

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the \_\_\_\_\_, a non-profit corporation, with a mailing address of \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_", and the \_\_\_\_\_, with a mailing address of \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_."

**WHEREAS**, \_\_\_\_\_ is the owner in fee simple of that certain parcel of real estate situated on the [description of location of easement], designated as Plat \_\_\_\_ Lot \_\_\_\_, hereinafter referred to as the "Premises," which real property is bounded and described in Exhibit "A" attached hereto and made a part hereof.

**WHEREAS**, \_\_\_\_\_ desires to acquire an easement to portions of the Premises to construct and maintain a so-called "dry fire hydrant" to access the Queen River on the south side of Mail Road. The purpose of this easement is to provide water from the Queen River for the hydrant for the purposes of fighting and preventing fires.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ grants to \_\_\_\_\_, on the terms and conditions contained herein:

- A. The perpetual easement to construct and maintain a "dry fire hydrant" is located within a parcel of land more particularly described in said Exhibit "A" (hereinafter the "Premises").
- B. A permanent easement and temporary construction easement on that portion of the Premises (hereinafter referred to as "Permanent Easement Area" and "Temporary Easement Area", together, as "Easement") more particularly bounded and described in said Exhibit "B". The temporary construction easement shall expire one year after commencement of construction. It is the intention and agreement of the parties hereto that:
- C. The easement shall not be sold, transferred, or assigned by \_\_\_\_\_ to any other party.
- D. The easement is solely for the purposes of constructing and maintaining a "dry fire hydrant" and for no other purposes.
- E. \_\_\_\_\_ shall be entitled to enter upon the Temporary Easement Area with such servants, agents, employees, machinery and equipment as may be required for the purpose of the temporary construction easement.
- F. \_\_\_\_\_ shall be entitled to enter upon the Permanent Easement Area with such servants, agents, employees, machinery, and equipment as may be required to construct, reconstruct, operate, maintain, repair and/or replace {the purpose of the permanent easement} as may from time to time be required to insure the safe, adequate and continuous functioning of the dry fire hydrant.

- G. In connection with all construction, maintenance, repair and/or replacement to be performed by or on behalf of \_\_\_\_\_, from time to time, \_\_\_\_\_ agrees that such work shall be performed in a prompt, efficient and continuous manner all in accordance with the engineering drawings approved by the State of Rhode Island, Department of Environmental Management, Office of Water Resources, Division of Wetlands.
- H. \_\_\_\_\_ shall be solely and completely obligated to repair any damage to the Premises caused by such construction, maintenance, repair and/or replacement.
- I. At no time, including during construction, maintenance, repair activities or otherwise shall \_\_\_\_\_ restrict \_\_\_\_\_'s access to the Premises. \_\_\_\_\_ shall at no time limit access to parking on the Premises except such parking as may interfere with \_\_\_\_\_'s use in the Temporary Easement Area and the Permanent Easement Area.
- J. \_\_\_\_\_ shall not fence or otherwise enclose the Permanent Easement Area without the prior written consent of \_\_\_\_\_.
- K. \_\_\_\_\_ expressly reserves the right to utilize all or any portions of the Temporary Easement Area and the Permanent Easement Area for any purpose which shall not interfere with full enjoyment of the rights hereby granted.
- L. \_\_\_\_\_ may cut and remove only those trees, undergrowth and other obstructions on the Permanent Easement Area that may injure, endanger, or interfere with the construction and use of the dry fire hydrant.
- M. The fittings, appliances, equipment, and appurtenances now or hereafter attached to and located on the Temporary Easement Area and the Permanent Easement Area shall remain the property of \_\_\_\_\_, its successors and assigns who shall pay all taxes assessed thereon.
- N. \_\_\_\_\_ shall obtain all required Federal, State, and local permits prior to commencement of construction and all construction shall be in compliance with the terms of such permits.
- O. \_\_\_\_\_, at its own cost and expense, shall obtain general comprehensive liability insurance running to the benefit of both \_\_\_\_\_ and \_\_\_\_\_ for personal injuries in the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for any one person and ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for any one accident and FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for property damage for any one accident. \_\_\_\_\_ shall furnish to the \_\_\_\_\_ certificates of all insurance specified above at the commencement of this Agreement and as \_\_\_\_\_ may otherwise reasonably require. Said certificates shall name \_\_\_\_\_ as an insured party on the policy and shall cover the entire scope of \_\_\_\_\_'s use of the Premises.
- P. \_\_\_\_\_ shall, at all times, protect and save, hold harmless and indemnify \_\_\_\_\_ its agents, servants and employees against and from: (1) all penalties, damages or

charges, including attorney's fees for any violation of any applicable law or ordinance occasioned by the negligence or willful act of \_\_\_\_\_ or \_\_\_\_\_'s agents, employees, servants, invitees or visitors; (2) all claims, loss, costs, damages or expenses, bodily injury or death resulting, including attorney's fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by \_\_\_\_\_ or \_\_\_\_\_'s agents, employees, servants, invitees, or visitors; or arising out of or from any act of negligence of \_\_\_\_\_ or \_\_\_\_\_'s agents, employees, servants, invitees or visitors; (3) all claims, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of \_\_\_\_\_ in any respect to comply with and perform all the requirements and provisions of this Agreement.

This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Agreement may not be amended or modified except pursuant to a written agreement signed by the parties hereto.

**SIGNATURES ON NEXT PAGE**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first set forth above.

AUDUBON SOCIETY OF RHODE ISLAND:

\_\_\_\_\_  
By: EXECUTIVE DIRECTOR JEFFREY C. HALL

EXETER VOLUNTEER FIRE COMPANY NO 1:

\_\_\_\_\_  
By: CHIEF SCOTT GAVITT

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, in said County and State on the \_\_\_\_ day of 2024, before me personally appeared Jeffrey C. Hall, the Executive Director of Audubon Society of Rhode Island, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Audubon Society of Rhode Island and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the Audubon Society of Rhode Island.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF RHODE ISLAND  
WASHINGTON COUNTY

In Exeter in said County and State on the \_\_\_\_ day of 2024, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_, of the Exeter Volunteer Fire Company to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Exeter Volunteer Fire Company and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the Exeter Volunteer Fire Company.

\_\_\_\_\_  
Notary Public  
My Commission Expires

## EXHIBIT A

Parcel of land with an address of 0 Mail Road, more particularly described by the Assessor's Office for the Town of Exeter, Rhode Island as Plat 66, Lot 2-1. Said lot contains approximately 570.19 acres.

EXHIBIT B

Location of Dry Hydrant Easement and Temporary Easement  
Audubon Society of Rhode Island  
To  
Exeter Rhode Island Fire Department

