

OPEN SPACE EASEMENT AND COVENANT

WHEREAS, TRUE NORTH LAND COMPANY, LLC, of the City of Warwick, County of Kent, State of Rhode Island, is the owner of all the lots and parcels of land laid out and designated on that plat entitled TBD: "FINAL SUBMISSION RECORD NORTH WOODS SUBDIVISION ASSESSORS PLAT 47-2 LOT 120 SOUTH KINGSTOWN, RHODE ISLAND PREPARED GROUNDBREAKING DESIGNS, LLC, DATED _____" and recorded in the Records of Land Evidence of the Town of South Kingstown, Rhode Island and designated as Plat No. _____; and

WHEREAS, True North Land Company, LLC, is in the process of developing said plat as a Flex Design Residential Project (FDRP) with dwelling units and accessory installations and improvements; and

WHEREAS, the Town of South Kingstown, a Rhode Island municipal corporation, pursuant Article IV.A.11 of the Flex Design Residential Project and _____ of the Town Ordinances of the Town of South Kingstown, (*need to cite Town Ordinance for open space easement acquisition*) of the Town of South Kingstown, as amended, is empowered to acquire an easement in land so as to limit the future use of and otherwise convert the open spaces and areas for the aesthetic and recreational satisfaction of the residents.

NOW, THEREFORE, True North Land Company, LLC does hereby grant unto the Town of South Kingstown and its successors and assigns a perpetual right and easement, which shall constitute a conservation restriction as defined in §34-39-2 of the Rhode Island General Laws, over the following land located in said South Kingstown, Rhode Island: "Open Space" areas designated as Lots __, __, and ____, which said parcels are located on said plat entitled, "FINAL SUBMISSION RECORD PLAN NORTH WOODS SUBDIVISION, ASSESSORS PLAT 47-2, LOT 120 SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY GROUNDBREAKING DESIGNS, LLC. DATED _____" recorded as aforesaid in the Office of the Town Clerk of the Town of South Kingstown.

The above described parcels of land are sometimes referred to herein as "the easement area", and the easement herein granted to the Town of South Kingstown shall constitute a negative easement upon said real estate, and to that end and for the

purpose of accomplishing the intent hereof, the grantor does hereby covenant (which shall be deemed to be covenants running with the land) on behalf of itself, its successors and assigns, with the Town of South Kingstown, its successors and assigns, to do and refrain from doing, severally and collectively, upon the easement area, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon the easement area, and the negative easements hereby granted are for the benefit of the Town through the preservation of the natural, recreational and scenic values of the easement area.

If the owners, their successors or assigns, fail to maintain the open space, the Town of South Kingstown may perform any necessary maintenance and enforce the payment for such costs, including reasonable attorneys' fees, by an action at law or in equity against the owners or their successors or assigns.

The negative easements granted upon the easement area, and the acts which the grantor covenants to do and refrain from doing upon the easement area in connection therewith, are and shall be as follows:

1. No development of the easement area shall be made and no change of the use shall be made other than recreational, agricultural, or conservation uses for the aesthetic and recreational satisfaction of the residents and, in no event, shall any such development or change be made which would interfere with the right to pass and repass over and across Lot No. _____ on said plat.

2. No structure of any kind not now located thereon shall be placed or erected upon the easement area, except legal fences for agricultural purposes, designation of boundaries and small and inconspicuous structures incidental to the permitted uses of the easement area and no such structure shall be more than fifteen (15) feet in height.

3. The easement area shall not be used to dump or fill or to maintain a dump of ashes, trash, rubbish, sawdust, garbage offal or fill, or for any open storage of vehicle bodies, or parts, farm implements or parts, or any other unsightly or offensive material. A certain limited and defined portion of the easement area shall be utilized for composting for the owners and occupants of Lots 1 through 15.

4. The general topography of the land shall be maintained in its present

condition, and no excavation or topographical changes shall be made. There shall be no mining or quarrying within the scenic area or the removal or storage of any surface or sub-surface minerals or materials. There shall be no cutting or removal of any trees or shrubs, except such as may be required for sanitation and disease control, the removal of dead or dying trees or shrubs, or the maintenance of the permitted use of the easement area, such as a path, road, or an existing view.

5. All motorized vehicles of all types, including but not limited to motor vehicles, motorcycles, motor bikes, shall be excluded from the easement area.

6. Any and all developmental activities including any and all alterations to the existing topography or vegetation within the easement area shall require the approval of the South Kingstown Planning Board.

7. The easement area shall be open to uses herein mentioned for the owners and occupants of lots numbered 1 through 15, inclusive, in the Flex Design Residential Project, on said plat entitled "FINAL SUBMISSION RECORD PLAN TRUE NORTH LAND DEVELOPMENT COMPNAY, LLC, ASSESSORS PLAT 47-2 LOT 120 SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY GROUNDBREAKING DESIGNS, LLC. DATED _____". Nothing herein contained shall, expressly or by implication, grant or give to the Town or to the general public the right to enter upon the easement area, there being no general intention to dedicate the easement area to general public use. Provided, however, that the agents of the Town shall have the right to enter upon the easement area only for the purpose of inspecting and enforcing the terms of this grant. All rights not expressly granted herein are reserved to the grantor.

8. TRUE NORTH LAND COMPANY, LLC, further covenants and agrees that it will convey interest in the easement area to those persons acquiring lots in the Flex Design Residential Project on said plat entitled, "FINAL SUBMISSION RECORD PLAN TRUE NORTH LAND DEVELOPMENT COMPNAY, LLC, ASSESSORS PLAT 47-2 LOT 120 SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY GROUNDBREAKING DESIGNS, LLC. DATED _____", subject to the restriction that in the event of failure or neglect on the part of said lot owners in the residential cluster development or the *TBD: "North Woods Subdivision Homeowners Association"*, its or their successors or assigns, to maintain the easement area, landscaping and

improvements made by it thereon in good condition, the Town of South Kingstown may perform the necessary work and for that purpose may enter in and upon the land and do said work and charge the cost thereof, including reasonable attorney's fees against the said *TBD: "North Woods Subdivision Homeowners Association"*, the individual lot owners proportionate to their interest, their successors, assigns, heirs, executors or administrators.

IN WITNESS WHEREOF, the said TRUE NORTH LAND COMPANY, LLC has caused these presents to be signed this _____ day of _____, 2022.

TRUE NORTH LAND COMPANY, LLC

BY: _____
EARL M. GRECO, Manager

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown, on this _____ day of _____, 2022, before me personally appeared EARL M. GRECO, Manager of TRUE NORTH LAND COMPANY, LLLC 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 the free act and deed of TRUE NORTH LAND DEVELOPMENT COMPANY, LLC.

Notary Public
My commission expires: