

## LANDSCAPE EASEMENT AGREEMENT

This Landscape Easement Agreement ("Agreement") is made this \_\_\_ day of August, 2024, by and between Melbro, Inc., a Rhode Island corporation having an address at P.O. Box 4129, Middletown, Rhode Island 02842 ("Grantor"), and Mello Realty, Inc., a Rhode Island corporation, having an address at P.O. Box 4129 Middletown, Rhode Island 02842 ("Grantee"), Grantor and Grantee are hereinafter referred to in the collective as the "Parties".

**WHEREAS**, Grantor is the present owner of the real property located at Coddington Highway, Middletown, RI 02842 and further identified as Lot 2 on the Town of Middletown's Tax Assessor's Plat 107SW ("Grantor's Property");

**WHEREAS**, Grantee is the present owner of the real property identified as Lot 103 on the Town of Middletown's Tax Assessor's Plat 103 ("Grantee's Property");

**WHEREAS**, Grantor wishes to grant Grantee a twelve (12') foot easement solely for purposes of improving and maintaining landscaping across the western boundary of Grantor's Property, as more fully described herein.

**NOW THEREFORE**, in consideration of the sum of ONE DOLLAR (\$1.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent and perpetual right to a twelve (12') foot easement solely for purposes of improving and maintaining landscaping on Grantor's Property in the area as shown on Exhibit "A (the "Easement"). Landscaping decisions within said easement shall be made by Grantee.
2. Indemnification. Effective as of the date hereof, Grantee, and its successors and assigns, hereby agrees to indemnify and hold the Grantor, and its successors and assigns, harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons related to Grantor or Grantor's agents acts or omissions with respect to the easement, including installation, maintenance, inspection, repair, replacement, or alteration of landscaping, including all costs, expenses and attorneys' fees associated therewith.
3. Grantor's Covenants. Grantor covenants and warrants that it has the authority and capacity to enter into this agreement and consummate the transaction contemplated herein, and this Easement Agreement constitutes a valid and binding agreement on Grantor.
4. Grantee's Covenants. Grantee covenants and warrants that he has the authority and capacity to enter into this agreement and consummate the transaction contemplated herein, and that this Easement Agreement constitutes a valid and binding agreement on Grantee.
5. Successors and Assigns. This Easement granted herein shall be appurtenant to Grantee's

land, and the benefits and burdens of this Easement and its terms and conditions shall run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. No Interest or Estate. Except as herein granted, Grantor and Grantee shall continue to have the full use and enjoyment of their properties, and neither Grantor nor Grantee shall have nor claim any right, interest or estate of any kind or extent whatsoever hereinto each other's land by virtue of this Easement Agreement or its uses hereunder.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals on the date first above written.

*[Signature Page to follow.]*

DRAFT

Witness:

Melbro, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Newport County, on \_\_\_ of August 2024, before me personally appeared \_\_\_\_\_, and known to me to be the party executing the foregoing instrument, and he acknowledged such instrument, by him executed, to be his free act and deed.

\_\_\_\_\_  
Notary Public

Witness:

Mello Realty, Inc.

\_\_\_\_\_

By: John Mello, Vice President

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Newport County, on \_\_\_ of August 2024, before me personally appeared John Mello, Vice President, and known to me to be the party executing the foregoing instrument, and he acknowledged such instrument, by him executed, to be his free act and deed.

\_\_\_\_\_  
Notary Public