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DECLARATION AND RESERVATION OF EASEMENT

SCHOOLYARD PROPERTIES, LLC, a Delaware Limited Liability Company (“Declarant”), the owner of the real estate located at 90 Harrison Avenue, Newport, Rhode Island, further identified as Lot 14 on City of Newport Tax Assessor’s Plat 41 (“the Property”), which is intended to be or has been subdivided into five lots as shown and delineated on that certain Plat entitled “PROPOSED SUBDIVISION PLAN, Project Owner, Schoolyard Properties, LLC, 19 Brenton Road, Newport, RI 02840” dated _____ by Northeast Engineers & Consultants, Inc. (“The Plan”) (individually each subdivision lot shall be referred to as a “Lot” and collectively, the “Lots”), desires and intends to provide for an easement for a sewer line over Lots Three and Four for the benefit of Lots Three, Four and Five, as shown on the Plan.

NOW, THEREFORE, THE DECLARANT, for and on behalf of itself and its successors and assigns, and for its own benefit and the benefit of the future owners of Lots Three, Four and Five as shown on the Plan hereby reserves and declares the following easement (“this Easement”):

An easement for the benefit of Lots Three, Four and Five to: lay, install, maintain, repair, replace and operate a sewer line, together with any necessary fixtures, equipment and appurtenances, under and upon that portion of Lots Three and Four delineated and designated as “PROPOSED 20’ UTILITY EASEMENT” (“the Easement Area”) on the Plan; to connect to any existing sewer lines on Lots Three and Four; and to excavate in the Easement Area for the foregoing purposes. The owners of Lots Three, Four and Five shall equally share the responsibility and cost of maintenance, repair and replacement of any portion of the sewer line, and any necessary fixtures, equipment and appurtenances, that are used in common.

Giving and granting to the owners of Lots Three, Four and Five and their respective agents, servants, contractors, and employees all rights of ingress and egress over and upon the Easement Area for the carrying out of the purposes stated herein and not for any other purposes. Any damage done to Lots Three, Four or Five in connection with carrying out the purposes stated herein shall be promptly repaired, with the cost thereof being born in the same proportion as costs stated above. The owners of Lots Three, Four and Five shall provide each other with reasonable notice to the other(s) before they or their agents, servants, contractors, or employees shall enter onto the land of the other(s).

The owners of Lots Three, Four and Five retain the right to full use and enjoyment of their respective Lots, except as the same may be necessary for the purposes herein granted.

The easements and the covenants herein reserved and declared shall be permanent and binding upon and inure to the benefit of the Declarant and its successors and assigns and shall run with the land.

IN WITNESS WHEREOF, Schoolyard Properties, LLC has hereunto set his hand and seal this _____ day of _____, 2019.

SCHOOLYARD PROPERTIES, LLC

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By: John D. Picotte, Jr., in his capacity as trustee of the John D. Picotte, Jr. Revocable Trust dated February 20, 2015, Authorized Member

STATE OF _____

COUNTY OF _____

In _____ on the _____ day of _____, 2019, then personally appeared before me the above-named JOHN D. PICOTTE, JR., in his capacity as trustee of the John D. Picotte, Jr. Revocable Trust dated February 20, 2015, personally known by me, or proved to me by satisfactory evidence, to be the person who subscribed the foregoing instrument, and he acknowledged said instrument, and the execution thereof, to be his free act and deed, both individually and in his capacity as an Authorized Member of SCHOOLYARD PROPERTIES, LLC, as aforesaid. Before me,

Notary Public

My commission expires: _____