

STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT

This AGREEMENT made and entered this ____ day of _____, 2016 by and between EAST BAY COMMUNITY DEVELOPMENT CORPORATION, a Rhode Island Corporation, with offices located at 150 Franklin Street, Bristol Rhode Island, it's successor's and assigns, (hereinafter the "Developer") and the TOWN OF BARRINGTON, RHODE ISLAND, it's successors and assigns (hereinafter the "Town"), a Rhode Island municipal corporation.

WHEREAS the Developer is the owner in fee simple of proposed affordable housing development laid out and designated as shown on the plans prepared by Fuss & O'Neill Inc. and Waterman Engineering Co., entitled "Palmer Point Neighborhood; Assessor's Plat 28 / Lots 72, 73, 246, 248, 249 & 263; Sowams Road, Barrington, Rhode Island; Comprehensive Permit Preliminary Plan" approved by the Town on _____, 2016 and recorded in the Land Evidence Records for the Town of Barrington in Plan File ____ (hereinafter the "Palmer Pointe Plans"), which plans are incorporated herein by reference.

WHEREAS, the Developer has submitted a comprehensive permit application accompanied by the Palmer Pointe Plans that provides for a surface and subsurface storm water drainage system.

WHEREAS, the Palmer Pointe Plans propose certain storm water drainage facilities, two dry swales (including pretreatment cells), one bioretention areas (including sediment forebay), and associated underground storm water closed-conduit drainage system.

WHEREAS, the Town acquired title to that portion of the Drainage System located within the Town accepted roads, including but not limited to catch basins, manholes, and the associated underground closed-conduit drainage system, upon the acceptance of other infrastructure by the Town.

WHEREAS, the Director of Public Works of the Town of Barrington, has reviewed the Drainage System plans.

WHEREAS, the Director of Public Works has indicated that the Drainage System, as detailed on Sheet CG-101 of the Palmer Pointe Plans are adequate, provided that a Maintenance Agreement for said facilities is executed.

WHEREAS, the Town is willing to grant a non-exclusive maintenance easement in connection with the Drainage System located within the Town accepted roads as shown on Sheet CG-101 of the Palmer Pointe Plans to the Developer and the Developer is willing to accept such an easement.

WHEREAS, the Developer is willing to grant a non-exclusive maintenance easement in connection with the Drainage System located on property owned by the Developer as shown on Sheet CG-101 of the Palmer Pointe Plans to the Town and the Town is willing to accept such an easement.

WHEREAS, pursuant to this Agreement, the Developer, on behalf of itself and its successors and assigns, is willing to maintain the Drainage System located on its property, including quarterly, annual and emergency maintenance of the same.

WHEREAS, pursuant to this Agreement, the Town, on behalf of itself and its successors and assigns, is willing to maintain the Drainage System located within the Town accepted roads, including quarterly, annual and emergency maintenance of the same.

NOW THEREFORE, IT IS HEREBY AGREED:

1. That the Developer shall construct all improvements as set forth in the Sweetbriar Plans.
2. That, in the event any changes or alterations are to be made to the detailed facilities which affect flow, capacity or locations, or the nature of the improvements, said changes are to be approved, in writing, by the Town Engineer or Director of Public Works, and any such changes will be noted as to be in compliance with the Maintenance Agreement.
3. That the Developer, or its successors and assigns shall perform all maintenance to the Drainage System which is located on its property, at its sole expense. Said maintenance responsibilities shall include, but not be limited to the following: (a) annual removal of accumulated sediment, (b) quarterly removal of debris and other obstructions from all catch basins which alter or reduce the effective operation of the catch basins or closed-conduit drainage system's capacity or function; (c) and repairs to the structure of the Drainage System. Maintenance of the detention basin and any other drainage structures shall be in accordance with the Stormwater Maintenance Program notes included on Sheet CN-002 of the Palmer Pointe Plans.
4. That the Town, its successors or assigns, shall be responsible for the maintenance of the Drainage System which is located within the Town accepted roads, at its sole expense. Said maintenance responsibilities shall include, but not be limited to the following: (a) annual removal of accumulated sediment, (b) quarterly removal of debris and other obstructions from all catch basins which alter or reduce the effective operation of the catch basins or closed-conduit drainage system's capacity or function; (c) and repairs to the structure of the Drainage System. Maintenance of the detention basin and any other drainage structures shall be in accordance with the

Stormwater Maintenance Program notes included on Sheet CN-002 of the Palmer Pointe Plans.

5. That in the event that the Drainage System is not timely or properly maintained by either the Town or the Developer as defined previously, the non-breaching party, or its successors or assigns, shall notify the the breaching party, its successors or assigns, specifying what corrective measures are required. Within thirty (30) days of this notice, the breaching party, or its successors or assigns, shall perform the specified routine maintenance, at its expense. Within thirty-six (36) hours of this notice, the breaching party, or its successors or assigns, shall perform any specified emergency maintenance.
6. The aforementioned maintenance obligations shall be the obligation of the Town or the Developer as more specifically described above, their successors or assigns, and the Developer and the Town, or their successors or assigns, shall not be obligated or liable in any way for these maintenance obligations of the other. Notwithstanding the foregoing, in the event that the Town or the Developer, their successors or assigns, shall fail to maintain the Drainage System, as aforesaid, the Town or the Developer, its successors and assigns, at its option, may enter upon the premises and perform such maintenance of the Drainage System as it deems necessary and in accordance with the requirements of this Agreement and thereafter seek reimbursement for the cost of such maintenance from the breaching party, or its successors or assigns.
7. The Developer and the Town, or their successors or assigns, shall be under no obligation to enforce the terms of this Agreement, provided however, that the Developer and the Town, or their successors or assigns, may, at their sole option, seek to enforce the terms, provisions, and conditions of this Agreement against the other, or its successors in title and/or assigns; and any costs or expenses, including reasonable attorneys' fees, incurred by the Developer or the Town, its successors or assigns, in preventing any violation or enforcing the terms of said Agreement, shall be recoverable from the party(ies) in violation.
8. In the event that the terms, conditions, or restrictions of this Agreement are breached, the Developer or the Town, or its successors or assigns, may in its sole discretion, upon notice to the breaching party(ies), institute an action in Providence Superior Court (or other Court of competent jurisdiction), by ex parte temporary and/or permanent injunction, to (a) enjoin such violation, (b) require the restoration of the property to its prior condition and/or (3) seek monetary damages. This Agreement shall be binding upon the Developer and the Town, their successors in title and/or assigns and all persons making use or attempting to make any use of the subject property herein before described.
9. The Developer, for itself, its successors and/or assigns shall have the right to enter the premises at all reasonable times for the purpose of inspecting the

Drainage System within the Town accepted roads to determine if the Town or its successors and/or assigns are complying with the terms, conditions, restrictions and purposes thereof.

10. The Town, for itself, its successors and/or assigns shall have the right to enter the Developer's property at all reasonable times for the purpose of inspecting the Drainage System located on the Developer's property to determine if the Developer or its successors and/or assigns are complying with the terms, conditions, restrictions and purposes thereof.
11. The Town agrees that the terms, conditions, restrictions and purposes of this Agreement will be incorporated by reference in any subsequent deed or other legal instrument through which the Town divests itself of either the fee simple title or any portion thereof, in the portion of the Drainage System located within the Town accepted roads. Said deed or legal instrument shall include an affirmative obligation of the grantee therein to abide by the terms of this Agreement. Notwithstanding the foregoing, the omission of an express reference to this agreement is not deemed a waiver, and any of Town's successors in interest covenant and agree to abide by the terms of this Agreement upon conveyance or possession of any portion of the premises described herein.
12. The Developer agrees that the terms, conditions, restrictions and purposes of this Agreement will be incorporated by reference in any subsequent deed or other legal instrument through which the Developer divests itself of either the fee simple title or any portion thereof, in the portion of the Drainage System located on the Developer's property. Said deed or legal instrument shall include an affirmative obligation of the grantee therein to abide by the terms of this Agreement. Notwithstanding the foregoing, the omission of an express reference to this agreement is not deemed a waiver, and any of Developer's successors in interest covenant and agree to abide by the terms of this Agreement upon conveyance or possession of any portion of the premises described herein.
13. This Agreement may only be amended by written agreement executed by Developer, or its successors or assigns, and Town and recorded in the Land Evidence Records for the Town of Barrington, Rhode Island.
14. Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below. All notices shall be deemed delivered and received two (2) business days after the deposit in the United States mail if sent by certified or registered mail and on the next business day if sent by overnight courier:

To Developer:
East Bay Community Development Corporation
150 Franklin Street
Bristol, Rhode Island 02809

To Town:
Director of Planning, Town of Barrington
Town Hall
283 County Road
Barrington Rhode Island 02806

Any party may, by notice as aforesaid, change its address for all subsequent notices.

15. If any of the provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.
16. This Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to its conflict of laws principles.

TO HAVE AND TO HOLD unto the said Town of Barrington and the Developer, this Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns its successors and assigns, forever, and shall run with the land.

*Remainder of Page Intentionally Left Blank
Signatures on the following Page*

IN WITNESS WHEREOF, the parties hereto each have caused this Agreement to be duly executed and delivered by their respective duly authorized representatives as of the day and year set forth above.

DEVELOPER:

TOWN:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF RHODE ISLAND
County of

In _____, in said County and State, on the ___ day of _____, 2016, before me personally appeared Kathleen Bazinet, Executive Director for the Developer, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument to be her free act and deed and the free act and deed of said Developer.

Notary Public
My Commission Expires:

STATE OF RHODE ISLAND
County of

In _____, in said County and State, on the ___ day of _____, 2016, before me personally appeared the within named Town of Barrington, by and through its representative, _____, to me known and known by me to be the party executing the foregoing instrument, and its acknowledged said instrument to be its free act and deed.

Notary Public
My Commission Expires:

LANDSCAPE MAINTENANCE AGREEMENT

This AGREEMENT made and entered this ____ day of _____, 2016 by and between EAST BAY COMMUNITY DEVELOPMENT CORPORATION, a Rhode Island Corporation, with offices located at 150 Franklin Street, Bristol Rhode Island, it's successor's and assigns, (hereinafter the "Developer") and the TOWN OF BARRINGTON, RHODE ISLAND, it's successors and assigns (hereinafter the "Town"), a Rhode Island municipal corporation.

WHEREAS the Developer is the owner in fee simple of proposed affordable housing development laid out and designated as shown on the plan prepared by Fuss & O'Neill Inc., entitled "Palmer Point Neighborhood; Assessor's Plat 28 / Lots 72, 73, 246, 248, 249 & 263; Sowams Road, Barrington, Rhode Island; Comprehensive Permit **Preliminary Plan**" approved by the Town on _____, 2016 and recorded in the Land Evidence Records for the Town of Barrington in Plan File _____ (hereinafter the "Palmer Pointe Plans"), which plans are incorporated herein by reference.

WHEREAS, the Developer has submitted a comprehensive permit application accompanied by the Sweetbriar Plans that provides for certain landscaping as shown on Sheet LP-101 of the Palmer Pointe Plans (the "Landscape Area") for aesthetic conformity with surrounding properties as well as ensuring the proper function of two bioretention systems which form a part of the storm water drainage facilities.

WHEREAS, the landscaped areas remain part of EBCDC's private property.

WHEREAS, the Director of Public Works of the Town of Barrington, has reviewed the Landscape Area plans.

WHEREAS, the Director of Public Works has indicated that the Landscape Area, as detailed in the plans prepared by Fuss & O'Neill Inc. are adequate, provided that a Maintenance Agreement for said areas is executed.

WHEREAS, the Developer is willing to grant a non-exclusive maintenance easement in connection with the Landscape Area to the Town and the Town is willing to accept such an easement.

WHEREAS, pursuant to this Agreement, the Developer, on behalf of itself and its successors and assigns, is willing to maintain the Landscape area at its sole cost and expense.

NOW THEREFORE, IT IS HEREBY AGREED:

1. That the Developer shall plant all landscaping as set forth in the Palmer Pointe Plans dated _____.

2. That the Developer, or its successors and assigns, as its sole cost and expense shall perform maintenance of the landscaped areas, including but not limited to pruning trees and bushes, mowing grassed areas, removing and replanting similar shrubs or trees in the event of the death of an existing shrub or tree.
3. That the Town, its successors or assigns, shall be not be responsible for the maintenance of the Landscape Area.
4. That in the event that the Landscape Area is not timely or properly maintained, the Town, or its successors or assigns, shall notify the Developer, its successors or assigns, specifying what corrective measures are required. Within thirty (30) days of this notice, the Developer, or its successors or assigns, shall perform the specified maintenance, at its expense. Within thirty-six (36) hours of this notice, the Developer, or its successors or assigns, shall perform any specified emergency maintenance.
5. The aforementioned maintenance obligations shall be the obligation of the Developer, its successors or assigns, and the Town, or its successors or assigns, shall not be obligated or liable in any way for these maintenance obligations. Notwithstanding the foregoing, in the event that the Developer, its successors or assigns, shall fail to maintain the Landscape Area, as aforesaid, the Town, its successors and assigns, at its option, may enter upon the premises and perform such maintenance of the Landscape Area as it deems necessary and in accordance with the requirements of this Agreement and thereafter seek reimbursement for the cost of such maintenance from the Developer, or its successors or assigns.
6. The Town, or its successors or assigns, shall be under no obligation to enforce the terms of this Agreement, provided however, that the Town, or its successors or assigns, may, at its sole option, seek to enforce the terms, provisions, and conditions of this Agreement against the Developer, or its successors in title and/or assigns,; and any costs or expenses, including reasonable attorneys' fees, incurred by the Town, its successors or assigns, in preventing any violation or enforcing the terms of said Agreement, shall be recoverable by the Town from the party(ies) in violation.
7. In the event that the terms, conditions, or restrictions of this Agreement are breached, the Developer, or its successors or assigns, may in its sole discretion, upon notice to the breaching party(ies), institute an action in Providence Superior Court (or other Court of competent jurisdiction), by ex parte temporary and/or permanent injunction, to (a) enjoin such violation, (b) require the restoration of the property to its prior condition and/or (3) seek monetary damages. This Agreement shall be binding upon the Developer, its successors in title and/or assigns and all persons making use or attempting to make any use of the subject property herein before described.

8. The Town, for itself, its successors and/or assigns shall have the right to enter the premises at all reasonable times for the purpose of inspecting the Landscape Area to determine if the Developer or its successors and/or assigns are complying with the terms, conditions, restrictions and purposes thereof.
9. The Developer agrees that the terms, conditions, restrictions and purposes of this Agreement will be incorporated by reference in any subsequent deed or other legal instrument through which the Developer divests itself of either the fee simple title or any portion thereof, in the Landscape Area. Said deed or legal instrument shall include an affirmative obligation of the grantee therein to abide by the terms of this Agreement. Notwithstanding the foregoing, the omission of an express reference to this agreement is not deemed a waiver, and any of Developer's successors in interest covenant and agree to abide by the terms of this Agreement upon conveyance or possession of any portion of the premises described herein.
10. This Agreement may only be amended by written agreement executed by Developer, or its successors or assigns, and Town and recorded in the Land Evidence Records for the Town of Barrington, Rhode Island.
11. Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below. All notices shall be deemed delivered and received two (2) business days after the deposit in the United States mail if sent by certified or registered mail and on the next business day if sent by overnight courier:

To Developer:

East Bay Community Development Corporation
150 Franklin Street
Bristol, Rhode Island 02809

To Town:

Director of Planning, Town of Barrington
Town Hall
283 County Road
Barrington Rhode Island 02806

Any party may, by notice as aforesaid, change its address for all subsequent notices.

12. If any of the provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

13. This Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to its conflict of laws principles.

TO HAVE AND TO HOLD unto the said Town of Barrington and the Developer, this Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns its successors and assigns, forever, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto each have caused this Agreement to be duly executed and delivered by their respective duly authorized representatives as of the day and year set forth above.

DEVELOPER:

TOWN:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF RHODE ISLAND
County of

In _____, in said County and State, on the ___ day of _____, 2016, before me personally appeared Kathleen Bazinet, Executive Director for the Developer, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument to be her free act and deed and the free act and deed of said Developer.

Notary Public
My Commission Expires:

STATE OF RHODE ISLAND
County of

In _____, in said County and State, on the ___ day of _____, 2016, before me personally appeared the within named Town of Barrington, by and through its representative, _____, to me known and known by me to be the party executing the foregoing instrument, and its acknowledged said instrument to be its free act and deed.

Notary Public
My Commission Expires:

SCHEDULE A

Landscape Area

Legal Description of Property

Drainage Easement #1 Palmer Point Subdivision Barrington, Rhode Island

That certain sewer easement in the Town of Barrington and State of Rhode Island within the Palmer Point Subdivision situated on the easterly side of Sowams Road in the Town of Barrington and State of Rhode Island, said easement being further bounded and described as follows:

Beginning at the northwesterly corner of the herein described easement, said corner being a bound at the point of tangency of the north end of the eastern line of Red Maple Road along northern side of Lot 6 (Assessors Plat 28, Lot 72).

Thence N 79°40'46" E a distance of 69.30 feet to a point;

Thence N 10°17'41" W a distance of 130.82 feet to a point;

Thence N 77°33'04" E a distance of 88.59 feet to a point;

Thence S 07°26'53" W a distance of 198.55 feet to a point;

Thence S 79°40'56" W a distance of 68.47 feet to a point;

Thence S 42°21'20" W a distance of 43.65 feet to a point, said point being on the eastern line of Red Maple Road;

Thence in a counterclockwise direction along a curve with a chord bearing of N 06°42'54" E and a radius of 56.00 feet, a distance of 33.40 feet to a point;

Thence N 10°22'25" W a distance of 30.00 feet to a point;

Thence in a counterclockwise direction along a curve with a chord bearing of N 20°50'22" W and a radius of 56.00 feet, a distance of 20.46 feet to the point and place of beginning.

The above-described easement contains 14,849 square feet or 0.341 acres of land and is shown on a plan prepared by Fuss & O'Neill Inc., entitled "Comprehensive Permit; Preliminary Subdivision Plan".

Legal Description of Property

Sewer Easement #1 Palmer Point Subdivision Barrington, Rhode Island

That certain sewer easement in the Town of Barrington and State of Rhode Island within the Palmer Point Subdivision situated on the easterly side of Sowams Road in the Town of Barrington and State of Rhode Island, said easement being further bounded and described as follows:

Beginning at the southwesterly corner of the herein described easement, said corner being a bound at the point of tangency of the east end of the northern line of Red Maple Road along the south side of Lot 2A (Assessors Plat 28, Lot 246).

Thence N 12°26'56" W a distance of 110.29 feet to a point;

Thence N 77°33'04" E a distance of 426.42 feet more or less to a point, said point being the intersection with an existing sewer easement;

Thence S 09°22'00" a distance of 20.03 feet to a point, said line being measured in the westerly line of an existing sewer easement;

Thence S 77°33'04" W a distance of 407.00 feet to a point;

Thence S 12°26'56" E a distance of 94.77 feet to a point, said point being on the northern line of Red Maple Road;

Thence in a counterclockwise direction along a curve with a chord bearing of N 89°49'46" W and a radius of 56.00 feet, a distance of 20.61 feet, to the point and place of beginning.

The above-described easement contains 10,434 square feet or 0.240 acres of land and is shown on a plan prepared by Fuss & O'Neill Inc., entitled "Comprehensive Permit; Preliminary Subdivision Plan".

Legal Description of Property

Sewer Easement #2
Palmer Point Subdivision
Barrington, Rhode Island

That certain sewer easement in the Town of Barrington and State of Rhode Island within the Palmer Point Subdivision situated on the easterly side of Sowams Road in the Town of Barrington and State of Rhode Island, said easement being further bounded and described as follows:

Beginning at the northwesterly corner of the herein described easement, said corner being a bound at the point of tangency of the east end of the southern line of Red Maple Road along northern side of Lot 1 (Assessors Plat 28, Lot 263).

Thence S 10°22'25" E a distance of 62.00 feet to a point, said point being on the northern line of Red Maple Road;

Thence in a counterclockwise direction along a curve with a chord bearing of N 34°37'35" E and a radius of 16.00 feet, a distance of 25.13' feet to a point;

Thence N 10°22'25" W a distance of 30.00 feet to a point;

Thence in a counterclockwise direction along a curve with a chord bearing of N 55°22'25" W and a radius of 16.00 feet, a distance of 25.13' feet, to the point and place of beginning.

The above-described easement contains 890 square feet or 0.020 acres of land and is shown on a plan prepared by Fuss & O'Neill Inc., entitled "Comprehensive Permit; Preliminary Subdivision Plan".

SIDEWALK EASEMENT

THIS GRANT OF SIDEWALK EASEMENT made and entered this ____ day of _____, 2016 by and between EAST BAY COMMUNITY DEVELOPMENT CORPORATION, a Rhode Island Corporation, with offices located at 150 Franklin Street, Bristol Rhode Island, it's successor's and assigns (hereinafter the "Grantor"), and the TOWN OF BARRINGTON, RHODE ISLAND, a municipality of the State of Rhode Island, it's successors and assigns (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner in fee simple of proposed affordable housing development laid out and designated as shown on the plans prepared by Fuss & O'Neill Inc., entitled "Palmer Point Neighborhood; Assessor's Plat 28 / Lots 72, 73, 246, 248, 249 & 263; Sowams Road, Barrington, Rhode Island; Comprehensive Permit **Preliminary Plan**" (hereinafter the "Palmer Pointe Plans"), which plans are incorporated herein by reference;

WHEREAS, the Sweetbriar Development is an affordable housing development in which new public streets identified as Red Maple Road have been created and are identified as such on the Palmer Pointe Plans;

WHEREAS, certain cement sidewalks are shown on the Sweetbriar Plans, some of which are located on public property and some of which are located on private property; and

WHEREAS, certain cement sidewalks are intended for use by the public, despite the fact that they are located on private property, and some sidewalks are intended for private use only; and

WHEREAS, the Grantee desires to obtain an easement for the sidewalks intended for public use which are located on the Grantor's parcel which easement area shall be identified more particularly on the plan set forth on Exhibit A attached hereto and made a part hereof and the easement description as set forth on Exhibit B attached hereto and made a part hereof.

NOW THEREFORE:

1. The Grantor hereby voluntarily grants and conveys unto the Grantee a nonexclusive perpetual easement for the areas of land shown as public sidewalks and located on Grantor's parcel as shown on Exhibit A attached hereto and as described in Exhibit B attached hereto, under the terms and conditions herein contained ("Sidewalk Easement Area").
2. The Grantee and the Grantor shall not erect any fences or other barriers of any kind upon said Sidewalk Easement Area. The Grantor reserves the right, in its sole discretion, to erect a fence or other barrier on the Grantor's remaining property along the perimeter of the Sidewalk Easement Area.

3. The Grantee shall not assign this Sidewalk Easement.
4. The Grantor shall construct certain improvements to the Sidewalk Easement Area as shown on the attached Exhibit A, said improvements being limited to the laying of cement, gravel borrow, and installation of bituminous berm, and subsequent to the construction of those improvements, the Grantee shall maintain and repair said Sidewalk Easement Area in accordance with the standards applicable to publicly owned sidewalks. Subsequent to Grantor's completion of said improvements to the Sidewalk Easement Area, the Grantor shall have the specific duty to maintain the Sidewalk Easement Area free from snow and ice as particularly set forth in Section 164-5 of the Town Code for the Town of Barrington.
5. The Grantee's use and enjoyment of the easement granted herein shall not interfere with the use of the existing improvements on Grantor's remaining property and shall not interfere with the use and enjoyment of said property generally when there is temporary interference caused by Grantee's maintenance and repair of the Sidewalk Easement Area.
6. The Grantee agrees to save the Grantor harmless from and indemnify the Grantor against all injury, loss or damage, of whatever nature, to persons or property arising from the use by any third party or member of the public of the Sidewalk Easement Area.
7. The Grantee shall not change the elevation of the Sidewalk Easement Area without the consent of the Grantor which consent the Grantor may withhold at the Grantor's sole discretion.
8. The Grantor reserves the right to use the driveways located in said Sidewalk Easement Area for vehicular access, ingress and egress to its property from Sweetbriar Road and Bella Road, as appropriate.
9. The Grantor reserves the right to construct, maintain and replace utility poles on the Sidewalk Easement Area. The parties agree that the utility companies have the right to maintain, repair and replace said utility poles and to relocate the same and shall have the right to maintain an aerial easement over the Sidewalk Easement Area and that any utility company shall have the right to affix and replace their respective wires and conduits to said poles. The Grantor reserves the right to construct, maintain and replace pipes, conduits and utility lines under the Sidewalk Easement Area and to maintain an aerial easement over the Sidewalk Easement Area for utilities servicing its property.
10. All persons using the Sidewalk Easement Area shall do so at their own risk. All persons accessing or using the Sidewalk Easement Area shall exercise care in his or her use of such land and in his or her activities thereon, or from the legal consequences of failure to employ such care. The Grantor extends no assurance that the Sidewalk Easement Area is safe for any purpose. Use of the Sidewalk Easement Area and access thereto, does not confer upon any person the legal status of an invitee or licensee of the

Grantor to whom a duty of care is owed. The Grantor does not assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such person.

11. Notwithstanding any other provision hereof, the Grantor shall have the right to temporarily prevent any person to pass and repass within the Sidewalk Easement Area during such period that there exists a dangerous condition, use, activity or adjoining structure after discovering the user's peril. However, the Grantor shall be under no duty to inspect or to maintain the Sidewalk Easement Area, or to discover perils to the user, or to warn the public of any peril in using the Sidewalk Easement Area.

12. Nothing herein shall be construed to give the Grantee any interest in any award or payment made in connection with any exercise of eminent domain or transfer in lieu thereof affecting said Sidewalk Easement Area or giving the public or any government any right in said Sidewalk Easement Area. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Sidewalk Easement Area, the award attributable to the land and improvements of such portion of the Sidewalk Easement Area shall be payable only to the Grantor and no claim thereon shall be made by the Grantee.

13. This Sidewalk Easement shall bind and inure to the benefit of the Grantor and Grantee hereto, their respective heirs, representatives, lessees, successors and assigns.

14. The granting of this Sidewalk Easement shall not create against the Grantor, its officers, employees, agents, tenants or anyone claiming under Grantor any duty of care or ground of liability for injury to persons or property on or about the Sidewalk Easement Area.

15. The granting of this Sidewalk Easement Area shall not be construed to grant by implication, by inference or by necessity a right of way across any other portion of Grantor's land to the Sidewalk Easement Area.

16. In this Agreement, the singular number includes the plural and the masculine gender including the feminine and neuter.

17. This sidewalk easement agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

AGREED TO IN FORM AND IN SUBSTANCE

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

TOWN OF BARRINGTON, Date
By its Town Manager, Peter DeAngelis
“Grantee”

EAST BAY COMMUNITY DEVELOPMENT CORPORATION Date
By its Executive Director, Kathleen Bazinet
“Grantor”

STATE OF RHODE ISLAND
COUNTY OF

In _____, in said County, on the _____ day of _____, 2016, before me personally appeared the above-named Peter DeAngelis in his capacity as Town Manager of the Town of Barrington, 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 in said capacity and the free act and deed of the Town of Barrington.

Notary Public
My commission expires:

STATE OF RHODE ISLAND
COUNTY OF

In _____, in said County, on the _____ day of _____, 2016, before me personally appeared the above-named Kathleen Bazinet in her capacity as Executive Director of East Bay Community Development Corporation, to me know and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed, to be her free act and deed in said capacity as the free act and deed of East Bay Community Development Corporation.

Notary Public
My commission expires:

EXHIBIT A
(Sidewalk Plan)

EXHIBIT B
(Sidewalk Easement Area)