroe Parcel such that both Munroe Parcel and 127 Parcel will serve as the future site of a commercial building to be constructed by 127 Main Street, LLC or its successor in title.
- VII. 127 Main Street, LLC desires to acquire a right-of-way easement from 119 Main Street, LLC along the westerly side of 119 Parcel, serving 127 Parcel and Munroe Parcel, for the purpose of using it as a driveway serving Munroe Parcel and 127 Parcel and providing a means of ingress and egress for the future development, operation and use of a commercial building to be constructed on Munroe Parcel and 127 Parcel, said right-of-way easement to be used in common with the title owners of 119 Parcel.

- VIII. 117 Main Street, LLC is the owner of a parcel of land in South Kingstown, Rhode Island described in that certain deed recorded in the South Kingstown Land Evidence Records in Book 1162 at Page 3, currently designated as Lot No. 131 on Plat Map 57-1 (hereinafter sometimes referred to as "117 Parcel").
- IX. The members of 117 Main Street, LLC are Janet K. Munroe, Keith H. Munroe, Kevin S. Munroe Kenneth Munroe and Corena A. Handrigan.
- X. The easement being granted hereunder is being granted, and the agreements reached hereunder are made, in conjunction with the acquisition of Munroe Parcel by 123 Main Street, LLC, an affiliate of 127 Main Street, LLC.
- XI. The contemplated purchase of Munroe Parcel by 123 Main Street, LLC and release of the prior easement rights released by 127 Main Street, LLC and 123 Main Street, LLC hereunder are being carried out partly in consideration for and in reliance on covenants herein that 119 Main Street, LLC, its assigns, its members, and its successors in title to 119 Parcel, that they will carry out the terms and provisions of this agreement fairly and in good faith to facilitate the intended development of 127 Parcel and Munroe Parcel to site a commercial dental practice and building that will utilize and intensify the use of the easement and right-of-way described herein and to acknowledge their support for, and refrain from challenging or objecting, or in any way aiding a challenge or objection, before any municipal or state governmental bodies or agencies or in the courts, the construction of a dental practice and building on 127 Parcel and Munroe Parcel, most particularly the efforts of the owners of 127 Parcel and Munroe Parcel, or their successors in title, to construct a commercial building with no setbacks or less than the required setbacks from the property lines on which the commercial building and accessory parking and uses are constructed.
- XII. 119 Parcel is contiguous to both 127 Parcel and Munroe Parcel and there is an existing driveway on 119 Parcel running along the westerly boundary line of 119 Parcel where it abuts both 127 Parcel and Munroe Parcel.
- XIII. 119 Main Street, LLC desires to delegate to 127 Main Street, LLC and its successors and assigns the obligation to maintain and repair the easement being granted hereunder and be indemnified and held harmless for all claims arising from willful misconduct or negligence on the part of 127 Main Street, LLC and its successors and assigns in carrying out its obligations to maintain and repair said easement; provided, however there is no desire to impose these obligations and liability on 127 Main Street, LLC and its successors and assigns until such time as the owners of 127 Parcel and/or Munroe Parcel begin using said easement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION
ONE
GRANT OF EASEMENTS

- a) 119 Main Street, LLC does now grant and convey to 127 Main Street, LLC its assigns and successors in title and to Susan N. S. Munroe and the successors in title to Munroe Parcel for their benefit and the benefit of their respective tenants and invitees an easement for the above-described purposes, over the Westerly 12 feet of 119 Parcel abutting 127 Parcel and Munroe Parcel, together with the right to construct, reconstruct and improve the same for the above-described purposes and the obligation to maintain and repair said easement for the common use of the owners of 119 Parcel, 127 Parcel and Munroe Parcel and their respective tenants and invitees; provided however, 119 Main Street, LLC, on behalf of itself, its assigns, its members, and its successors in title agrees to be responsible for returning the easement to its prior condition should it need to access any underground utilities serving its property. The easement granted hereunder is expressly made for the benefit of and appurtenant to 127 Parcel and Munroe Parcel and their respective tenants and invitees to be used in common with 119 Parcel. 119 Main Street, LLC expressly reserves for itself and its successors in title, and for the benefit of their respective tenants and invitees, the right to use said easement in common with the owners, tenant and invitees of 127 Parcel and Munroe Parcel. Notwithstanding the aforesaid easement grant, 119 Main Street, LLC shall not be required to move any existing building or existing real estate improvement currently attached to said existing building (e.g., concrete steps) in the event that said existing building or existing real estate improvement currently encroaches on said 12 foot-wide right-of-way; provided, however, no new structures or improvements shall encroach on said 12 foot easement and 119 Main Street, LLC and the successors in title to 119 Parcel shall allow the owners of 127 Parcel and/or Munroe Parcel, at its or their expense, to relocate any existing telephone poles and utility lines to facilitate the development of 127 Parcel and Munroe Parcel.
- b) 117 Main Street, LLC, for itself and its successors in title, does now hereby release any and all easement rights in and to the 12 foot-wide easement and right-of-way herein conveyed to 127 Main Street, LLC and its assigns and successors in title and to the owner of Munroe Parcel and its successors in title.

SECTION
TWO
COVENANTS

Each of the parties agrees as follows:

- a) 127 Main Street, LLC and its successors in title shall, so long as it uses the within easement, maintain the easement in good order and repair and shall indemnify and hold harmless 119 Main Street LLC and its successors in title from all claims arising from willful misconduct or negligence in carrying out and fulfilling said maintenance and repair obligations and that may arise through the use of the license described above.

- b) 119 Main Street, LLC, on behalf of itself, its assigns, its members, and its successors in title to 119 Parcel covenant that they will carry out the terms and provisions of the agreement fairly and in good faith to facilitate the intended development of 127 Parcel and Munroe Parcel to site a commercial dental practice and building that will utilize and intensify the use of the easement and right-of-way described herein and covenant that they will acknowledge their support for, and refrain from challenging or objecting, or in any way aiding a challenge or objection, before any municipal or state governmental bodies or agencies or in the courts, the construction of a dental practice and building on 127 Parcel and Munroe Parcel, most particularly the efforts of the owners of 127 Parcel and Munroe Parcel, or their successors in title, to construct a commercial building with no setbacks or less than the required setbacks from the property lines on which the commercial building and accessory parking and uses are constructed.
- c) 119 Main Street, LLC, on behalf of itself, its assigns, its members, and its successors in title to 119 Parcel covenant that, in exercising its rights to use the area included within the hereby conveyed easement, they will abide by any reasonable traffic flow patterns established for ingress and egress to the 127 Parcel and Munroe Parcel when it is commercially developed using the easement conveyed hereby. 119 Main Street, LLC, on behalf of itself, its assigns, its members, and its successors in title to 119 Parcel covenant that it will abide by any one-way traffic restrictions established through site plan development of on the within-conveyed easement provided that the owners of 127 Parcel and Munroe Parcel ensure the owners, tenants and invitees of 119 Main Parcel have a reasonable means of ingress and egress to 119 Parcel which may be accomplished by the granting of a cross-easement on 127 Parcel and/or Munroe Parcel for any ingress or egress prohibited on the within conveyed easement by traffic pattern flows established in connection with the commercial development of 127 Parcel and Munroe Parcel.
- d) The parties agree to carry out the terms and provisions of this agreement fairly and in good faith consistent with the purposes described above.
- e) Neither of the parties, their respective distributees, devisees, personal representatives, successors or assigns, upon whom this agreement and conveyance shall be binding and to whom its benefits shall inure, shall in any way impede or obstruct the other party in the free use of the easement for the purposes set forth above.
- f) This agreement shall run with the land.
- g) Each of the hereto agree for themselves and their successors and assigns that all prior easements for ingress and egress and rights of way over the 119 Parcel are hereby released and extinguished to the extent the ingress and egress easements go beyond the easement rights granted by this instrument; provided, however no easements for purposes other than that of ingress and egress shall be released hereby.
- h) The LLC Charter of 127 Main Street, LLC has been revoked by the Rhode Island Secretary of State but it is anticipated that said charter will be reinstated. In the event that

said charter is not reinstated, Joseph C. DiSano shall be deemed a successor in title for all purposes under this agreement.

We have executed this agreement the date first above written at South Kingstown, Rhode Island.

119 Main Street, LLC

127 Main Street, LLC

Susan N. S. Munroe

By:

By:

Keith H. Munroe

Susan N. S. Munroe

Authorized Member/Manager
Print Name: Keith H. Munroe

Authorized Member/Manager
Print Name: Joseph C. DiSano

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In South Kingstown, on the August 20, 2010, before me personally appeared Keith H. Munroe, Member/Manager of 119 MAIN STREET, LLC, a Rhode Island Limited Liability Company, to me known and known by me to be the party executing the foregoing instrument on behalf of said Limited Liability Company, and acknowledged said instrument and the execution thereof, to be his/her free act and deed in said capacity and the free act and deed of 119 MAIN STREET, LLC.

In South Kingstown, on the August 20, 2010, before me personally appeared Joseph C. DiSano, Member/Manager of 127 MAIN STREET, LLC, a Rhode Island Limited Liability Company, to me known and known by me to be the party executing the foregoing instrument on behalf of said Limited Liability Company, and acknowledged said instrument and the execution thereof, to be his/her free act and deed in said capacity and the free act and deed of 119 MAIN STREET, LLC.

In South Kingstown, on the August 20, 2010, before me personally appeared Susan N. S. Munroe, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument and the execution thereof, to be his/her free act and deed.

John V. McCloskey
NOTARY PUBLIC
My Commission Expires:

JOHN V. McCLOSKEY
Notary Public
State of Rhode Island
My Commission Expires: 6-18-2013

Christopher G. Kehoe
NOTARY PUBLIC
My Commission Expires: 11/12/2013

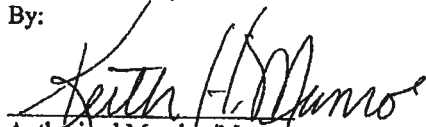
Christopher G. Kehoe

John V. McCloskey
NOTARY PUBLIC
My Commission Expires:

JOHN V. McCLOSKEY
Notary Public
State of Rhode Island
My Commission Expires: 6-18-2013

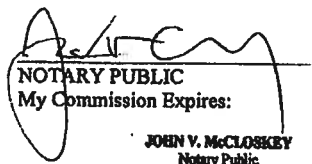
117 Main Street, LLC

By:



Authorized Member/Manager
Print Name: Keith H. Munroe
STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In South Kingstown, on the August 20, 2010, before me personally appeared Keith H. Munroe, Member/Manager of 117 MAIN STREET, LLC, a Rhode Island Limited Liability Company, to me known and known by me to be the party executing the foregoing instrument on behalf of said Limited Liability Company, and acknowledged said instrument and the execution thereof, to be his/her free act and deed in said capacity and the free act and deed of 119 MAIN STREET, LLC.


NOTARY PUBLIC
My Commission Expires:

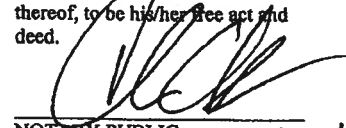
JOHN V. McCLOSKEY
Notary Public
State of Rhode Island
My Commission Expires: 6-18-2013

Joseph C. DiSano



STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In South Kingstown, on the August 20, 2010, before me personally appeared Joseph C. DiSano, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument and the execution thereof, to be his/her free act and deed.



NOTARY PUBLIC
My Commission Expires: 11/12/2013

Christopher G. Kehoe

Westerly, Rhode Island
Westerly Town Clerk
[Signature]

Bk L1249 P=598 #34
01-29-2007 @ 02:41P

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that 119 MAIN STREET, LLC, a Rhode Island Limited Liability Company, for consideration paid, does hereby grant solely to SUSAN N.S. MUNROE, her heirs, successors and assigns, and no other contiguous property owners, the following:

A perpetual easement to enter in and upon that certain strip of land described in Exhibit A attached hereto and made a part hereof, for the purpose of construction, reconstruction, replacing, repairing, maintaining and operating a sanitary sewer line, to that certain real estate of said SUSAN N.S. MUNROE which is described in Exhibit B attached hereto and made a part hereof.

Together also with a right of access thereto for purposes of exercising Grantee's rights hereunder.

By accepting this easement, the Grantee, SUSAN N.S. MUNROE, her heirs, successors and assigns, agrees to return the strip of land to its prior condition after any construction, reconstruction, or other maintenance is performed, provided, however, that the Grantee, her heirs, successors and assigns, shall have no obligation to replace or restore structures, or trees and shrubs which are removed from the easement area in exercising the rights granted by this easement.

The consideration for this conveyance is such that no revenue stamps are required.

Grantor is a Rhode Island resident limited liability company as evidenced by affidavit.

IN WITNESS WHEREOF, 119 MAIN STREET, LLC has caused this deed to be executed by its Member, duly authorized this day of _____, 2007.

119 MAIN STREET, LLC
BY: *[Signature: Keith H. Munroe]*
Keith Munroe, Member

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In _____, on the _____ day of _____, 2007, before me personally appeared KEITH MUNROE, Member of 119 MAIN STREET, LLC, a Rhode Island limited liability company, to me known and known by me to be the party executing the foregoing instrument on behalf of said company in his capacity, and acknowledged said instrument and the execution thereof, to be his free act and deed in said capacity and the free act and deed of 119 MAIN STREET, LLC.

[Signature: Lynne E. Bianco]
NOTARY PUBLIC
My Commission Expires:

Lynne E. Bianco
Notary Public
State of Rhode Island
My Commission Expires: 9-18-2010

SEWER.EASMENT

EXHIBIT A TO SEWER EASEMENT

That certain strip of land located on the northerly side of Main Street, so-called, in the Town of South Kingstown, County of Washington and State of Rhode Island, being further described as follows:

Beginning at a point in the northerly line of Main Street, so-called, said point being the southwesterly corner of land now or formerly of 119 Main Street, LLC, said point also being the southeasterly corner of land now or formerly of Joseph DiSano, said point also being the southwesterly corner of the herein described strip of land; thence running in a northerly direction, bounded westerly by said DiSano land, a distance of 40 feet to a point, thence turning and running in an easterly direction, a distance of 10 feet to a point; thence turning and running southerly in a line parallel to and ten feet easterly of the first course described herein, a distance of 40 feet, more or less, to a point in the northerly line of Main Street, so-called; thence turning and running westerly in and along the northerly line of Main Street, so-called, a distance of 10 feet, more or less, to the point and place of beginning.

EXHIBIT B TO SEWER EASEMENT

That certain tract or parcel of land situated in the Town of South Kingstown, County of Washington and State of Rhode Island, bounded and described as follows:

Southerly on land now or formerly of Joseph DiSano, 84 ½ feet; easterly on land now or formerly of 119 Main Street, LLC; northerly on land now or formerly of Arthur T. Holley; and westerly partly by land now or formerly of Frederick W. Mellor and Mary H. Mellor, partly by land now or formerly of Marilla G. Ford, partly by land now or formerly of Earl F. Doyle and Hazel A. Doyle and partly on land now or formerly of Pearl P. Swafford and Alice L. Rowland or however otherwise said premises may be bounded and described.

Said tract or parcel of land being Lot 140 on Assessor's Plat 57-1 constituted as of December 31, 2005 in the Town of South Kingstown Tax Assessor's Office.