

February 23rd, 2022,

To the Zoning Board,

In the matter of the "PETITION OF LIAM BARRY for a special use permit and a variance to the off-street parking design standards....at 5 Princeton St., TAP6, Lot 350, (R-10 zone)."

We, BRON PROPERTIES LLC, are the owners of 1&3 Princeton St PLAT/LOT: 06-010, whose eastern driveway is next to the house at 5 Princeton St. recently purchased by Liam Barry. This driveway has historically been the parking area for 3 Princeton St. even though it encroached on the lot line of 5 Princeton St. The previous owner, Joe Hook and we signed a BOUNDARY AGREEMENT and EASEMENT for a strip of land between 5 Princeton St. and 3 Princeton St. to legally ensure that our tenants would always be able to continue to park in that driveway. The Agreement, dated 20th of May, 2021 is attached below with a map of the surveyed area. The Agreement "authorizes the occupants of 1-3 Princeton St Bron Property to use the driveway in the easement area as depicted in exhibit A for off street motor vehicle parking and ingress and egress". The Easement adds a width of 3.4 ft to the lot line which makes it reasonable to park two cars, one behind the other, and open the car doors.

We are concerned that Mr. Barry's petition to move his front entry staircase to the western side of his front porch in order to provide space to park two "stacked" cars in front of his house at 5 Princeton St is too tight a fit. There are no measurements on his submitted plan but we believe the new position of the staircase will leave only 8" between his bottom step and the Line of the Easement. This will certainly not be enough space for a person to exit his building without bumping into one of our tenants' cars. Furthermore, the front parking spaces between his porch and the City's sidewalk seem very tight, approximately 9 feet in width and not very long. Furthermore to access his proposed western front parking spot, the driver will have to drive across our part of the driveway in order to park parallel to the front porch. This is an issue Mr Barry has not discussed with us. We also don't know if he plans to park there or his guests will be parking there but we are worried that it will become an area of congestion and a safety concern, more so if used by short term guests who are unfamiliar with the surrounding parking arrangements.

While we applaud Mr. Barry's improvement to his new property and his goal to secure more parking for his proposed first floor guest house, we believe he is trying to pack too much into too small a space. Therefore we would like the Board to ask Mr. Barry to consider another plan for him to achieve his goals.

Sincerely,

Peter Fernberger and Bronwyn Woodhead

Bron Properties LLC  
43 Merton Rd  
Newport RI 02840  
Cell: 917-701-9421

## BOUNDARY AGREEMENT and EASEMENT

This Boundary Agreement and Easement (the "Agreement") is made as of this 20 day of May 2021, by and among Bron Properties, LLC and Barbara Fenimore, Kristina Hook and Joseph F. Hook.

### RECITALS

A. Whereas, Bron Properties, LLC is a Rhode Island limited Liability Company and is the owner of that certain property located at 1-3 Princeton Street, Newport, Rhode Island further designated as Lots No. 9 and 10 on that Plat of land entitled "Plat of the Stanton Terrace, surveyed by William H. Lawton, November 18, 1909, scale 1"=30' recorded in the land evidence records of the City of Newport at Book 92 page 393 ("Bron Property");

B. Whereas, Barbara Fenimore, Kristina Hook and Joseph F. Hook are the owners of certain property located at 5 Princeton Street, Newport, Rhode Island which property is designated as Lot No. 11 on that Plat of land entitled "Plat of the Stanton Terrace, surveyed by William H. Lawton, November 18, 1909, scale 1"=30' recorded in the land evidence records of the City of Newport at Book 92 page 393 ("Fenimore -Hook Property");

C. Whereas, the "Bron Property" and the "Fenimore-Hook Property" share a boundary which is the northwesterly boundary of the Fenimore-Hook Property and the southeasterly boundary of the Bron Property;

D. Whereas, it has been found by a surveyor that a portion a driveway of the Bron Property encroaches onto the Fenimore-Hook Property as shown in the attached exhibit A;

E. Whereas, the parties to this Agreement seek to avoid litigation and resolve all title matters and have agreed to settle their respective claims concerning the boundary line between their properties;

F. Whereas, the parties declare and represent that they are of sound mind, and have no disabilities, and are acting of their own, individual, free will and without duress of any kind; and

G. Mutual consideration has been given and received by the parties hereto, the parties hereto agree as follows:

### AGREEMENT

**NOW THEREFORE**, the parties hereto have agreed as follows:

1. Each of the above Recitals is incorporated into this Agreement as if restated herein.

2. The parties agree that the Bron driveway that is encroaching onto the Fenimore-Hook property may remain in the location of the easement area depicted and described in exhibit A, which is a survey prepared by Narraganset Engineering, entitled Limited Content Boundary Survey Plan, Neal Hingorany, P.E., dated May, 19, 2021, and which easement area contains 130 square feet of land more or less. Barbara Fenimore, Kristina Hook and Joseph F. Hook grant an easement to Bron Properties, LLC their successors and assigns that authorizes the occupants of 1-3 Princeton Street Bron Property to use of the driveway in the easement area as depicted in exhibit A for off street motor vehicle parking, and ingress and egress.

A. The Grantee shall have the obligation to maintain the EASEMENT AREA, in a similar fashion to reasonable driveway maintenance and repair, including but not limited to plowing/shoveling snow and seal coating.

B. Grantee and its successors and assigns shall defend, indemnify and hold Grantors, their successor and assigns, harmless from and against all claims, demands, suits, actions, costs, expenses, damages (including personal injury and property damage), judgments, and liabilities of any nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees), imposed upon, incurred by, or asserted against the Grantor their successor and or assigns, by reason of, or in consequence of; any personal injury, death, or property damage caused by, related to, or in connection with the exercise of the rights granted to the Grantee hereunder; any failure by the Grantee to comply with the provisions hereof; and/or the negligence or willful misconduct of the Grantee, its guests, licensees and invitees.

C. The use of the EASEMENT AREA shall be exercised and used in such a manner as not to cause any other damage or destruction of any nature whatsoever to, or interruption of the use of the adjoining lands.

D. The easement granted herein and the agreements, benefits and burdens herein, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns and all persons claiming by or through them.

3. The parties agree that the location of the Bron driveway referred to above is not adverse or hostile and is with the consent and permission of the owners of the Fenimore-Hook property. The parties do not dispute the boundary between their respective properties, and Bron Properties, LLC waives and releases all claims of adverse possession that it may have against the owners of the Fenimore-Hook property based upon the present and past location of the driveway marked in exhibit A.

4. This agreement and easement is binding upon Bron Properties, LLC and all successor owners of the Bron property and upon Barbara Fenimore, Kristina Hook and Joseph F. Hook and all successor owners of the Fenimore-Hook Property.

5. This Agreement constitutes the entire agreement of the parties and replaces any prior or contemporaneous written or oral agreement, representation or understanding about the settlement of claims and disputes between the parties. This Agreement may not be amended, supplemented or otherwise changed except by a written agreement signed by all parties.

IN WITNESS WHEREOF, the said Bron Properties, LLC by its members and authorized representatives Peter B. Fernberger and Bronwyn A. Woodhead; and Barbara Fenimore, Kristina Hook and Joseph F. Hook have hereunto set their hands and seals on this 20<sup>th</sup> day of May 2021.

Bron Properties, LLC - Peter B. Fernberger

Bron Properties, LLC,  
By its member and authorized  
Peter B. Fernberger

Bron Properties LLC

Bronwyn A. Woodhead

Bron Properties, LLC, by its member  
And authorized representative  
Bronwyn A. Woodhead

Barbara K Fenimore

Barbara Fenimore

Kristina B Hook

Kristina B. Hook

Joseph F. Hook

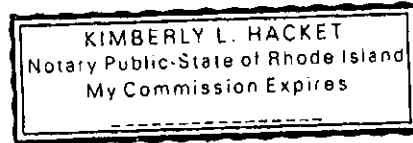
Joseph F. Hook

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

I, Kimberly L Hackett, a Notary Public in and for said County in said State, hereby certify that Peter B. Fernberger on behalf of Bron Properties, LLC signed the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, executed the same free and voluntarily and the free act and deed of Bron Properties, LLC

Given under my hand this 20<sup>th</sup> day of May 2021.

K. Hackett  
Notary Public # 755212  
My Commission Expires: 4/4/25

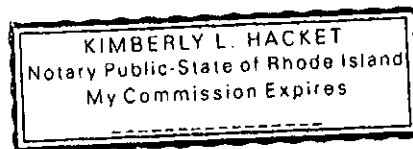


STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

I, Kimberly L. Hackett, a Notary Public in and for said County in said State, hereby certify that Bronwyn A. Woodhead on behalf of Bron Properties, LLC signed the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, she, executed the same free and voluntarily and the free act and deed of Bron Properties, LLC

Given under my hand this 20th day of May 2021.

K. Hackett  
Notary Public # 755212  
My Commission Expires: 4/4/25

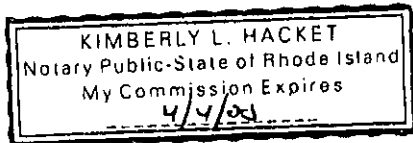


STATE OF Rhode Island )  
COUNTY OF NEWPORT )

I, Kimberly L. Hackett, a Notary Public in and for said County in said State, hereby certify that **Barbara Fenimore** who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, she executed the same freely and voluntarily, of his own free will and without duress of any kind.

Given under my hand this 17th day of May 2021.

K. Hackett  
Notary Public # 755212  
My Commission Expires: 4/4/25

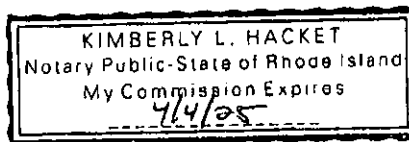


STATE OF Rhode Island )  
COUNTY OF Newport )

I, Kimberly L Hackett, a Notary Public in and for said County in said State, hereby certify that **Kristina B. Hook** who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, she executed the same freely and voluntarily, of her own free will and without duress of any kind.

Given under my hand this 20<sup>th</sup> day of May 2021.

KHackett  
Notary Public #755212  
My Commission Expires: 4/4/25

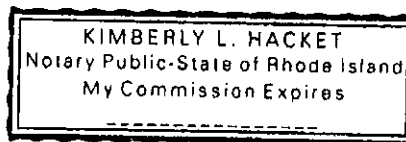


STATE OF Rhode Island )  
COUNTY OF NEWPORT )

I, Kimberly L Hackett, a Notary Public in and for said County in said State, hereby certify that **Joseph F. Hook** who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same freely and voluntarily, of his own free will and without duress of any kind.

Given under my hand this 20<sup>th</sup> day of May 2021.

KHackett  
Notary Public #755212  
My Commission Expires: 4/4/25



Mylar of "Exhibit A"  
recorded at: BK 3003 PG 194

