

PUBLIC ACCESS AND EASEMENT AGREEMENT

This PUBLIC ACCESS AND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 27th day of December, 2007, by and between Joseph F. Dutra, Jr., trustee of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT), Joseph F. Dutra., trustee of the ANITA DUTRA FAMILY TRUST (GST EXEMPT), Joseph F. Dutra, Jr., trustee of the THE JOSEPH F. DUTRA, JR. REVOCABLE TRUST -1992 of Jamestown, Rhode Island, hereinafter referred to as the GRANTOR and the TOWN OF JAMESTOWN ("Town"), a Rhode Island municipal corporation, as the holder of said Easement (hereinafter referred to as the "GRANTEE").

WHEREAS, the GRANTOR is the owner in fee simple of those certain parcels of land containing approximately eighty (80) acres, located on the northerly side of Weeden Lane in the Town of Jamestown, County of Newport, State of Rhode Island, further identified as Tax Assessor's Plat 7, Lot(s) 204-215, hereinafter referred to as the "Premises", more particularly shown on that certain Plan entitled, "DUTRA FARM, The Dutra Farm, Client/Owner: Town of Jamestown, 44 Southwest Avenue, Jamestown, Rhode Island, Drawing Title: PROPERTY LINE SURVEY A.P. 7, LOT 19 and LOTS 205-219, North Road & Weeden Lane, Jamestown, Rhode Island, Drawing Number: L-1, Sheet 1 of 2 and Sheet 2 of 2, Project Number: 07189.1, Survey Index: 15-007-0019" by Northeast Engineers & Consultants, Inc., which Plan is being recorded herewith and is referred to herein as "Survey Plan".

WHEREAS, the GRANTEE desires to acquire an easement for a public walking trail to portions of the Premises in addition to Deed to Development Rights and other Easements among the parties hereto and other parties which such other documents are being recorded herewith.

NOW THEREFORE, GRANTOR for TEN DOLLARS (\$10.00) and other good and valuable

consideration, the receipt and sufficiency of which GRANTOR hereby acknowledges, GRANTOR does hereby forever grant, transfer, assign, and convey in perpetuity to the TOWN and/or Land Trust the right to construct and maintain a ten foot (10') public walking trail on that portion of the Premises as set forth on the Survey Plan located along the Westerly boundary of the Premises, hereinafter referred to as "Proposed 10' Wide Pedestrian Easement" and "Easement" as delineated on the Survey Plan, on the following terms and conditions contained herein:

- 1) GRANTEE shall have a perpetual easement to construct, maintain, operate and repair a public walking trail within the Easement Area.
- 2) The exercise of the rights of the GRANTEE under this Agreement shall be at the sole cost and expense of the GRANTEE.
- 3) GRANTEE shall be entitled to enter upon the Easement Area with such servants, agents, employees, invitees, machinery and equipment as well as for the designated public use as may be convenient or required for the purposes set forth in this Easement Agreement.
- 4) The TOWN shall protect and save, hold harmless and indemnify GRANTOR, its agents, servants, employees, successors and assigns against and from all claims, loss, costs, damages and expenses including attorney's fees arising out of or from any accident, incident or occurrence in connection with the use by the public and the maintenance and operation of the GRANTEE of the public walking trail and the rights and easement granted hereunder. The public walking trail shall be signed to prohibit animals and/or pets.
- 5) GRANTEE shall have the responsibility at its sole cost and expense to maintain the trail and to construct and maintain adequate fence along the entire boundary of

the Easement Area, all such fencing shall be acceptable to the GRANTOR and GRANTEE and the GRANTEE shall be solely responsible for placing and maintaining two gates capable of being closed and locked, one at each end of the easement area, such gates to be adequate to prevent livestock from accessing other portions of any contiguous walking paths, and also adequate to discontinue any and all uses of the Easement Area in the event of abuses thereof. GRANTEE shall be responsible for enforcing any and all rules, terms, and conditions governing the use of the Easement Area as may be promulgated from time to time by the GRANTEE, and in the event that GRANTEE shall fail to so enforce such rules, terms and conditions to the reasonable satisfaction of the GRANTOR, the GRANTOR may at his, her or their sole discretion request Grantee to close and lock the said gates in order to discontinue or limit any and all use until any infractions or abuses have been cured or until resolution is reached between the GRANTOR AND GRANTEE.

- 6) This Easement Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement is intended to be governed and construed in accordance with the laws of the State of Rhode Island. This Agreement may not be amended or modified except pursuant to a written agreement signed by the parties hereto.

Doc# 00032948
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above
written.

WITNESS:

GRANTOR:

Joseph F. Dutra, Jr., trustee of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT)

Lisa Pimenta

By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

Joseph F. Dutra, Jr., trustee of the ANITA DUTRA FAMILY TRUST (GST EXEMPT)

Lisa Pimenta

By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

Joseph F. Dutra, Jr., trustee of the JOSEPH F. DUTRA, JR. REVOCABLE TRUST - 1992

Lisa Pimenta

By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

Lisa Pimenta

By: Julio DiGiando
Julio DiGiando, President, Town Council

In Jamestown, in said County and State, on the 27th day of December, 2007 before me personally appeared Joseph F. Dutra., trustee of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT), to me known and known by me to be the party executing the foregoing instrument for and on behalf of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT) and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT).

Benj G Pastor
Notary Public Benj G Pastor
My Commission Expires: 6/28/09

STATE OF RHODE ISLAND
COUNTY OF NEwPORT

In Jamestown, in said County and State, on the 27th day of December, 2007, before me personally appeared Joseph F. Dutra., trustee of the ANITA DUTRA FAMILY TRUST (GST EXEMPT), to me known and known by me to be the party executing the foregoing instrument for and on behalf of the ANITA DUTRA FAMILY TRUST (GST EXEMPT) and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the ANITA DUTRA FAMILY TRUST (GST EXEMPT).

Benj G Pastor
Notary Public Benj G Pastor
My Commission Expires: 6/28/09

STATE OF RHODE ISLAND
COUNTY OF NEwPORT

In Jamestown, in said County and State, on the 27th day of December, 2007, before me personally appeared Joseph F. Dutra., trustee of the JOSEPH F. DUTRA, JR. REVOCABLE TRUST- 1992, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the JOSEPH F. DUTRA, JR. REVOCABLE TRUST- 1992 and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the JOSEPH F. DUTRA, JR. REVOCABLE TRUST- 1992.

Benj G Pastor
Notary Public Benj G Pastor
My Commission Expires: 6/28/09

In Jamestown, in said County and State, on the 27th day of December, 2007, before me personally appeared Julio DiGiando, the President of the Town Council of the TOWN OF JAMESTOWN, RHODE ISLAND, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the TOWN OF JAMESTOWN, RHODE ISLAND, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the TOWN OF JAMESTOWN, RHODE ISLAND.

Benj. G. Paster
Notary Public Benj. G. Paster

My Commission Expires: 6/28/09

RECEIVED FOR RECORD
Dec 27 2007 04:07:50P
JAMESTOWN TOWN CLERK
ARLENE D. PETIT