

PUBLIC ACCESS AND EASEMENT AGREEMENT

This PUBLIC ACCESS AND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 29 day of December, 2007, by and between EDSON GEORGE NEALE 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 forty-four (44) acres of land located on Weeden Lane, in the Town of Jamestown, County of Newport, State of Rhode Island, hereinafter referred to as the "Premises", which real property is shown on that certain Plan entitled, "NEALE FARM, Client/Owner: Town of Jamestown, 93 Narragansett Ave, Jamestown, Rhode Island, Drawing Title: PLAN OF LAND P 7, LOT 6, North Main Road, Jamestown, Rhode Island, Drawing Number: L-1, Project Number: 07189.2, Survey Index: 15-7-6" 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 the right to construct and maintain a 350' x 10' public walking trail on that portion of the Premises as set forth on the Survey Plan, hereinafter referred to as "Proposed 10' Wide Pedestrian 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 as set forth herein (set forth dispute resolution procedure Court or Arbitration).

- 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above

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Blk: 637 Pg: 264

written.

WITNESS:

GRANTOR:

Lisa Remond

Edson George Neale

Edson George Neale

GRANTEE:

TOWN OF JAMESTOWN, RHODE ISLAND

Eric Archer

By:

Julio DiGiando
Julio DiGiando, President, Town Council

STATE OF RHODE ISLAND

COUNTY OF Newport

In Jamestown, in said County and State, on the 24 day of December, 2007, before me personally appeared EDSON GEORGE NEALE, 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.

Eric Archer

Notary Public Eric F. Archer

My Commission Expires: 5/1/10

STATE OF RHODE ISLAND

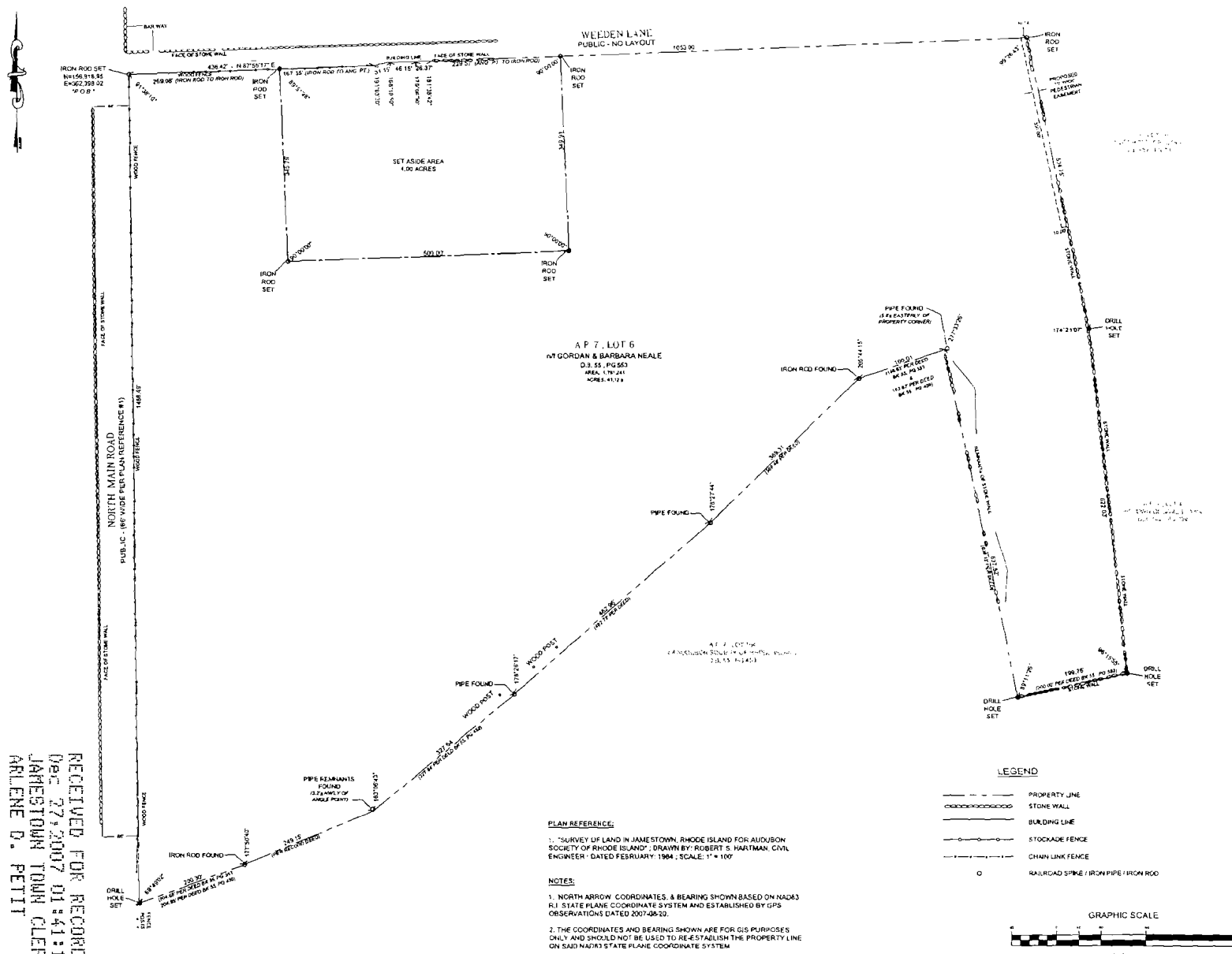
COUNTY OF Newport

In Jamestown, in said County and State, on the 24 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.

Eric Archer

Notary Public Eric F. Archer

My Commission Expires: 5/1/10



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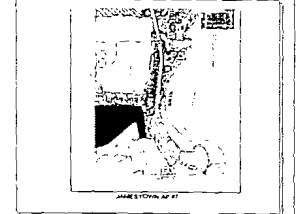
NORTHEAST ENGINEERS & CONSULTANTS, INC.

NE & CO

A KNOWLEDGE CORPORATION

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THIS SURVEY AND PLAN CONFORM TO A CLASS 1 STANDARD AS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS.

DATE: _____

BY: _____
 REGISTERED PROFESSIONAL LAND SURVEYOR

1	ADD OF WIDE PEDESTRIAN EASEMENT	12/25/07	REL
DESIGNED BY	AS	DRAWN BY	PJG
CHECKED BY	REF	DATE	2007-08-21
Scale: 1" = 50'			

Project Title:
NEALE FARM

Client/Owner:
 TOWN OF JAMESTOWN
 93 Narragansett Ave
 Jamestown, Rhode Island

Drawing Title:
**PLAN OF LAND
 AP 7, LOT 6
 NORTH MAIN ROAD
 JAMESTOWN, RHODE ISLAND**

Crawing Number	L-1
Sheet 1 of 1	
Project Number	07189.2
Survey Date	15 - 7 - 06

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