

**OPEN SPACE EASEMENT AND COVENANT**

WHEREAS, NEW ENGLAND PROPERTIES, LLC, a Rhode Island limited liability company with a principal office in the Town of North Kingstown, County of Washington, State of Rhode Island, is the owner of all the lots and parcels of land laid out and designated on that plat entitled "*FINAL SUBMISSION RECORD FLEXIBLE DESIGN RESIDENTIAL PROJECT VILLAGE AT BROAD ROCK FOR PLAT 33, LOT 24 ZONED R-40 IN SOUTH KINGSTOWN RHODE ISLAND.....*" and recorded in the Records of Land Evidence of the Town of South Kingstown, Rhode Island and designated as Plat No. \_\_\_\_\_; and

WHEREAS, NEW ENGLAND PROPERTIES, LLC, is in the process of developing said plat as a flexible design residential project with dwelling units and accessory installations and improvements; and

WHEREAS, the Town of South Kingstown, a Rhode Island municipal corporation, pursuant to Section 502.2 of the Revised Ordinances 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, NEW ENGLAND PROPERTIES, LLC, does hereby grant unto the Town of South Kingstown (Town) 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 \_\_\_\_\_ which said parcels are located on said plat entitled,  
"

\_\_\_\_\_ 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.

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 or walls 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.
4. The easement area shall not be used for camping, tents, or any other non-permanent structure of any kind.
5. The easement area shall not be utilized for any type of fire pit, fire enclosure, portable outdoor fire place, chimineas, tiki torches, or any other type of flammable device.
6. 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, shrubs, or fall; the control of invasive species; or the maintenance of the permitted use of the easement area, such as a path, road, or an existing view.

7. All motorized vehicles, bicycles, and electronic bicycles/scooters of all types, including but not limited to motor vehicles, motorcycles, motor bikes, e-bikes (electric bikes), scooters, electric scooters, and bicycles shall be excluded and prohibited within the easement area.

8. 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 Commission.

9. The easement area shall be open to uses herein mentioned for the owners and occupants of lots numbered \_\_\_\_ through \_\_\_\_, inclusive, in the flexible design residential project, on said plat entitled

" \_\_\_\_\_ 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.

10. New England Properties, LLC, further covenants and agrees that it will convey interest in the easement area to those persons acquiring lots in the flexible design residential project on said plat entitled,

" \_\_\_\_\_

\_\_\_\_\_ DATED \_\_\_\_\_", subject to the restriction that in the event of failure or

neglect on the part of said lot owners in the flexible design residential project or the Village

at Broad Rock Home Owners 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 Village at Broad Rock Home Owners Association, the individual lot owners proportionate to their interest, their successors, assigns, heirs, executors or administrators.

IN WITNESS WHEREOF, the said NEW ENGLAND PROPERTIES, LLC has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NEW ENGLAND PROPERTIES, LLC

BY: \_\_\_\_\_  
STEVEN CLARKE

STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON

In North Kingstown, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared STEVEN CLARKE, Manager of NEW ENGLAND PROPERTIES, LLC, 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 NEW ENGLAND PROPERTIES, LLC.

\_\_\_\_\_  
Notary Public  
My commission expires: