

DEVELOPMENT PLAN REVIEW SET JUNE 28, 2021

NEWPORT NATIONAL GOLF CLUB WEST COURSE  
MIDDLETOWN, RHODE ISLAND

Supporting Documents Volume I

Rhode Island DEM Insignificant Alteration Permit

Newport Water Approval Letter

Sanitary Sewer Letter - Middletown DPW

NNGC Deed

Easement for Golf Carts

Easement for Golf Equipment

Easement for Clubhouse Utilities



Rhode Island DEM Insignificant Alteration Permit





**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**  
**OFFICE OF WATER RESOURCES**  
235 Promenade Street  
Providence, Rhode Island 02908

January 26, 2021

Newport National Real Estate, LLC  
John Perreira, President  
295 Canal Street, #500  
Malden, MA 02148

**Insignificant Alteration – Permit**

Re: Wetland Application No. 20-0019; and RIPDES No. RIR102006 in reference to the location below:

Approximately 2000 feet northwest of the intersection of Mitchell's Lane and Wyatt Road, Utility Pole No. 53, Assessors Plat 118, Lot 132; Assessor's Plat 123, Lot 12; Assessor's Plat 124, Lots 29, 108, & 5, Middletown, RI.

Dear Mr. Perreira:

Kindly be advised that the Department of Environmental Management's ("DEM") Freshwater Wetlands Program ("Program") has completed its review of your **Request for Preliminary Determination** application. This review included a site inspection of the above referenced property ("subject property") and an evaluation of the proposed construction of a new nine-hole golf course with clubhouse, parking lot, practice range, gravel cart path, site grading, wetland flyover areas, and stormwater management systems, as illustrated and detailed on site plans submitted with your application. These site plans were received by the DEM on November 20, 2020.

Our observations of the subject property, review of the site plans and evaluation of the proposed project reveals that alterations of freshwater wetlands are proposed. However, pursuant to 250-RICR-150-15-1.9 of the Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act, 250-RICR-150-15-1 (Rules), this project may be permitted as an **insignificant alteration** to freshwater wetlands under the following terms and conditions:

**Terms and Conditions for Wetlands Application No. 20-0019; RIPDES No. RIR102006:**

1. This letter is the DEM's permit for this project under the R.I. Fresh Water Wetlands Act, R.I. Gen. Laws § 2-1-18 et seq.
2. This determination also includes your final authorization to discharge storm water associated with construction activity under the **2018 RIDPES General Permit for Stormwater Discharge During Construction Activity ("CGP")**. For future references and inquiry, your permit authorization number is **RIPDES No. RIR102006**.
3. This permit is specifically limited to the project, site alterations and limits of disturbance as detailed on the site plans submitted with your application and received by the DEM on November 20, 2020. A copy of the site plans stamped approved by the DEM is enclosed. Changes or revisions to the project that would alter freshwater wetlands are not authorized without a permit from the DEM.

4. Where the terms and conditions of the permit conflict with the approved site plans, these terms and conditions shall be deemed to supersede the site plans.
5. You must notify this Program in writing of the anticipated start date, and of your contractor's contact information, by submitting the Notice of Start of Construction Form prior to commencement of any permitted site alterations or construction activity. You must also notify this Program in writing upon completion of the project, including submittal of the Notice of Termination Form. The Start of Construction Form and the Notice of Termination can be found on the webpage: [dem.ri.gov/stormwaterconstruction](http://dem.ri.gov/stormwaterconstruction).
6. A copy of the stamped approved site plans and a copy of this permit must be kept at the site at all times during site preparation, construction, and final stabilization. Copies of this permit and the stamped approved plans must be made available for review by any DEM or City/Town representative upon request.
7. Within ten (10) days of the receipt of this permit, you must record this permit in the land evidence records of the Town of Middletown and supply this Program with written documentation obtained from the Town showing this permit was recorded.
8. The effective date of this permit is the date this letter was issued. This permit expires four (4) years from the date of this letter unless renewed pursuant to the Rules.
9. Any material utilized in this project must be clean and free of matter that could pollute any freshwater wetland.
10. Prior to commencement of site alterations, you shall erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which boldly identifies the initials "DEM" and the application number of this permit. This sign must be maintained at the site in a conspicuous location until such time that the project is complete.
11. Both the owner and the contractor retained to undertake the construction activity are required to comply with all terms and conditions of the CGP. This includes maintaining the Soil Erosion and Sediment Control (SESC) Plan, performing the required inspections and maintenance of the selected Best Management Practices (BMPs), and retaining inspection records. Further information on the requirements of the CGP is available at:  
<http://www.dem.ri.gov/programs/benviron/water/permits/swcoord/pdf/cpg092618.pdf>.
12. Temporary erosion and sediment controls detailed or described on the approved site plans shall be properly installed at the site prior to or commensurate with site alterations. Such controls shall be properly maintained, replaced, supplemented, or modified as necessary throughout the life of this project to minimize soil erosion and to prevent sediment from being deposited in any wetlands not subject to disturbance under this permit.
13. Upon permanent stabilization of all disturbed soils, temporary erosion and/or sediment controls must be removed.
14. You are responsible for the proper installation, operation, maintenance and stability of any mitigative features, stormwater treatment facilities, and systems of treatment and control that are installed or used in compliance with this permit to prevent harm to adjacent wetlands until documentation is provided that this responsibility has been assigned to another entity.

15. Operation and maintenance shall be as described in the plan entitled, "Operation & Maintenance Plan, Newport National West Course, located in Middletown, RI; Applicant: Newport National Real Estate, LLC", dated Revised 06-26-2020, as prepared by DiPrete Engineering.
16. All proposed sand filter rings located at each of the proposed 151 golf course drainage inlets shall be maintained as per the sand filter maintenance requirements of the approved long-term O & M Plan.
17. You are obligated to install, utilize and follow all best management practices detailed or described on the approved site plans in the construction of the project to minimize or prevent adverse impacts to any adjacent freshwater wetlands and the functions and values provided by such wetlands.
18. All plantings of shrubs, trees or other forms of vegetation as shown or detailed on the approved plans, or detailed in this permit, must be installed as soon as possible after completion of final grading; weather and season permitting. You must notify this Program in writing upon completion of the required plantings for a compliance inspection by a Program representative.
19. Plantings of trees and/or shrubs proposed within flyover areas, except for necessary replacement, must be allowed to develop naturally without being subjected to mowing or manicuring.
20. Any plantings which fail to survive one full growing season shall be replaced. Replacement plantings shall be similarly guaranteed for one full growing season.
21. Artificial lighting must be directed away from all vegetated wetland areas. Where this is not possible, the use of deflectors to concentrate lighting away from vegetated wetlands must be employed.
22. You must provide written certification from a registered land surveyor or registered professional engineer that the stormwater drainage system including any and all basins, piping systems, catch basins, culverts, swales and any other stormwater management control features have been constructed/installed in accordance with the site plans approved by this permit. This written certification must be submitted to this Program within twenty (20) days of its request or upon completion of the project.
23. This Program has made specific revisions to the approved site plans. These revisions are clearly marked in red on the approved plans. This project must take place in compliance with these revisions. **Specifically, on Sheet 12 of 14, Item No. 1 in Flyover Vegetation Notes, sheep laurel is removed and shall be replaced with a choice of highbush blueberry (*Vaccinium corymbosum*) and/or winterberry (*Ilex verticillata*), planted 5 to 6 feet on center, interspersed throughout the flyover areas with the inkberry (*Ilex glabra*) and sweet gale (*Myrica gale*). Item No. 2 has also been modified to limit trimming within flyovers to once per year between September 1<sup>st</sup> and March 31<sup>st</sup>, to minimize disturbance to resident wildlife.**

Pursuant to the provisions in 250-RICR-150-15-1.7(A)(9) and 250-RICR-150-15-1.11(D), as applicable, any properly recorded and valid permit is automatically transferred to the new owner upon sale of the property.

Please be aware that the RIDEM's Rules and Regulations Governing the Establishment of Various Fees (250-RICR-30-00-1) require that RIPDES CGP permit holders to pay an Annual Fee of \$100.00. An invoice will be sent to the owner on record in May/June of each year if the construction was still active as of December 31<sup>st</sup> of the previous year. The owner will be responsible for the Annual Fee until the construction

activity has been completed, the site has been properly stabilized, and a completed Notice of Termination (NOT) has been received by the RIPDES Program.

You are required to comply with the terms and conditions of this permit and to carry out this project in compliance with the Rules at all times. Failure to do so may result in an enforcement action by this Department.

In permitting the proposed alterations, the DEM assumes no responsibility for damages resulting from faulty design or construction.

Kindly be advised that this permit is not equivalent to a verification of the type or extent of freshwater wetlands on site. Should you wish to have the types and extent of freshwater wetlands verified, you may submit the appropriate application in accordance with 250-RICR-150-15-1.8(C).

This permit does not remove your obligation to obtain any local, state, or federal approvals or permits required by ordinance or law and does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage.

Please contact Claire Swift of this office (telephone: 401-222-6820, x 7418) should you have any questions regarding this letter.

Sincerely,



Martin D. Wencek, Program Supervisor  
Office of Water Resources  
Freshwater Wetlands Program

MDW/CVS/cvs

Enclosure: Approved site plans

cc: Neal Personeus, DEM Stormwater Program  
Jack Kane, Town of Middletown Building Official  
Kevin Demers, PE, DiPrete Engineering

Newport Water Approval Letter





THE CITY OF NEWPORT, RHODE ISLAND - AMERICA'S FIRST RESORT

DEPARTMENT OF UTILITIES

Julia A. Forgue, PE  
Director

July 1, 2021

Kevin DeMers, PE  
DiPrete Engineering  
90 Broadway  
Newport, Rhode Island 02840

RE: Newport National Water Main Extension  
Wyatt Road  
Middletown, Rhode Island

Dear Mr. DeMers,

Please be advised that the Newport Water Division has reviewed the above-referenced Water Main Extension submitted on June 11, 2021. The proposed water main extension is approved subject to the modifications as detailed on the attached REDLINED plan, Sheet 2 Of 5. Modifications from the plan are not permitted without prior approval from the Newport Water Division. Any modifications completed without approval are at your own risk and may not be accepted by the Newport Water Division. Individual service applications are required in order to establish water service after acceptance of the water main extension. A Pre- Construction Meeting with the Contractor is required prior to start of any construction of the water main extension. All work associated with the water main extension shall be inspected and approved by staff from the Newport Water Division.

The plan is generally consistent with the City standards and is subject to the following conditions:

1. The plans have been redlined to add two (2) inline valves, at Station 7+50 and 14+20. Valves are provided to minimize inconvenience and sanitary hazards during repairs and/or future extensions.
2. All materials including pipe, fittings, valves and other related appurtenances shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist.
3. Installation of all water conveyances, mains, pipes or lines shall be in accordance with the Ductile Iron Pipe Research Association's installation manual and ANSI/AWWA C600 and all other requirements of NWD.
4. The proposed ductile iron pipe shall be manufactured by US Pipe and Foundry Company, Atlantic States Cast Iron Pipe Co or approved equal. All pipes shall be Class 52 and conform

to AWWA C150 and C151. The inside of the pipe shall be given a cement lining and asphaltic seal coat in accordance with AWWA Standard C104.

5. The water main extension shall be at least ten feet (10') horizontally away from any sanitary sewer service. In cases where the water service must cross above the sanitary sewer service, there shall be at least eighteen inches (18") clear vertical separation. **In no case shall the water main be installed below the sanitary sewer service.**
6. Underground – Type Line Markers shall be standard permanent detection tape, bright colored, continuous-printed polyethylene tape with a metallic core for easy detection of underground installations, intended for direct burial service. *Underground – Type Line Markers for Piping are required on installation of all piping.*
7. All Resilient seat, wedge type gate valves shall be manufactured to meet all applicable requirements of AWWA C509, in addition to the following design standards:
  - a) The resilient seating mechanism shall provide zero leakage at 200 psi working pressure when installed with line flow in either direction.
  - b) Valves shall be rated for a working pressure of 250 psi and a test pressure of 500 psi.
  - c) Valves shall open right and an arrow shall be cast in a standard 2-inch square-operating nut.
  - d) Valve bodies shall be of ductile iron and shall have non- rising threaded bronze stems acting through a bronze stem nut.
  - e) Opening nuts shall be 2 inches square and shall open as specified above. All buried valves shall have mechanical joint ends.
  - f) Valve wedges shall be of cast iron with resilient seating surfaces permanently bonded to the wedges in strict accordance with ASTM D429 or attached to the face of the wedges with stainless steel screws.
  - g) Each valve shall have a smooth, unobstructed water way equal to or greater than the full nominal diameter of the valve free from sediment pockets. Valves shall have low friction, torque-reduction thrust bearings.
  - h) All O-rings and gaskets shall be removable without taking the valves out of service.
  - i) A non-toxic fusion-bonded epoxy coating, minimum thickness of 8mils, which is safe for potable water shall be applied to exterior and interior valve surfaces in accordance with AWWA C550.
  - j) For purposes of standardization, resilient seat gate valves shall be as manufactured by M&H Valve Co., US Pipe, or Mueller Co.
8. The valves epoxy coating must be undamaged with no chips or abrasions. Field touch-up of interior coating is not allowed. Field touch-up of exterior surfaces shall be in accordance with manufactures recoating specifications only. Contractors shall use special handling and

installation precautions with the use of epoxy coated valves as necessary to ensure that no coating system damage occurs. At a minimum fiber slings or belts shall be used for all handling. All epoxy-coated valves shall be palletized and properly shrink-wrapped upon delivery to assure coating system integrity is not compromised. All epoxy valves found mishandled at delivery or during installation shall be rejected and removed from the job site.

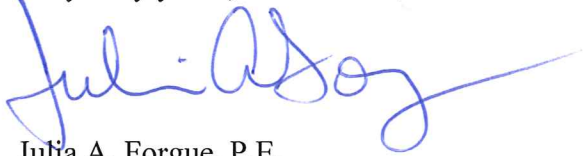
9. All joints shall conform to AWWA C111. Flexible restrained joints shall be T.R. Flex by U.S. Pipe or approved equal. Restrained joints shall be provided at every bend. Fittings shall conform to AWWA C111 or C153 as appropriate and shall be of a pressure classification at least equal to that of the pipe with which they are used. The inside of the fittings shall be given a cement lining and asphaltic seal coat in accordance with AWWA C104.
10. Gaskets, glands, nuts, bolts and accessories shall conform to AWWA C111 or C153 as appropriate.
11. Couplings shall be ductile iron, solid sleeve type with mechanical joint ends and shall be of a pressure classification at least equal to that of the pipe with which they are used.
12. Valve Box for valves 3 inch and larger shall be of tough even-grained cast iron and of the adjustable, slip, heavy duty pattern type. The upper section of the box shall be provided with a flange having sufficient bearing area to prevent undue settlement. The length of the top section shall be at least 26 inches and the length of the bottom section shall be at least 36 inches for a 5-foot box. The inside diameter of the box shall be at least 5 1/4 inches. The lower section of the box shall be designed with a bell to enclose the operating nut and stuffing box of the valve.
13. Valve Box Covers shall be tight fitting and essentially dirt-tight. Covers shall be flush with the top of the box, and shall be Newport logo Valve Box Cover as manufactured by EJ USA, Inc Product #068000031.
14. Hydrants shall comply in all respects to AWWA Standard C-502 latest revision, in addition to the following design standards:
  - a) Hydrants shall be of compression type closing with the pressure, minimum valve opening 5 1/4", with two (2) 2 1/2" hose nozzles and one (1) 4 1/2" pumper nozzle. The direction of opening shall be right or clockwise. Hose and pumper nozzles shall be the 1/4 turn or threaded type, and secured into place by stainless steel or corrosion resistant pins or screws. Pressure seals behind the nozzle flanges shall be "O" rings.
  - b) All hose nozzle threads shall be Newport Specifications. All operating cap nuts and nozzle caps will be Pentagon (5-sided) measuring 1 5/8". All pumper nozzles shall have nozzle cap chains with cap chain rings. All hose nozzles shall have cap chains with cap chain rings.
  - c) The bonnet area shall house triple "O" rings and an anti-friction washer. Upper and lower barrel flanges (except those designed to break upon impact) are to be integrally cast with the barrel. Non-breakaway lugs are not acceptable.

- d) The union between the upper and lower stems shall be made by a breakable coupling retained into place by stainless steel or corrosion resistant pins. The two-piece traffic flange shall be held in place by nuts and bolts. The upper barrel shall be able to be rotated 360° degrees without removing any bolts.
  - e) The hydrant drain valve is to operate automatically each time the hydrant is operated. The hydrant elbow shall be equipped with at least two copper or bronze lined drain ports.
  - f) The seat ring shall thread into a bronze bushing or drain ring. Pressure seals shall be "0" rings. Hydrants shall be factory tested at 300 PSI with the main valve in both the open and closed position.
  - g) Threads at the barrel base shall be intrinsic to the barrel, or secured by set screws, tack weld or other acceptable method.
  - h) All hydrant bodies are to be painted factory yellow.
  - i) For purposes of standardization and aesthetic continuity, hydrants shall be Mueller Super Centurion.
15. The water main is subject to pressure and leakage tests. In general, the testing shall be conducted in accordance with AWWA C600, Section 5, except that 0 leakage is allowed. For piping installations greater than 1,000 feet testing shall be accomplished in sections no greater than 1,000 feet.
16. The water main shall be disinfected after cleaning by chlorination. Chlorination shall be done in accordance with AWWA C651.
17. Following the chlorination period, all treated water shall be flushed from the lines and replaced with water from the distribution system. All treated water flushed from the lines shall be dechlorinated. Discharge to sanitary sewers is not allowed. Sodium bisulfite shall be applied in a manner and of sufficient quantity to properly dechlorinate the water prior to discharge in accordance with AWWA C651.
18. Bacteriological sampling and testing shall be completed in accordance with AWWA C651 for the relocated main. Sampling shall be accomplished with sterile bottles treated with sodium thiosulfate. No hose or fire hydrant shall be used in collection of samples. Water must sit in the main for at least 24 hours prior to taking a sample. In the event that bacteriological analyses are not satisfactory, including background bacteria levels, re-chlorination and sampling of the water main will be required.
19. The owner or developer is solely responsible to control their contractor in the progression of work to ensure the water infrastructure installation is accomplished in accordance with the approval. Any part of the installation found to be noncompliant shall be immediately corrected at the owner's cost to the satisfaction of NWD.

20. Prior to final acceptance of the project by the Newport Water Division, a complete set of As-Built Drawings must be submitted, reviewed and approved. As-Built Drawings at a minimum shall be:
- a) Stamped and signed by a Professional Engineer and/or land surveyor registered in the State of Rhode Island.
  - b) Compile and accurately show the limits of all properties, easements, roads and rights-of-way for the project.
  - c) Measured horizontal and vertical locations of the above and below grade water main, valves, fittings, services, and appurtenances, referenced to permanent surface improvements, above grade permanent structures, and/or permanent visible and accessible features of the installation.
  - d) Three point measured swing ties from permanent surface improvements, above grade permanent structures and/or visible and accessible features of the installation to identify all bends, services and end caps.
  - e) Detail of water main tap connection and all utility crossings.

If you should have any questions or concerns please contact my office at 845-5600.

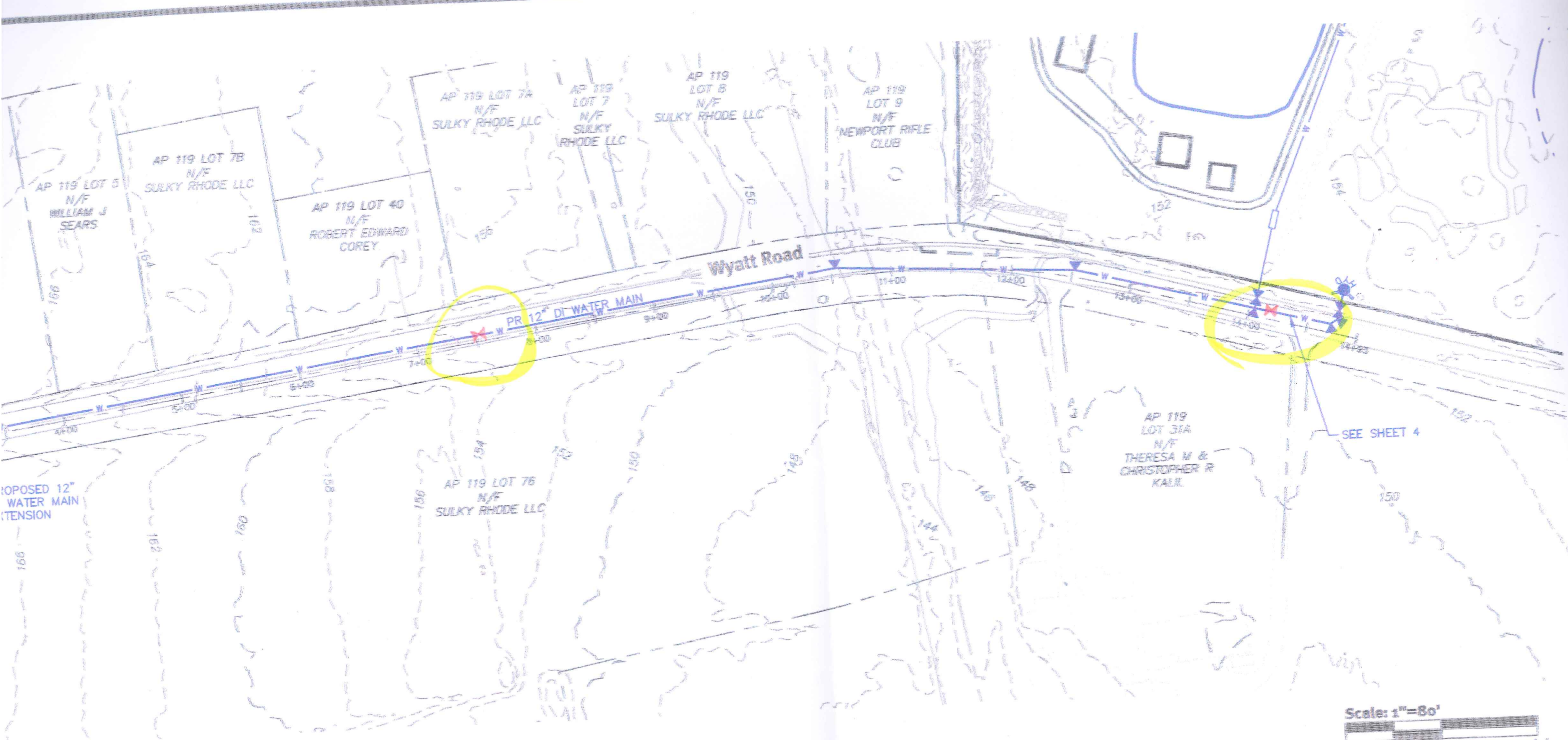
Very truly yours,



Julia A. Forgue, P.E.

Director of Utilities

Cc: Robert C. Schultz, Deputy Utilities Director-Engineering  
Joseph Roque, Supervisor, Distribution and Collection



PROPOSED 12" DI WATER MAIN (TENSION)

AP 119 LOT 5  
N/F  
WILLIAM J  
SEARS

AP 119 LOT 7B  
N/F  
SULKY RHODE LLC

AP 119 LOT 40  
N/F  
ROBERT EDWARD  
COREY

AP 119 LOT 7A  
N/F  
SULKY RHODE LLC

AP 119  
LOT 7  
N/F  
SULKY  
RHODE LLC

AP 119  
LOT 8  
N/F  
SULKY RHODE LLC

AP 119  
LOT 9  
N/F  
NEWPORT RIFLE  
CLUB

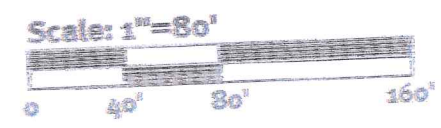
AP 119 LOT 7B  
N/F  
SULKY RHODE LLC

AP 119  
LOT 31A  
N/F  
THERESA M &  
CHRISTOPHER R  
KALIL

Wyatt Road

PR 12" DI WATER MAIN

SEE SHEET 4



Existing  
(AS SHOWN)  
NOT ALL

Pro  
NOT

# Sanitary Sewer Letter - Middletown DPW





# Town of Middletown

350 East Main Road, Middletown, Rhode Island 02842

## Department of Public Works

9 Berkeley Avenue, Middletown, Rhode Island 02842

Phone: (401) 846-2119 Fax: (401) 845-0404

DATE: May 22, 2020  
TO: Ron Wolanski, Town Planner  
FROM: Tom O'Loughlin, DPW Director TMO  
Cc:  
RE: Proposed Development  
Newport National  
Mitchell's Lane  
Plat 124 Lot 29

According to Town records, sanitary sewer is available to the proposed development subject to the following:

1. Per Town records, which will require field verification, Town's existing sanitary sewer system is adjacent to the above-mentioned property on Meadow Lane.
2. Review and approval of development design flows with regard to capacity of Town's pump station.
3. Town Solicitor review of specified Utility Easement.
4. The design and installation shall be in accordance with Town Rules & Regulations. Any additional engineering, design and construction requirements as determined by the Town.
5. Review by RIDEM regarding sewer system capacity if applicable.
6. Review by Middletown Town Council if applicable.

Please contact me with any questions or concerns.



NNGC Deed



**WARRANTY DEED**

MR4A-JV Limited Partnership, having a mailing address of c/o Realty Financial Partners, 40 William Street, Suite G90, Wellesley, Massachusetts 02184 (the "Grantor"), in consideration for Three Million Seven Hundred Thousand (\$3,700,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, grants to Newport National Real Estate LLC, c/o Combined Properties, Inc., 300 Commercial Street, Malden, Massachusetts 02148 (the "Grantee"), with WARRANTY COVENANTS:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

That certain tract or parcel of land, together with all the buildings and improvements thereon, if any, located in the Town of Portsmouth and the Town of Middletown, County of Newport, State of Rhode Island and more fully described on Exhibit A attached hereto and incorporated herein.

TOGETHER WITH all right, title and interest of Grantor in and to all buildings, fixtures, and other improvements located on said land and any rights, alleys, streets and ways, public and private, waters, easements, riparian rights, privileges, appurtenances and advantages belonging to or appertaining thereto.

Being part of the same premises (i) conveyed by Receivers Deed dated February 20, 2004 and recorded on February 20, 2004 at 1:16 p.m. in Book 1003 at Page 34 in the Portsmouth Land Evidence Records, and also on February 20, 2004 at 1:57 p.m. in Book 826 at Page 1 in the Middletown Land Evidence Records, and (ii) conveyed by Quitclaim Deed from Aquidneck Island Land Trust dated July 24, 2006 and recorded in the Town of Middletown Land Evidence Records on July 25, 2006 in Book 999, Page 92.

Subject to and with the benefit of easements, restrictions, covenants and other matters of record, if any, to the extent the same are in force and effect.

Subject to taxes assessed as of December 31, 2015, not yet due and payable.

The undersigned hereby certifies that this transfer is exempt from the Smoke and Carbon Monoxide Detector Law as provided in R.I.G.L. § 23-28.35-14(a), since the property being transferred does not contain residential units.

The Grantor is a nonresident limited partnership and as such application has been made pursuant to Rhode Island General Laws § 44-30-71.3 to the Rhode Island Division of Taxation for a discharge of lien pursuant to such statute.

TAX \$: 17,020.00  
DATE: Mar 02, 2016  
RECORDER: *D. Sattler*  
TOWN OF Middletown

7011

RHODE ISLAND  
REAL ESTATE CONVEYANCE TAX

Newport Water Approval Letter

IN WITNESS WHEREOF, the Grantor hereunder has caused this Warranty Deed to be executed as of the 25<sup>th</sup> day of 2016, by its proper officer duly authorized.

MR4A-JV LIMITED PARTNERSHIP, a  
Massachusetts limited partnership

By: MR4A-JV, Corp., a Massachusetts  
corporation

By: [Signature]  
Name: David S. Allen  
Title: President of Gen Partner

STATE OF Massachusetts

COUNTY OF Essex

In Andover on the 25<sup>th</sup> day of February, 2016, before me personally appeared David S. Allen, to me personally known and known by me to be President of MR4A-JV, CORP., a Massachusetts corporation, the sole general partner of MR4A-JV LIMITED PARTNERSHIP, a Massachusetts limited partnership, and the party executing the foregoing instrument, 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, the free act and deed of MR4A-JV, CORP. and the free act and deed of said MR4A-JV LIMITED PARTNERSHIP.



THOMAS W. TAVENNER, JR.  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
September 4, 2020

[Signature]  
Notary Public

My Commission Expires:

GRANTEE'S ADDRESS:  
Newport National Real Estate, LLC  
96 Courtyard Properties, Inc.  
800 Commercial St., Suite 25  
Malden, MA 02148

AFTER RECORDING RETURN TO:

Documentary stamps will be paid in Middlebury as the larger portion of property is located there

**NNGC West Course Properties  
Plat 123, Lot 12  
Plat 124, Lot 5 and Lot 29  
Mitchell's Lane  
Middletown, Rhode Island**

Bk: 1739 Pg: 216  
INST: 00000626

**PARCEL 1:**

That certain tract or parcel of land situated in the Town of Middletown County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at the southwestern most corner of said parcel at a rod set at the northerly street line of Wyatt Road, said point being also the southeast corner land now or formerly of the Newport Rifle Club;

Thence running N01°-43'-24"E, bounded westerly by land now or formerly of the Newport Rifle Club, along the centerline of a stone wall for a distance of one thousand two hundred five and seventy-four hundredths (1205.74) feet to a drill hole at an intersection of stone walls;

Thence running N71°-34'-54"W along the centerline of a stonewall for a distance of thirty six and seven hundredths (36.07) feet to a drill hole to an angle;

Thence running S88°-53'-31"W along the centerline of a stone wall for a distance of fifty six and twenty seven hundredths (56.27) feet to a drill hole at an angle, said last two courses bounded southwesterly and southerly by land now or formerly of Newport Rifle Club;

Thence running N88°-28'-08"W along the centerline of a stone wall bounded southerly in part by said Newport Rifle Club land and in part by land now or formerly of Mary Ann Corey et al for a distance of one hundred eighty four and thirty two hundredths (184.32) feet to a drill hole for an angle;

Thence running N82°-45'-48"W along the centerline of a stone wall for a distance of forty seven and forty nine hundredths (47.49) feet to a drill hole to an angle;

Thence running S89°-48'-34"W along the centerline of a stone wall for a distance of sixty four and twenty eight hundredths (64.28) feet to the centerline of a brook for a corner, said last two courses bounded southerly by land now or formerly of Mary Ann Corey et al,

Thence running N14°-08'-21"W along the centerline of a brook for a distance of three hundred nineteen and sixty seven hundredths (319.67) feet to an angle;

Thence running N11°-22'-45"W along the centerline of a brook for a distance of two hundred seventy six and twelve hundredths (276.12) feet to an angle;

Thence running N01°-07'0"-42"E along the centerline of a brook for a distance of one hundred eighty eight and forty four hundredths (188.44) feet to an angle;

Thence running N01°-16'-07"W along the centerline of a brook for a distance of four hundred seventy two and sixty one hundredths (472.61) feet to a corner, said last four courses bounded westerly by land now or formerly of Sulky Rhode Island LLC;

Thence running S87°-22'-47"E for a distance of seventy six and seventy one hundredths (76.71) feet to a fence post;

Thence running S84°-31'-16"E along the centerline of a stone wall for a distance of fifty three and one hundredths (53.01) feet to a drill hole at an angle;

Thence running S88°-33'-03"E along the centerline of a stone wall for a distance of one hundred eighty four and seven hundredths (184.07) feet to a drill hole for an angle said last three courses bounded northerly by land now or formerly of Nunes Motor Company Inc.;

Thence running S89°-40'-58"E along the centerline of a stone wall, bounded northerly in part by land now or formerly of Nunes Motor Company, Inc., and by Joseph Jr. and Carol Palumbo for a distance of one hundred seven and eighty seven hundredths (107.87) feet to an angle;

Thence running S87°-02'-46"E along the centerline of a stone wall, bounded northerly in part by land now or formerly of Joseph Jr. and Carol Palumbo, and by Brian Schmidt and Christine Higbee for a distance of one hundred sixty seven and thirty eight hundredths (167.38) feet to an angle;

Thence running S85°-44'-39"E along the centerline of a stone wall, bounded northerly in part by land now or formerly of Brian Schmidt and Christine Higbee, and by David and Stephanie Banister, for a distance of one hundred forty three and eight three hundredths (143.83) feet to an angle;

Thence S87°-06'-17"E along the centerline of a stone wall, bounded northerly by land now or formerly of David and Stephanie Banister, for a distance of one hundred fifty four and sixty one hundredths (154.61) feet to an iron rod;

Thence running N00°-05'-55"W along the centerline of a stone wall for a distance of four hundred seventy-five and forty-eight hundredths (475.48) feet to an angle;

Thence running N00°-09'-31"W along a stone wall for a distance of two hundred ninety-three and forty-eight hundredths (293.48) feet to an angle;

Thence running N00°-24'-53"W along a stone wall for a distance of two hundred ninety-three and forty-eight hundredths (134.29) feet to an iron rod at an angle;

Thence running  $N01^{\circ}-30'-56''W$  along a stone wall for a distance of one hundred twenty-one and ten hundredths (121.10) feet to a point on the stone wall for a corner, said last four courses bounded westerly in part by land now or formerly of Mary Johnson and Charles Belitz, of Bruce and Suzanne Nance, of Thomas and Chelynn Sheehan, of Leslie and Jacob Cathers, of Jason and Melissa Kleinknecht, of Frank and Lisa Benson and Manuel Medeiros et al;

Thence running  $S85^{\circ}-11'-56''E$  bounded northerly by land now or formerly of Boulevard Nurseries Inc. for a distance of six hundred seventy-seven and forty-nine (677.49) feet to a drill hole at the end of the stone wall for an angle;

Thence running  $S84^{\circ}-24'-11''E$  along the center line of a stone wall for a distance of three hundred thirty and twenty-two hundredths (330.22) feet to a drill hole for an angle;

Thence running  $S84^{\circ}-01'-35''E$  for a distance of four hundred fifty-five and thirteen hundredths (455.13) feet to a drill hole at an intersection of a stone walls for a corner, said last two courses bounded northerly by land now or formerly of Town of Middletown;

Thence running  $S02^{\circ}-40'-35''E$  bounded northeasterly by land now or formerly of Thomas O'Connor Jr., for a distance of seventeen and ninety-three (17.93) feet to a drill hole for an angle;

Thence running  $S03^{\circ}-07'-15''E$  bounded northeasterly in part by land now or formerly of Daniel Ashworth, of Joseph and Jennifer Lopes, and of William and Carol Gormly, for a distance of eight hundred ninety-four and seven hundredths (894.07) feet to a corner;

Thence running  $N89^{\circ}-21'-40''E$  for a distance of three hundred eight and eighty hundredths (308.80) feet to a corner;

Thence running  $S07^{\circ}-06'-52''W$  for a distance of one hundred twenty-five and no hundredths (125.00) feet to a corner;

Thence running  $N89^{\circ}-44'-10''E$  for a distance of five hundred forty-two and eighty hundredths (542.80) feet to a point on the westerly line of Mitchell's Lane for a corner, said last three courses bounded northerly and northeasterly by land now or formerly of William and Carol Gormly;

Thence running  $S40^{\circ}-41'-08''W$  along the westerly line of Mitchell's Lane for a distance of one hundred thirty-nine and thirty hundredths (139.30) feet to a corner;

Thence running  $N85^{\circ}-18'-52''W$  for a distance of two hundred forty-four and seventy hundredths (244.70) feet to an angle;

Thence running S65°-24'-37"W for a distance of two hundred sixteen and forty hundredths (216.40) feet a corner;

Thence running S26°-05'-22"E for a distance of four hundred twenty-five and fourteen hundredths (425.14) feet to an angle;

Thence running S18°-02'-09"E for a distance of three hundred ninety-nine and twenty-one hundredths (399.21) feet to a corner;

Thence running S88°-47'-37"E for a distance of sixty-one and eighty-four hundredths (61.84) feet to a point on the westerly line of Mitchell's Lane for a corner, said last five courses bounded southerly, easterly and northerly by other land of MR4A-JV Limited Partnership ( Plat 123, Lot 12);

Thence running S04°-41'-08"W along the westerly line of Mitchell's Lane for a distance of eighteen and eighty-nine hundredths (18.89) feet to a drill hole at the face of a stone wall for an angle;

Thence running S03°-25'-31"W along Mitchell's Lane for a distance of twenty nine and thirty two hundredths (29.32) feet along the face of a stone wall to an angle;

Thence running S03°-17'-28"W along Mitchell's Lane for a distance of twelve and seventy five hundredths (12.75) feet to a drill hole at the face of a stone wall to an angle;

Thence running S04°-33'-07"W along Mitchell's Lane for a distance of forty-seven and ninety-eight hundredths (47.98) feet to a drill hole at the face of a stone wall to an angle;

Thence running S06°-17'-27"W along Mitchell's Lane for a distance of fifty and thirty-two hundredths (50.32) feet to a drill hole on the face of a stone wall to an angle;

Thence running S11°-38'-31"W along Mitchell's Lane for a distance of fourteen and eighteen hundredths (14.18) feet to a drill hole on the face of a stone wall to an angle;

Thence running S17°-54'-00"W along the northwesterly line of Mitchell's Lane for a distance of four hundred eight and eighty-seven hundredths (408.87) feet to a corner;

Thence running N72°-10'-07"W for a distance of two hundred thirty-one and fifty-one hundredths (231.51) feet to a corner;

Thence running S17°-49'-53"W for a distance of three hundred three and forty-seven hundredths (303.47) feet to a corner;

Thence running S72°-10'-07"E for a distance of two hundred thirty-one and fifteen hundredths (231.15) feet to a point on the northwesterly line of Mitchell's Lane to a corner, said last four courses bounded southwesterly, northeasterly and northwesterly by other land of MR4A-JV Limited Partnership (Plat 124, Lot 5);

Thence running S17°54'-00"W along the northwesterly line of Mitchell's Lane for a distance of two hundred twelve and fifty-seven hundredths (212.57) feet to a corner;

Thence running N86°-57'-13"W for a distance of four hundred forty-five and fifty-four hundredths (445.54) feet to a corner;

Thence running S02°-50'-40"W bounded easterly by land now or formerly of Robert T. Roklan for a distance of two hundred twenty-nine and ninety-five (229.95) feet to a corner;

Thence running N81°-39'-50"W bounded southwesterly by land now or formerly of Daniel and June Garvey for a distance of twenty-eight and sixty-two hundredths (28.62) feet to an angle;

Thence running N84°-25'-22"W bounded southwesterly in part by said Garvey land and in part by land now or formerly of the Town of Middletown for a distance of two hundred forty-seven and sixty-seven hundredths (247.67) feet to an angle;

Thence running N82°-14'-30"W for a distance of fifty-seven and forty-five hundredths (57.45) feet to a corner;

Thence running N14°-44'-35"E for a distance of ninety-five and no hundredths (95.00) feet to a corner;

Thence running N75°-13'-04"W for a distance of nine hundred fifty and nine hundredths (950.09) feet to a pipe at a corner;

Thence running S14°-51'-31"W for a distance of five hundred eighty and thirty-five hundredths (580.35) feet to a pipe on the northeasterly line of Wyatt Road for a corner, said last four courses bounded southwesterly and southeasterly by land now or formerly of the Town of Middletown;

Thence running N74°-38'-10"W along the northeasterly line of Wyatt Road for a distance of three hundred sixty-three and seventy-eight hundredths (363.78) feet to an angle;

Thence running N77°-18'-49"W along the northwesterly line of Wyatt Road for a distance of one hundred seventy-five and thirty-five hundredths (175.35) feet to the point and place of beginning.

Said parcel contains 7,457,366± square feet (171.20± acres).

Said parcel also known as Assessor's Plat 124, Lot 29 in the Town of Middletown.

**PARCEL TWO:**

That certain tract or parcel of land situated in the Town of Middletown County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at the northeastern most corner of said parcel at the westerly street line of Mitchell's Lane;

Thence running N72°-10'-07"W for a distance of two hundred thirty-one and fifty-one hundredths (231.51) feet to a corner;

Thence running S17°-49'-53"W for a distance of three hundred three and forty-seven hundredths (303.47) feet to a corner;

Thence running S72°-10'-07"E for a distance of two hundred thirty-one and fifteen one hundredths (231.15) feet to a point on the westerly line of Mitchell's Lane for a corner, said last three courses bounded by other land of MR4A-JV Limited Partnership (Plat 124, Lot 29);

Thence running N17°-54'-00"E along the westerly line of Mitchell's Lane for a distance of three hundred three and forty-seven hundredths (303.47) feet to the point and place of beginning, bounded by the westerly line of Mitchell's Lane;

Said parcel contains 70,202± square feet (1.61± acres).

Said parcel also known as Assessor's Plat 124, Lot 5 in the Town of Middletown.

**PARCEL 3:**

That certain tract or parcel of land situated in the Town of Middletown County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at the northeastern most corner of said parcel at the westerly street line of Mitchell's Lane;

Thence running N85°-18'-52"W for a distance of two hundred forty-four and seventy hundredths (244.70) feet to an angle;

Thence running S65°-24'-37"W for a distance of two hundred sixteen and forty hundredths (216.40) feet a corner;

Thence running S26°-05'-22"E for a distance of four hundred twenty-five and fourteen hundredths (425.14) feet to an angle;

Thence running S18°-02'-09"E for a distance of three hundred ninety-nine and twenty-one hundredths (399.21) feet to a corner;

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Thence running S88°-47'-37"E for a distance of sixty-one and eighty-four hundredths (61.84) feet to a point on the westerly line of Mitchell's Lane for a corner, said last five courses bounded southerly, easterly and northerly by other land of MR4A-JV Limited Partnership ( Plat 124, Lot 29);

Thence running N04°-41'-08"E along the westerly line of Mitchell's Lane for a distance of eight hundred thirty five and fifty-seven hundredths (835.57) feet to the point and place of beginning, bounded by the westerly line of Mitchell's Lane;

Said parcel contains 205,486± square feet (4.72± acres).

Said Parcel also known as Assessor's Plat 123, Lot 12 in the Town of Middletown.

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**NNGC East Course  
Mitchell's Lane & Wapping Road  
Portsmouth AP 66 Lot 4  
Middletown AP 123 Lot 14  
Middletown AP 123 Lot 18**

**PARCEL 1:**

That certain tract or parcel of land situated in the Towns of Portsmouth and Middletown, County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at an iron pipe on the northeasterly street line of Mitchell's Lane, said point being also the northwest corner of land now or formerly of Jerome J. & Katherine M. Callaghan;

Thence running N14°-20'-50"W for a distance of one hundred eight and one hundredth (108.01) feet along the northeasterly side of Mitchell's Lane to a rebar at a corner;

Thence running N56°-39'-47"E for a distance of one hundred sixty-two and fifty hundredths (162.50) feet bounded northerly by land now or formerly of Dorothy E. Pettit to a corner;

Thence running N14°-20'-50"W for a distance of one hundred two and four hundredths (102.04) feet to a point on the center line of a stone wall for a corner;

Thence running N56°-18'-27"E for a distance of three hundred seventy-one and twenty-four hundredths (371.24) feet along the center line of a stone wall to a drill hole at an angle bounded northwesterly by land now or formerly of Michael and Linda McCoy;

Thence running N57°-21'-05"E for a distance of ninety-five and eighty-seven hundredths (95.87) feet along the center line of a stone wall to a drill hole at an angle;

Thence running N03°-52'-08"E for a distance of three hundred eleven and ninety hundredths (311.90) feet along the center line of a stone wall to a drill hole at an intersection of stone walls at an angle;

Thence running N01°-10'-09"E for a distance of one hundred forty-seven and eighty-five hundredths (147.85) feet along the center line of a stone wall to a drill hole at an angle;

Thence running N02°-05'-02"E for a distance of one hundred forty-six and eighty hundredths (146.80) feet to a drill hole in a stone wall at an angle;

Thence running N01°-41'-25"E along the centerline of a stone wall for a distance of one hundred twenty-eight and two hundredths (128.02) feet to a drill hole at an angle;

Thence running N01°-23'-26"E for a distance of seventy-five and twenty-five hundredths (75.25) feet along the center line of a stone wall to a drill hole at an angle;

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Thence running N14°-19'-22"E for a distance of two hundred sixty-one and thirty-one hundredths (261.31) feet along the center line of a stone wall to a drill hole at an angle;

Thence running N13°-08'-02"E for a distance of one hundred thirteen and fifty-one hundredths (113.51) feet along the center line of a stone wall to a drill hole at intersection of stone walls;

Thence continuing on that bearing of N13°-08'02"E for a distance of fourteen and eighty-six hundredths (14.86) feet to a corner, said last nine courses bounded northwesterly and westerly by land now or formerly of William Welch;

Thence running S77°-01'-23"E for a distance of eighty-five and eighty-eight hundredths (85.88) feet to a drill hole at a stone wall;

Thence continuing on the same bearing of S77°-01'-23"E for a distance of four hundred twenty-seven and sixty-one hundredths (427.61) feet along the center line of a stone wall to a drill hole at an angle said last two courses bounded northerly by land now or formerly of Dennis Silvia;

Thence running S76°-47'-12"E for a distance of five hundred seventy-eight and eighty-four hundredths (578.84) feet along the center line of a stone wall to a rebar at an angle, bounded northerly in part by land of Jeffrey and Stasia Anthony and in part by land now or formerly of Andrew Mazur;

Thence running S76°-12'-50"E for a distance of six hundred nineteen and fifty-two hundredths (619.52) feet along the center line of a stone wall to a rebar at a corner of walls, bounded northerly by land now or formerly of George Manuel and Marie Peters;

Thence running N04°-33'-54"E for a distance of one hundred twenty-six and sixty-two hundredths (126.62) feet along the center line of a stone wall to a drill hole at an angle;

Thence running N06°-27'-25"E for a distance of one hundred eighty-seven and fifty-four hundredths (187.54) feet along the center line of a stone wall to a drill hole at an angle;

Thence running N06°-12'-54"E for a distance of one hundred ninety-three and eighty-four hundredths (193.84) feet along the center line of a stone wall, said last three courses bounded westerly by said Peters' land;

Thence running S78°-32'-26"E for a distance of four hundred eighty-eight and seventy-four hundredths (488.74) feet in part by old fence posts and in part along the center line of a stone wall to drill hole at an angle, bounded northerly in part by land now or formerly of CCB Capital and Real Estate Inc., by William Mallinson and Nancy Tobin, by Edward and Nancy Wray, by Jeffrey Dionne and Sara Sullivan, and by Casey Smith and Catherine Filloramo;

Thence running of S79°-12'-18"E for a distance of seventy-nine and five hundredths (79.05) feet along the center line of a stone wall to a corner bounded northerly in part by said land of Casey Smith and Catherine Filloramo, and by Nancy Hughes;

Thence running  $S01^{\circ}-58'-09''W$  for a distance of one hundred fifty and zero hundredths (150.00) feet to an angle bounded easterly by land now or formerly of Peter and Kathleen Lepak;

Thence running  $S01^{\circ}-24'-28''W$  for a distance of three hundred ninety-one and twenty-six hundredths (391.26) feet along a line of metal fence posts to a rebar at the center line of a stone wall for a corner, bounded easterly by land now or formerly of Dorothy Lopes, and by Joseph and Kathleen Lopes;

Thence running  $S75^{\circ}-58'-42''E$  for a distance of three hundred five and zero hundredths (305.00) feet in part along the center line of the stone wall to a rebar on the westerly line of Wapping Road for a corner, bounded northerly by land now or formerly of Hazel Joseph & Kathleen Lopes;

Thence running  $S03^{\circ}-14'-14''E$  along the westerly line of Wapping Road for a distance of two hundred six-four and thirty-five hundredths (264.35) feet to a granite bound at the end of a stone wall for a corner;

Thence running  $S87^{\circ}-24'-47''W$  for a distance of two hundred twenty-six and fifty-one hundredths (226.51) feet to a corner bounded southerly by land now or formerly of Arthur and Meredith Chapman;

Thence running of  $S02^{\circ}-30'-30''E$  for a distance of six hundred ninety and fifteen hundredths (690.15) feet along the centerline of a stone wall at a corner, bounded easterly by land now or formerly of said Chapman, of Bradley and Elizabeth Dellenbaugh and of Michael and Kathy Barry;

Thence running  $S84^{\circ}-41'-23''W$  for a distance of sixty-eight and eighty-six hundredths (68.86) feet along a stone wall to a corner;

Thence running  $S06^{\circ}-01'-46''E$  for a distance of seventy-two and thirty-four hundredths (72.34) feet to a corner;

Thence running  $S85^{\circ}-08'-18''E$  and running southeasterly for a distance of thirty and fifty-five hundredths (30.55) feet to a corner, said last three courses bounded by land now or formerly of Maryanne Champagne;

Thence running  $S06^{\circ}-27'-50''E$  for a distance of one hundred nine and zero hundredths (109.00) feet to an angle, bounded easterly by land now or formerly of Joseph and Evelyn Corey;

Thence running  $S12^{\circ}-13'-45''E$  for a distance of one hundred seventy-nine and twenty-nine hundredths (179.29) feet to an angle, bounded easterly by land now or formerly of Joseph Corey;

Thence running  $S01^{\circ}-08'-11''E$  for a distance of one hundred and zero hundredths (100.00) feet to an angle, bounded easterly by land now or formerly of Edward and Margaret Corey;

Thence running S09°-22'-24"E for a distance of three hundred seventy-two and eleven hundredths (372.11) feet to a rebar at a corner, bounded easterly by land now or formerly of Joseph Corey;

Thence running N76°-11'-06"W westerly for a distance of five hundred twenty-seven and eighty hundredths (527.80) feet to an angle;

Thence running N47°-33'-40"W for a distance of three hundred twenty-two and forty-one hundredths (322.41) feet to a rebar at an angle;

Thence running N16°-37'-35"W for a distance of seventy-six and seventy hundredths (76.70) feet to a rebar at an angle;

Thence running N89°-32'-35"W for a distance of one hundred ninety-one and seventy hundredths (191.70) feet to a rebar at a corner;

Thence running S17°-38'-25"W for a distance of two hundred fifteen and eighty hundredths (215.80) feet to a rebar at a corner;

Thence running S66°-51'-39"E for a distance of one hundred seventy-nine and sixty-one hundredths (179.61) feet to a rebar at a corner;

Thence running N29°-30'-25"E for a distance of one hundred ninety and sixteen hundredths (190.16) feet to a rebar at a corner;

Thence running S47°-33'-40"E for a distance of three hundred twenty-three and forty-three hundredths (323.43) feet to an angle;

Thence running S76°-11'-06"E for a distance of five hundred seventy-six and thirty hundredths (576.30) feet in part following the center line of a stone wall to a corner, said last nine courses bounded by land now or formerly of Ralph McCluskey II;

Thence running S01°-49'-06"E for a distance of three hundred seventy-nine and sixty eight hundredths (379.68) feet to a rebar at a corner;

Thence running of N85°-34'-47"E for a distance of seventy-six and fifty-two hundredths (76.52) feet to a rebar at a corner, said last two courses bounded easterly and northerly by other land now or formerly of Gregory and Keri Cunningham, and by Robert Kielbasa;

Thence running S06°-51'-07"W and part along the center line of a stone wall for a distance of five hundred five and forty-six hundredths (505.46) feet in part following the center line of a stone wall to a rebar at an angle, bounded easterly in part by land now or formerly of Gregory and Keri Cunningham, James and Bethany Appleton, of George Corey, and of George and Maria Corey;

Thence running S46°-36'-48"E and running southeasterly for a distance of two hundred seventy-eight and seven hundredths (278.07) feet along the center line of a stone wall to an angle;

Thence running of S49°-05'-48"E for a distance of one hundred seventy-six and thirteen hundredths (176.13) feet along the center line of a stone wall to a point on the westerly line of Wapping Road at a corner, said last two courses bounded northeasterly by land now or formerly of George and Maria Corey, and of Alan Corcoran;

Thence running S02°-00'-37"E for a distance of ninety-three and zero hundredths (93.00) feet along the westerly line of Wapping Road to a rebar at a corner;

Thence running S84°-04'-59"W for a distance of three hundred ninety-five and zero hundredths (395.00) feet to a rebar at a corner bounded southerly by land now or formerly of Margaret Gomes;

Thence running of N43°-04'-11"W for a distance of three hundred fifty and zero hundredths (350.00) feet to a rebar at a corner;

Thence running S20°-16'-42"W for a distance of two hundred ninety and twenty-three hundredths (290.23) feet to a point on the center line of stone wall at a corner, said last two courses bounded southwesterly and southeasterly by land now or formerly of Karen Lacey Trust;

Thence running S86°-29'-11"W for a distance of eighty-four and fifty-three hundredths (84.53) feet following the center line of a stone wall to a drill hole at an angle, bounded southerly by land now or formerly of Margaret Gomes;

Thence running S86°-29'-11"W for a distance of two hundred twenty-nine and seventy-five hundredths (229.75) feet following the center line of a stone wall to a drill hole at an angle;

Thence running S84°-46'-39"W for a distance of one hundred two and nineteen hundredths (102.19) feet following the center line of a stone wall to a drill hole at an angle;

Thence running S87°-29'-24"W and running southwesterly for a distance of one hundred fifty-three and sixty-six hundredths (153.66) feet following the center line of a stone wall to a drill hole an angle;

• Thence running N59°-22'-29"W for a distance of three hundred ninety-four and eighty hundredths (394.80) feet following the center line of a stone wall to an iron pipe at a corner said last four courses bounded southerly and southwesterly by land now or formerly of Idle Farm, LLC;

Thence running N10°-14'-44"W and running northwesterly for a distance of three hundred forty-three and fifty hundredths (343.50) feet to a rebar at a corner;

Thence running S67°-12'-15"W for a distance of one hundred ninety-five and seventy-five hundredths (195.75) feet to a corner said last two courses bounded westerly and southeasterly by land now or formerly of Fraternal Order of Police Middletown, RI, Inc.;

Thence running N01°-30'-38"E for a distance of two hundred sixty and zero hundredths (260.00) feet to an angle, bounded westerly by land now or formerly of Bernadette Realty LLC;

Thence running N26°-45'-02"W for a distance of one hundred thirty and zero hundredths (130.00) feet following the center line of a stone wall to an angle;

Thence running N08°-48'-06"W for a distance of one hundred forty and zero hundredths (140.00) feet to a an iron pipe at an angle;

Thence running of N34°-51'-50"W and running northwesterly for a distance of one hundred fifty and zero hundredths (150.00) feet to an angle;

Thence running S89°-29'-42"W for a distance of thirty two more or less (32±) feet following the center line of a stone wall to the easterly edge of a brook, said last for courses bounded westerly, southwesterly and southerly by land now or formerly of Mark Bearn Realty LLC;

Thence running in a general northerly direction along the easterly edge of a brook for a distance of 275' more or less, to a point five more or less (5 ±) feet easterly to a rebar, bounded by land now or formerly of Kathleen Kosinski;

Thence running S82°-32'-28"W for a distance of five more or less (5±) feet to a rebar, then continuing eight hundred eight and ninety-four hundredths (808.94) feet in part along a wire fence to a concrete bound at a corner, bounded southerly by land now or formerly of Kathleen Kosinsky, and in part by land now or formerly of Marilyn Hennessey;

Thence running N14°-06'-28"W for a distance of two hundred twenty-two and sixty-eight hundredths (222.68) feet to a corner;

Thence running S73°-34'-22"W for a distance of two hundred ten and one hundredths (210.01) feet to a rebar at a point in the northeasterly line or Mitchell's Lane for a corner, said last two courses bounded westerly and southerly by land now or formerly of John Kempenaar;

Thence running N14°-21'-00"W for a distance of five hundred ten and thirty-one hundredths (510.31) feet to a corner bounded southwesterly by the northeasterly line of Mitchell's Lane;

Thence running N61°-26'-56"E for a distance of one hundred fifty-eight and fifty-one hundredths (158.51) feet to a granite bound at a corner;

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Thence running N14°-20'-50"W for a distance of one hundred sixty and no hundredths (160.00) feet to a corner;

Thence running S61°-26'-56"W for distance of one hundred fifty-eight one hundredths (158.51) feet to the point and place of beginning, said last three courses bounded northerly, westerly and southerly by land now or formerly of Jerome and Kathleen Callaghan;

Said parcel contains 8,016,700± square feet (184.04± acres) of which 135.39± acres are located in the Town of Portsmouth, and 48.65± acres are located in the Town of Middletown.

Said parcel comprises of the following:

Lot 4 on Assessor's Plat 66 in the Town of Portsmouth, and Lot 18 on Assessor's Plat 123 in the Town of Middletown.

PARCEL 2:

Beginning at an iron pipe on the northeasterly street line of Mitchell's Lane, said point being also the northwest corner of land now or formerly of Jerome J. & Katherine M. Callaghan;

Thence running N14°-20'-50"W for a distance of one hundred eight and one hundredth (108.01) feet along the northeasterly side of Mitchell's Lane to a rebar at a corner;

Thence running N56°-39'-47"E for a distance of one hundred sixty-two and fifty hundredths (162.50) feet bounded northerly by land now or formerly of Dorothy E. Pettit to a corner;

Thence running S14°20'50"E for a distance of one hundred twenty two and no zero hundredths (122.00) feet bounded northeasterly by land now or formerly of MR4AJV Limited Partnership to corner;

Thence running S61°-26'-56"W for distance of one hundred fifty-eight one hundredths (158.51) feet to the point and place of beginning, said last three courses bounded northerly, westerly and southerly by land now or formerly of Jerome and Kathleen Callaghan;

Said parcel contains 17,672± square feet (0.41± acres).

Said parcel also known as Lot 14 on Assessor' Plat 123 in the Town of Middletown.

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WENDY J. W. MARSHALL, TOWN Clerk  
TOWN of MIDDLETOWN, RI

# Easement for Golf Carts



## EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of this 31<sup>st</sup> day of August, 2004, by and between Daniel Ashworth, of Mitchell's Lane, Middletown, Rhode Island ("Grantor") and MR4A-JV Limited Partnership, a Massachusetts limited partnership, with its principal office located at 10 Post Office Square, Suite 750, Boston, Massachusetts ("Grantee").

WHEREAS, Grantor owns certain real property located on the westerly side of Mitchell's Lane, Middletown, Rhode Island commonly known and numbered as 327 Mitchell's Lane, Middletown, Rhode Island and also designated as Lot 8 on Tax Assessor's Plat 123 ("Parcel A"), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Grantee owns certain real property which abuts Grantor's Property to the west, namely Plat 123, Lot 12, as more particularly described on Exhibit B, attached hereto and incorporated herein by reference ("Parcel B") and owns other property that lies on the east side of Mitchell's Lane, as more particularly described on Exhibit C, attached hereto and incorporated herein by reference ("Parcel C"); and

WHEREAS, Grantee operates an 18 hole golf course on Parcel C (the "East Course") and intends to construct a club house, an additional 9 golf holes and a driving range on Parcel B and other land under option to purchase (the "West Course"); and

WHEREAS, Grantee desires an easement over and across a twenty-five (25) foot wide area of Parcel A running parallel to the northerly boundary of Parcel A for the purposes of providing ingress and egress to and from Parcel B and Parcel C by pedestrians, golf carts and golf course maintenance equipment related to the operation and maintenance of the golf course; and

WHEREAS, Grantor is willing to grant said easement pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, with warranty covenants, a permanent, perpetual, exclusive easement (the "Easement") over, across, upon, under, in and on a twenty-five foot (25') wide strip of land located on the northerly-most portion of Parcel A running from Mitchell's Lane to Parcel B, as more particularly identified on that certain plan entitled "Project Title: NEWPORT NATIONAL GOLF COURSE (WEST COURSE) Drawing Title: PLAN SHOWING PROPOSED ACCESS EASEMENT" prepared by Northeast Engineers and Consultants, Inc., a copy of which is attached hereto as Exhibit D-1, as further described in Exhibit D-2, and incorporated herein by reference (the "Easement Area") to travel by foot, by golf cart, by golf course maintenance equipment and such other similar equipment that are

commonly used in connection with the operation and maintenance of a golf course. Notwithstanding the foregoing, the parties acknowledge and agree that the easement under the Easement Area shall be exclusive to the Grantee. Grantor also grants, conveys and assigns to Grantee, with warranty covenants, the right and easement from time to time to keep clear the Easement Area of trees, underbrush with extensive root systems and structures as necessary for the safe and proper use of the access way to be constructed, and to renew, replace, add to and otherwise maintain and improve said access way, but not the general location thereof, and to pass over and across Parcel A from time to time as reasonable and necessary for all of the above purposes. The term of the Easement shall be perpetual.

2. Indemnification. Each party hereby agrees to indemnify and hold the other party harmless from any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from personal injury, death, or property damage and occurring from each party's use of the Easement Area located on the parcel of land owned by the party other than the indemnifying party, except if caused by the act or negligence of the other party hereto, its agents, employees, contractors, tenants or invitees.

3. Purpose of Easement. The Easement shall be for the purpose of providing access to and from the West Course and the East Course by pedestrians, golf carts, and golf course maintenance equipment and such other similar equipment that are commonly used in connection with the operation and maintenance of a golf course.

4. Landscaping. The Grantee shall at its cost and expense install and plant a landscape buffer within a five (5) foot unpaved area inside the southerly boundary of the Easement. Prior to the installation of the landscape buffer, the Grantee shall consult with and present to the Grantor a landscape plan indicating the proposed location of plantings and the type of plantings, shrubs, trees, etc. to be used. No work shall commence until Grantor approves said landscape plan, which approval not to be unreasonably withheld. The Grantee shall keep and maintain the landscaped buffer at its sole cost and expense, unless such maintenance, upkeep or repair is necessitated by the actions of the Grantor, its agents, licensees, invitees, employees or contractors.

5. Construction of Easement Area. The access way to be located on the Easement Area shall be constructed of crushed clamshells, crushed stone, gravel or mulch. The Grantee shall bear all expenses relative to the construction of the access way. The access way shall be maintained in good repair by the Grantee at its sole cost and expense, unless such maintenance, upkeep or repair is necessitated by the actions of the Grantor, its agents, licensees, invitees, employees or contractors.

Prior to the commencement of any construction on the Easement Area, Grantee shall obtain, at its sole cost and expense, comprehensive general public liability insurance insuring Grantor and its mortgagees (as Additional Insureds) and Grantee against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Easement Area, the coverage and protection of such insurance to be in the amount of at least \$1,000,000 per incident.

6. Maintenance of Easement Area. Grantee shall, at its expense, maintain or cause to be maintained, in reasonably good order, condition and repair, the access way constructed on the Easement Area. Grantor shall have no obligation to maintain the access way within the Easement Area unless such repair or maintenance is necessitated solely by the negligence of Grantor, its agents, employees or contractors. Grantee shall maintain the lawn and landscaping located within the Easement Area.

7. Grantor's Representations and Warranties. Grantor hereby represents and warrants: (i) that upon the recording hereof, Grantor is lawfully seized and possessed of Parcel A upon which the Easement is granted pursuant to this Agreement and (ii) that Grantor has full legal right and authority to grant and convey the Easement and the rights created herein and to perform its obligations under this Agreement.

8. Taxes. Grantor shall pay or cause to be paid all real property taxes and assessments which are levied against Parcel A when the same are due and payable; provided, however, that if the taxes and assessments may be paid in installments without penalty pursuant to the applicable governmental authority, Grantor shall be permitted to pay such taxes and assessments in installments pursuant to the schedule adopted by such governmental authority.

9. Eminent Domain.

a. Owner's Right to Award. Nothing herein shall be construed to give any party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's parcel or giving the public or any government any rights in said parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the easement areas located on any parcel, the award attributable to the land and improvements of such portion of the easement areas shall be payable only to the owner of the parcel on which said easement is located, and no claim shall be made by the owners of any portion of the easement areas and such other parties hereby assign to the owner of the parcel involved in the condemnation all of the claims and rights to such award.

b. Restoration of Easement Areas. The party responsible for the maintenance of the easement areas so condemned shall, at its expense, promptly repair and restore the remaining portion of the easement areas within the applicable parcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer.

10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel to the general public, or for any public use or purposes whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

11. Default. If any party fails to comply with any provision herein (hereinafter such Party is referred to as the "Defaulting Party"), and such default is not cured within thirty (30) days after written notice from any other party (each a "Non-Defaulting Party"), then the Non-Defaulting Party will be entitled to take any and all actions and to exercise all

remedies, at law and in equity, available under Rhode Island law; provided, however, if the default is of such a nature that, although curable, cannot reasonably be cured within said thirty (30) day period, the Defaulting Party will not be deemed in default if it commences to cure such default within said thirty (30) day period and diligently prosecutes such cure to completion. If any party fails to reimburse another party for any amount provided for herein, the party entitled to such reimbursement shall be entitled to recover all costs of collection including court costs and reasonable attorneys' fees.

12. Easement to Run with the Land; Duration. The grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns. Unless otherwise canceled or terminated and except as expressly provided herein, the Easement shall continue in perpetuity.

13. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Grantor: Daniel Ashworth  
327 Mitchell's Lane  
Middletown, RI 02842

with a copy to: Miller, Scott & Holbrook  
122 Touro Street  
Newport, RI 02840  
Attn: Frank Holbrook, Esq.  
TELECOPY: 401-848-5854

If to Grantee: MR4A-JV Limited Partnership  
10 Post Office Square, Suite 750  
Boston, Massachusetts 02109  
TELECOPY: 617-896-4750

with a copy to: Silva Law Group, Ltd.  
1100 Aquidneck Avenue  
Middletown, Rhode Island 02842  
Attn: David Martland, Esq.  
TELECOPY: 401-849-1820

14. Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such agreement is in writing, is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and is recorded in the Land Evidence Records for the Town of Middletown.

15. Rights of Successors. The terms and provisions of this Agreement shall bind and inure to the benefit of the respective heirs, representatives, lessees, successors and assigns of the parties hereto. The easements, restrictions, benefits and obligations hereunder shall create appurtenant interests, so called, and benefits and servitudes running with the land. In the event that the Grantee or any of Grantee's successors or assigns becomes the owner of additional real estate adjacent to the Easement Area, the Grantor shall, promptly upon request, execute such instruments, documents and agreements, in recordable form, as necessary to cause the Easement to become an appurtenant easement to such adjacent parcel.

16. Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter. The parties do not rely upon any statement, promise or representation not herein expressed.

17. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the recording of this Agreement, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement; provided, however, that in no event shall either party be required to execute and deliver any such document that would increase such party's obligations under this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one fully executed counterpart in proving this Agreement.

19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.


20. Governing Law. This instrument shall be governed and construed under the laws of the State of Rhode Island.

21. Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner and no party shall have the right to act as an agent for the other party, unless expressly



STATE OF RHODE ISLAND  
COUNTY OF Newport

In Middletown, on the 2nd day of September, 2004, before me personally appeared Donald S. Bierer, to me known and known by me to be the Senior Vice President of MR4A-JV Corp., which is the General Partner of MR4A-JV Limited Partnership, and the party executing the foregoing instrument on behalf of MR4A-JV Corp. and MR4A-JV Limited Partnership, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of said MR4A-JV Corp. and MR4A-JV Limited Partnership.

  
Notary Public David P. Montland  
My Commission Expires: 6/3/05

**EXHIBIT A  
LEGAL DESCRIPTION**

All that certain lot or parcel of land located in the Town of Middletown bounded and described as follows:

- Northerly: by land now or formerly of Mary Rego six hundred eighty seven and fifty-six one hundredths (687.56) feet;
- Easterly: on Mitchell's Lane, three hundred and twenty-five (325) feet;
- Southerly: by Parcel 2 on the hereinafter named plat seven hundred fifty-one and fifty two one hundredths (751.52) feet; and
- Westerly: by land now or formerly of Kempenaar Real Estates, Inc. three hundred eleven and seven one hundredths (311.07) feet.

BE ALL said measurements more or less, or however otherwise the same may be bounded and described.

BEING Parcel 1 on that certain plan entitled "Subdivision of land on Mitchell Lane for Kempenaar Real Estate, Inc. AP 123, Lots 7, 8, 9, 10, Middletown, RI By Michael J. Gaston and Associates Scale: 1" = 50' Date: 9/11/91" Recorded in the Middletown Land Evidence Records on September 17, 1991.

Being the same premises conveyed to Daniel M. Ashworth and Barbara L. Plante by deed of KEMPENAAR REAL ESTATES, INC., dated October 24, 1991 and recorded with the Land Evidence Records for the Town of Middletown in Book 260, Page 250.

## EXHIBIT B

Parcel 1

That certain parcel of land with all buildings and improvements thereon, located in the Town of Middletown, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a drill hole located at the intersection of a stone wall, said point being the most southwesterly corner of the parcel herein to be described.

Thence running along a stone wall a distance of 1387.23' with a bearing of N 09° 38' 33" E to a point.

Thence turning and running along a stone wall a distance of 881.33' with a bearing of N 74° 35' 06" W to a drill hole at a wall intersection.

Thence turning and running along a stone wall a distance of 234.86' with a bearing of N 14° 41' 20" E to a point.

Thence continuing along said stone wall a distance of 195.80' with a bearing of N 14° 29' 26" E to a point.

Thence continuing along said stone wall a distance of 50.98" with a bearing of N 13° 38' 39" E to a point.

Thence continuing along said stone wall a distance of 210.04' with a bearing of N 14° 05' 06" E to a point.

Thence continuing along said stone wall a distance of 132.32' with a bearing of N 14° 03' 32" E to a point.

Thence continuing along said stone wall a distance of 76.45' with a bearing of N 14° 07' 03" E to a point.

Thence continuing along said stone wall a distance of 8.25' with a bearing of N 14° 07' 04" E to a point.

Thence continuing along said stone wall a distance of 115.65' with a bearing of N 12° 34' 30" E to a point.

Thence turning and running in a southeasterly direction a distance of 646.82' with a bearing of S 70° 53' 10" E to a point.

Thence continuing in a southeasterly direction of 38.81' with a bearing of S 69° 56' 36" E to a point.

Thence continuing in a southeasterly direction a distance of 778.44' with a bearing of S 69° 56' 36" E to a point.

Thence turning and running in a southwesterly direction a distance of 910.53' with a bearing of S 11° 14' 00" W to a point.

Thence turning and running in a southeasterly direction a distance of 308.80' with a bearing of S 74° 24' 06" E to a point.

Thence turning and running in a southwesterly direction a distance of 124.00' with a bearing of S 11° 42' 53" W to a point.

Thence turning and running in a southeasterly direction a distance of 542.80' with a bearing of N 68° 11' 25" W to a point located on the west side of Mitchell's Lane.

Thence turning and running in a southwesterly direction a distance of 582.30' with a bearing of S 19° 59' 31" W to a point.

Thence continuing in a southwesterly direction along Mitchell's Lane a distance of 332.70' with a bearing of S 19° 59' 31" W to a point.

Thence turning and running in a northwesterly direction a distance of 435.65' with a bearing of S 70° 53' 44" E to a point.

Thence turning and running in a northwesterly direction a distance of 169.31' with a bearing of N 70° 53' 44" W to a point.

Thence turning and running in a southwesterly direction a distance of 324.81' with a bearing of S 13° 34' 26" W to a point.

Thence turning and running in a northwesterly direction a distance of 674.60' with a bearing N 81° 30' 04" W to the point and place of beginning.

Said parcel is shown on plan entitled "Administrative Subdivision Plan, Project Applicant Sunnyfields, LLC, Owners of Record James Kirby, Location off Mitchell's Lane, Middletown, RI, dated September 27, 2000."

TOGETHER WITH: Maintenance Vehicle Easement dated April 27, 1999, and recorded May 4, 1999, at 12:55 p.m. in Book 504 at Page 236 with the Land Evidence Records for the Town of Middletown, State of Rhode Island.

Parcel 4

That certain lot or parcel of land with all buildings and improvements thereon, situated in the Town of Middletown, and bounded and described as follows:

- SOUTHWESTERLY by Mitchell's Lane, one hundred eight (108) feet;
- NORTHWESTERLY by land of the said Dorothy E. Pettit;
- NORTHEASTERLY by land now or formerly of Sunnyfields, L.L.C., one hundred twenty two (122) feet; and
- SOUTHEASTERLY by land now or formerly of Jerome J. Callaghan, et al, containing 18,400 square feet of land, more or less or however otherwise the same may be bounded and described.

BEING Lot 14 on Assessor's Plat 123 in the Town of Middletown, as said plat is presently constituted.

Parcel 3

Those two certain lots or parcels of land situate in the Town of Middletown, County of Newport, State of Rhode Island, together with the buildings and improvements thereon, bounded and described as follows:

PARCEL ONE:

BEGINNING at a point in the northerly line of Wyatt Road, said point being the southwesterly corner of the parcel herein described and the southeasterly corner of land now or formerly of the Newport Rifle Club Co., Inc.;

thence running in an easterly direction along the northerly line of Wyatt Road to a point which is the southwesterly corner of land now or formerly of the Town of Middletown;

thence turning and running northerly, bounded easterly by said Town of Middletown land, a distance of 580' more or less to a point;

thence turning an interior angle of 270° and running easterly, bounded southerly by said Town of Middletown land a distance of 960' more or less to a point;

thence turning an interior angle of 270° and running southerly bounded westerly by said Town of Middletown land a distance of 95' more or less to a point;

thence turning an interior angle of  $82^{\circ}$  and running easterly bounded southerly by said Town of Middletown land a distance of 57.51' more or less to a point;

thence continuing in an easterly direction, bounded southerly by land now or formerly of Daniel D. Garvey and Jane M. Garvey to a point which is the southeasterly corner of the parcel herein conveyed and the southwesterly corner of Parcel Two hereinafter described;

thence turning and running northerly bounded easterly by said Parcel Two hereinafter described a distance of 230', more or less;

thence turning an interior angle of  $267^{\circ}$ , more or less, and running easterly bounded southerly by the said Parcel Two, a distance of 444.5' more or less to a point in the westerly line of Mitchell's Lane;

thence turning and running northerly bounded westerly by said Mitchell's Lane to a point which is the northeast corner of the parcel herein conveyed and the southeast corner of land now or formerly of Frank J. Gualtieri;

thence turning and running westerly bounded northerly by said Gualtieri land a distance of 561' more or less to a point;

thence turning and running northerly bounded easterly by said Gualtieri land a distance of 76' more or less to a point;

thence turning and running westerly bounded northerly partly by land now or formerly of James W. Kirby and partly by land now or formerly of the Aquidneck Island Trust to a point in the easterly boundary of land now or formerly of the Newport Rifle Club Co., Inc.;

thence turning and running southerly, bounded westerly by said Newport Rifle Club Co., Inc., until it comes to a point in the northerly line of Wyatt Road and the point and place of beginning.

Containing by approximation, 44 acres of land, and being all measurements more or less or however otherwise the same may be bounded and described.

PARCEL TWO:

Beginning at a point in the westerly line of said Mitchell's Lane, which said point marks the northeasterly corner of said land now or formerly of Katherine M. Murphy and which is a distance approximately 528' northerly from the point of intersection of the northerly line of Wyatt Road with the westerly line of Mitchell's Lane; thence proceeding in a general westerly direction along the line of a stone wall 384', more or less, to a point bounded southerly by land now or

formerly of said Katherine M. Murphy; thence turning an interior angle of  $92^{\circ} 10'$  and proceeding in a general northerly direction 230' to a point, bounded westerly by Parcel One hereinbefore described; thence turning an interior angle of  $93^{\circ} 10'$  and proceeding in a general easterly direction partly along the line of a stone wall 444.5' to a point in the westerly line of Mitchell's Lane, bounded northerly by said Parcel One; thence turning an interior angle of  $73^{\circ} 7'$  and proceeding in a generally southerly direction along said westerly line of Mitchell's Lane a distance of 243' to a point, bounded easterly on Mitchell's Lane; thence turning an exterior angle of  $190^{\circ} 3'$  and proceeding in a generally southerly direction along said westerly line of Mitchell's Lane 31' to the point and place of beginning, bounded easterly on said Mitchell's Lane, said last mentioned course forming an interior angle of  $91^{\circ} 30'$  with the course first mentioned herein.

Containing approximately 101,000 square feet of land, more or less and being all measurements more or less or however otherwise the same may be bounded and described.

Being all measurements more or less or however otherwise the same may be bounded or described.

## EXHIBIT C

That certain parcel of land located partly in the Town of Portsmouth, State of Rhode Island and partly in the Town of Middletown, State of Rhode Island, bounded and described as follows:

Beginning at a point, located at the Northwest corner of a stone wall being Parcel 4 of Plat 66 in the Town of Portsmouth, R.I.:

Thence, running in a Southeasterly direction along a stone wall and Lots 71 land of Silvia, Gertrude I. And Dennis C. Silvia, and Lot 71-A, land of Tallman & Mack Fish & Trap Co. on Plat 64, a distance of 624.36' to a point;

Thence, turning an interior angle  $177^{\circ} 47' 04''$  and continuing in a Southeasterly direction along a stone wall and Lots 71A and Lot 69 land of Peters, George R. & Marie A. Ney of Plat 64 a distance of 289.58' to a point;

Thence, turning an interior angle  $179^{\circ} 52' 56''$  and continuing in a Southeasterly direction along a stone wall and Lot 69, Plat 64 a distance of 532.33' to a point;

Thence, turning an interior angle  $179^{\circ} 31' 22''$  and running in a Southeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 181.87' to a point;

Thence, turning an interior angle  $276^{\circ} 54' 05''$  and running in a Northeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 231.30' to a point;

Thence, turning an interior angle  $180^{\circ} 36' 19''$  and continuing in a Northeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 276.81' to a point;

Thence, turning an interior angle  $84^{\circ} 51' 40''$  and running in a Southeasterly direction along a stone wall and Lots 68H land of Plumb, Ralph H. et ux Patricia S., and Lot 68 land of Anderson, Robert R. et ux Carol M., and Lot 105, land of Amudson, Heather & Stranden Roland of Plat 64, a distance of 298.07' to a point;

Thence, turning an interior angle  $180^{\circ} 09' 31''$  and continuing in a Southeasterly direction along a stone wall and Lot 106 land of Nicholson, Edwin P. et ux Leslie W. of Plat 64, a distance of 96.58', to a point;

Thence, turning an interior angle  $180^{\circ} 04' 43''$  and continuing in a Southeasterly direction along a stone wall and Lot 107 land of Solecki, Paul F. et ux Kathleen A., and Lot 108 land of Callahan, Steven W. Jr. et ux Mary F. of Plat 64 a distance of 169.20' along to a point;

Thence, turning an interior angle  $99^{\circ} 51' 26''$  and running in a Southwesterly direction along Lot 65 land of Watts, Bruce R. et ux Susan B., Lot 64 land of Lopes, Maria Raposa et als and Lot 63 land of Lopes, Joseph & Hazel & Joseph L., Plat 64, a distance of 542.08' to a point;

Thence, turning a interior angle  $258^{\circ} 04' 46''$  and running in a Southeasterly direction along Lot 63, Plat 64, a distance of 313.80' to a point on the Westerly side line of Wapping Road;

Thence, turning an interior angle of  $104^{\circ} 19' 21''$  and running in a Southwesterly direction along Wapping Road a distance of 262.09' to a point;

Thence, turning and interior angle of  $92^{\circ} 02' 03''$  and running in a Northwesterly direction, along Lot 24 land of Mallard, Herbert K. of Plat 66 a distance of 224.83' along a line to a point;

Thence, turning an interior angle of  $269^{\circ} 45' 43''$  and running in a Southwesterly direction along Lot 24 and Lot 20-B land of Petronello, Paul V. & Suzanne F., and Lot 46 land of Barry, Michael and Kathy Ellen Plat 66, a distance of 695.85' to a point;

Thence, turning an interior angle  $93^{\circ} 16' 53''$  and running in a Northwesterly direction along Lot 19 land of Corey, Edward J. et ux Margaret S., Plat 66 a distance of 68.84' to a point;

Thence, turning an interior angle  $270^{\circ} 00' 00''$  and running in a Southwesterly direction, along Lot 19, Plat 66 a distance of 68.59' to a point;

Thence, turning an interior angle  $259^{\circ} 06' 32''$  and running in a Southeasterly direction, along Lot 19, Plat 66 a distance of 30.55' to a point;

Thence, turning an interior angle  $101^{\circ} 19' 32''$  and running in a Southwesterly direction along Lot 25 land of Corey, Joseph et ux Evelyn G. Plat 66 a distance of 109.00' to a point;

Thence, turning an interior angle  $185^{\circ} 45' 55''$  and continuing in a Southwesterly direction along Lot 19-A, land of Corey, Joseph E. et ux Evelyn G., Plat 66 a distance of 179.29' to a point;

Thence, turning an interior angle  $168^{\circ} 54' 26''$  and continuing in a Southwesterly direction along Lot 19-A, Plat 66 a distance of 100.00' to a point;

Thence, turning an interior angle of  $188^{\circ} 14' 13''$  and continuing in a Southwesterly direction along Lot 19-A, Plat 66 a distance of 370.30' to a point;

Thence, turning an interior angle of  $67^{\circ} 03' 59''$  and running in a Northwesterly direction along a 40' R.O.W. a distance of 541.53' to a point;

Thence, turning an interior angle of  $151^{\circ} 16' 00''$  and running in a Northwesterly direction along a 40' R.O.W. a distance of 315.00' to a point;

Thence, turning an interior angle  $152^{\circ} 02' 11''$  and running in a Northwesterly direction along Lot 15 land of DiRuzzo, Joseph J. et ux Janet A., Plat 66 distance of 76.00' to a point;

Thence, turning an interior angle of  $246^{\circ} 11' 35''$  and running in a Northwesterly direction along Lot 15, Plat 66 a distance of 181.70' to a point;

Thence, turning an interior angle of  $252^{\circ} 49' 00''$  and running in a Southwesterly direction along Lot 15, Plat 66 a distance of 215.80' to a point;

Thence, turning an interior angle of  $264^{\circ} 32' 00''$  and running in a Southeasterly direction along Lot 15, Plat 66 a distance of 189.00' to a point;

Thence, turning an interior angle of  $266^{\circ} 44' 44''$  and running in a Northeasterly direction along Lot 15, Plat 66 a distance of 191.87' to a point;

Thence, turning an interior angle of  $77^{\circ} 40' 30''$  and running in a Southeasterly direction along a 40' R.O.W. a distance of 316.51' to a point;

Thence, turning an interior angle of  $208^{\circ} 44' 00''$  and running in a Southeasterly direction along a 40' R.O.W. a distance of 595.26" to a point;

Thence, turning an interior angle of  $105^{\circ} 23' 55''$  and continuing in a Southwesterly direction a distance of 375.02' to a point;

Thence, turning an interior angle of  $266^{\circ} 12' 33''$  and running in a Southeasterly direction a distance of 76.52' to a point;

Thence, turning an interior angle of  $95^{\circ} 11' 52''$  and running in a Southwesterly direction along Lot 10, Plat 66 a distance of 81.07' to a point;

Thence continuing in a Southwesterly direction along Lot 9 land of Diogot, Joseph P. et ux Juanita, Plat 66 a distance of 19.99' to a point;

Thence continuing in a Southwesterly direction along Lot 9, Plat 66 a distance of 146.71' to a point;

Thence continuing in a Southwesterly direction along Lot 8-A, land of Corey, George T. et ux Marie S., Plat 66 a distance of 125.00' to a point;

Thence continuing in a Southwesterly direction along Lot 8 land of Corey, Mary A., Plat 66 a distance of 133.00' to a point;

Thence, turning an interior angle of  $234^{\circ} 03' 46''$  and running in a Southeasterly direction along a stone wall and Lot 8 Plat 66 a distance of 208.27' to a point;

Thence, turning an interior angle of  $182^{\circ} 35' 28''$  and continuing in a Southeasterly direction along a stone wall and Lot 8 and Lot 6 land of Corey, Agnes Mary, Plat 66 a distance of 238.17' to a point on Wapping Road;

Thence, turning an interior angle of  $134^{\circ} 38' 02''$  and continuing in a Southwesterly direction a distance of 93.00' along Wapping Road to a point;

Thence, turning an interior angle of  $92^{\circ} 04' 30''$  and continuing in a Northwesterly direction along Lot 2 land of Lopes, George et ux Emily, Plat 66 a distance of 395.00' to a point;

Thence, turning an interior angle of  $127^{\circ} 18' 30''$  and continuing in a Northwesterly direction along Lot 1-A land of Lacey, Richard S. & Karen S., Plat 128 distance of 350.00' to a point;

Thence, entering into the Town of Middletown and turning an interior angle of  $296^{\circ} 39' 11''$  and continuing in a Southwesterly direction along Lot 1-A Plat 128 a distance of 290.00' to a point;

Thence, turning an interior of  $113^{\circ} 26' 33''$  and continuing in a Northwesterly direction along a stone wall and Lot 2 land of Gomes, Louis & Marg. Plat 128 a distance of 313.39' to a point;

Thence, turning an interior angle of  $179^{\circ} 21' 56''$  and continuing in a Northwesterly direction along a stone wall and Lot 2, Plat 128 and Lot 11-A land of Vanburen, Marilla, Plat 124 a distance of 115.62' to a point;

Thence, turning an interior angle of  $182^{\circ} 56' 15''$  and continuing in a Northwesterly direction along a stone wall and Lot 11-A Plat 124, a distance of 107.56' to a point;

Thence, turning an interior angle of  $216^{\circ} 14' 47''$  and continuing in a Northwesterly direction along a stone wall and Lot 11-A, Plat 124, a distance of 373.13' to a point;

Thence, turning an interior angle of  $132^{\circ} 50' 48''$  and continuing in a Northeasterly direction along Lot 12 land of Fraternal Order of Police, Plat 124 a distance of 343.50' to a point;

Thence, turning an interior angle of  $277^{\circ} 43' 05''$  and running in a Southwesterly direction along Lot 12, Plat 124, a distance of 195.75' to a point;

Thence, turning an interior angle of  $69^{\circ} 04' 50''$  and running in a Northeasterly direction along Lot 13 land of Brennan Real Estate Plat 124 a distance of 268.35' to a point;

Thence, turning an interior angle of  $208^{\circ} 10' 35''$  and running in a Northwesterly direction along a stone wall and Lot 14 land of Brennan Real Estate Plat 124 a distance of 130.00' to a point;

Thence, turning an interior angle of  $158^{\circ} 25' 06''$  and running a Northeasterly direction along Lot 14, Plat 124 a distance of 140.00' to a point;

Thence, turning an interior angle of  $148^{\circ} 18' 13''$  and continuing in a Northwesterly direction along Lot 14, Plat 124 a distance of 150.00' to a point;

Thence, turning an interior angle of  $232^{\circ} 48' 29''$  and continuing in a Northwesterly direction along a stone wall and Lot 14, Plat 124 a distance of 48.00' to a point;

Thence, turning an interior angle of  $101^{\circ} 18' 11''$  and running in a Northeasterly direction along Lot 17 land of Walter S. Jr. & Kathleen A. Kosinski, Plat 124, a distance of 279.50' to a point;

Thence, turning an interior angle of  $265^{\circ} 56' 05''$  and running in a Northwesterly direction along Lot 17 and Lot 16-A land of Hennessey, Marilyn J., Plat 123, a distance of 843.79' to a point;

Thence, turning an interior angle of  $97^{\circ} 21' 10''$  and continuing in a Northwesterly direction along Lot 16 land of Kempenaar, John, Plat 123, a distance of 222.68' to a point;

Thence, turning an interior angle of  $271^{\circ} 37' 42''$  and continuing in a Northwesterly Direction along Lot 16, Plat 123, distance of 210.00' along a line on the Easterly side of Mitchell's Lane to a point;

Thence, turning an interior angle of  $87^{\circ} 54' 17''$  and continuing in a Northwesterly direction along Mitchell's Lane a distance of 510.88' along a line to a point;

Thence, turning an interior angle of  $104^{\circ} 33' 17''$  and running in a Northeasterly direction along Lot 14-B land of Callaghan, Jerome J. & Katherine, Plat 123, a distance of 158.50' to a point;

Thence, turning an interior angle of  $255^{\circ} 27' 29''$  and running in a Northwesterly direction along Lot 14-B, Lot 14 land of Pettit, Dorothy E., Pedro, Mary A. & Spiratos, Evelyn F. and Lot 14-A land of Pettit, Dorothy E., Plat 123 a distance of 382.00' to a point;

Thence, turning an interior angle of  $109^{\circ} 14' 56''$  and running in a Northeasterly direction along a stone wall and Lot 13 land of McCoy, Michael & Linda T., Plat 123 a distance of 432.07' to a point marking the Town line;

Thence, entering into the Town of Portsmouth and turning an interior angle of  $180^{\circ} 00'$  and continuing in a Northeasterly direction along a stone wall and Lot 21 land of McCoy, Michael D. et ux Linda T., Plat 66, a distance of 35.91' to a point;

Thence, turning an interior angle of  $232^{\circ} 30' 06''$  and running in a Northeasterly direction along a stone wall and Lot 21, Plat 66, a distance of 311.82' to a point;

Thence, turning an interior angle of  $183^{\circ} 10' 55''$  and continuing in a Northeasterly direction along a stone wall and Lot 21, Plat 66, a distance 25.65' to a point;

Thence, turning an interior angle of  $173^{\circ} 37' 52''$  and continuing in a Northeasterly direction along Lot 21, Plat 66, a distance of 842.01' to the point or place of beginning creating a closing angle of  $85^{\circ} 47' 17''$  to said first course.

TOGETHER WITH a 40' right-of-way easement recorded in Book 5 at Page 91; AND, a 20' drainage easement recorded in Book 431 at Page 186; AND, other unrecorded easements as shown on Narragansett Engineering, Inc. plan entitled "East Course Survey Plan" Project No. 930167 dated October 11, 2000, Scale 1"=200'-0" Project Applicant Sunnyfields, L.L.C. c/o Roger Grady, 267 Green End Avenue, Middletown, R.I. 02842, Property Owners Sunnyfields, L.L.C., Roger Grady & Robert Kielbasa", which said Plan has been recorded simultaneously herewith.

The parcel comprises the following:

LOT 4 on Assessor's Plat 66, on Wapping Road, in the Town of Portsmouth, now or formerly owned by Sunnyfields, L.L.C.

LOTS 15, 18, 19A, 20, 21 and 22 on Assessor's Plat 123 on Mitchell's Lane in the Town of Middletown now or formerly owned by Sunnyfields, L.L.C.

LOTS 10, 10A, 11, 30 and 31 on Assessor's Plat 124 on Mitchell's Lane in the Town of Middletown now or formerly owned by Sunnyfields, L.L.C.

Portions of Lot 11 and Lot 13 on Assessor's Plat 66 on Wapping Road in the Town of Portsmouth now or formerly owned by Roger D. Grady and Robert J. Kielbasa.

Portions of Lots 19 and 19A on Assessor's Plat 66 on Wapping Road in the Town of Portsmouth now or formerly owned by Joseph E. Corey.

EXHIBIT D-2

That certain tract or parcel of land situated in the Town of Middletown, County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at a point in the westerly line of Mitchell's Lane, being the northeasterly corner of Lot 8 on Middletown Tax Assessor's Plat 123;

Thence running northwesterly along the northeasterly boundary line of Lot 8 being the centerline of a stone wall for a distance of six hundred eighty seven and fifty-six hundredths (687.56) feet, bounded northerly by land now or formerly of James Holmes, to a corner, at a point in the easterly line of land now or formerly of the MR41-JV, LP;

Thence turning and running southwestly along the westerly boundary line of Lot 8 being the centerline of a stone wall for a distance of twenty-five and eighteen hundredths (25.18) feet, bounded westerly by land now or formerly of MR4A-JV, LP, to a point;

Thence turning and running southeasterly in a line twenty-five (25) feet from and parallel to the first described course for a distance of six hundred ninety-two and seventy-four hundredths (692.74) feet to a point in the westerly line of Mitchell's Land for a corner;

Thence turning and running northerly along the westerly line of Mitchell's Lane for a distance of twenty-six and thirty-one hundredths (26.31) feet to the point and place of beginning;

Said easement being designated as "PROPOSED EASEMENT" on that certain plan entitled "Project Title: NEWPORT NATIONAL GOLF COURSE (WEST COURSE) Drawing Title: PLAN SHOWING PROPOSED ACCESS EASEMENT" prepared by Northeast Engineers and Consultants, Inc. attached hereto as Exhibit D-1.

EXHIBIT E  
Schedule of Mortgages

1. Mortgage from Daniel N. Ashworth to First Federal Savings Bank of America in the principal amount of \$156,000.00 dated September 8, 1999 and recorded September 13, 1999 in Book 519, Page 234 of the Middletown Land Evidence Records.
2. Open-End Mortgage from Daniel N. Ashworth to First Federal Savings Bank of America in the maximum principal amount of \$75,000.00 dated November 21, 2002 and recorded December 3, 2002 in Book 704, Page 80 of the Middletown Land Evidence Records.

RECEIVED  
MIDDLETOWN, R.I.

04 SEP -7 PM 2:30

BARBARA L. NASH  
TOWN CLERK

(03710)



# Easement for Golf Equipment



**MAINTENANCE VEHICLE EASEMENT**

Easement granted and created this 27 day of Apr, 1999, by Kempensar Real Estates, Inc., a Rhode Island corporation, located in Middletown, Rhode Island, and for its successors, heirs and assigns, hereinafter (the "Grantor"), to and in favor of JAMES W. KIRBY, of Middletown, Rhode Island, and for his heirs and assigns, hereinafter (the "Grantee").

**WITNESSETH THAT**

**WHEREAS**, the Grantor is under Agreement with the owner of that certain parcel or tract of land designated Lot 9 on Middletown Tax Assessor's Plate 123, as presently constituted, (hereinafter "Property"); and

**WHEREAS**, Grantee is the owner of contiguous land located partly in Middletown, Rhode Island and partly in Portsmouth, Rhode Island being a portion of Lot 26, on Middletown Tax Assessor's Plate 188, Lots 11, 12, 15, 18, 19A, 20, 21 and 22 on Middletown Tax Assessor's Plate 123 and Lots 1, 2, 3, 4, 10, 10A, 11, 30 and 31 on Middletown Tax Assessor's Plate 124, and also Lot 4 on Portsmouth Tax Assessor's Plate 66 all as presently constituted, which said land is intended to be used for the operation of a proposed Golf Course (hereinafter "Golf Course"); and

**WHEREAS**, Grantee requires for the agents and employees of the proposed Golf Course an easement on and across a twenty (20) foot wide area which runs parallel to the northerly boundary line of the Property (hereinafter "Easement"), including a twelve (12) foot wide paved area within the twenty (20) foot Easement;

**NOW, THEREFORE**, for and in consideration of the foregoing, and for other valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, Grantor does hereby give, grant, bargain, sell, transfer, assign and convey to the Grantee, his successors, heirs

and assigns, a permanent easement on, over, under and across the above described area and to the extent hereinafter expressed subject to the right of the current and subsequent owners of the property to use the Easement area in common with the Grantee in any manner which is consistent with and does not unnecessarily disrupt the use of the Easement by the Grantee.

#### Section One Permitted Use

Grantor shall permit use by mowing machines, tractors, maintenance vehicles and other related golf course maintenance machinery necessary for the construction and continued maintenance of the Golf Course. No golf carts will be allowed to use the Easement. The Grantee shall make no use of the Easement before sunrise or after sunset, except in the event of an emergency.

#### Section Two Use and Expenses

(a) Grantor permits Grantee to use the easement granted, or any part thereof, for water, sewer, gas pipes, or telephone lines. The Grantee shall, at his own cost and expense, install, repair and replace all lines, pipes, valves and any other equipment reasonably necessary to install and maintain the underground utilities. All utilities shall be underground. There shall be no above ground utilities.

(b) Grantee shall pave the Easement with asphalt. Grantee shall, at his own cost and expense, pave, keep clean, repair, restore and maintain the paved Easement area. Current and subsequent owners may, at their own cost and expense, finish the paved area with crushed stone/gravel.

(c) The Grantee at its expense shall keep and maintain a paved area not greater than twelve (12) feet in width in the middle of the Easement allowing room for a four (4) foot wide landscaped area on either side of the Easement.

#### Section Three Taxes and Assessments

Grantee shall pay all real estate taxes assessed against the Property that are attributable to the Easement. Grantee shall pay the sewer and/or water assessment, assessed by the Town of Middletown and attributable solely to Grantee's use of the Easement. If the parties cannot agree on the appropriate apportionment of taxes and assessments, said dispute shall be referred to arbitration for resolution. The parties will agree on the selection of an arbitrator. If the parties cannot agree, each party will select one arbitrator and the two so selected will select the third arbitrator.

**Section Four  
Public Utilities**

Grantor for the benefit of itself and current and subsequent owners of the property reserves the right to install, maintain, replace and repair a sewer main under the Easement area in order to be able to connect to a sewer main, if any, which is installed on the adjacent golf course and the Grantee by the acceptance of this Easement for himself and his successors and assigns covenants and agrees that the Grantor and the current and subsequent owners of the Property may connect a sewer main leading from the Property or other land of the Grantor to the sewer line provided that the Grantor shall install, maintain and repair or replace said sewer line as expeditiously as is practicable and restore the surface of any land disturbed by the installation of that sewer immediately following the installation, repair or replacement or maintenance of the sewer line.

**Section Five  
Landscaping**

The Grantee shall, at his own cost and expense, prior to commencing use of the Easement install and plant a variety of flowering shrubs and low growing variety evergreens along and within the four (4) foot unpaved area on the northerly and southerly sides of the Easement. The Grantee shall keep and maintain the shrubs and evergreens in a manner such that they do not exceed five (5) feet in height. The selection and placement of the landscaping materials shall be made in consultation with the current and subsequent owners of the property

**Section Six  
Binding Effect**

The Grantor and Grantee agree that this covenant shall run with the land and shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

**Section Eight  
Appurtenant Easement**

Grantee and Grantor further agree that this easement is for the benefit of and appurtenant to that land, or any portion thereof, known as the Golf Course.

IN WITNESS WHEREOF, this instrument has been executed this day of 1999.

Kempenaar Real Estates, Inc.

*Frederick Kempenaar*  
By: Frederick Kempenaar, President

*James W. Kirby*  
James W. Kirby

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In *Kingston*, in said County, on this *30<sup>th</sup>* day of *April*, AD, 1999, then personally appeared the above names Frederick Kempenaar, to be personally known and personally known by me to be the President of Kempenaar Real Estates, Inc., and by me personally known to be the party who executed the foregoing instrument and he acknowledged the same to be his free act and deed, individually, and in his aforesaid capacity. Before me,

*Patrick O'Nahy Jr*  
Notary Public *Patrick O'Nahy Jr*

In *Middleton* in said County, on this *25<sup>th</sup>* day of *April*, AD, 1999 then personally appeared the above named James W. Kirby, to me known and known by me to be the party described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed. Before me,

*Joseph C. Lopez*  
Notary Public  
*Joseph C. Lopez*  
NOTARY PUBLIC  
my commission expires 6/24/2001

239

Received for record in Middletown,  
R.I. *May 4* 19*99*  
at *12:55* P.M. and recorded in  
Land Evidence Book No. *504Pg. 236-239*

Witness, *Wendy W. Marshall*  
Deputy Town Clerk (01820)

# Easement for Clubhouse Utilities



EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made and entered into as of the 24<sup>th</sup> day of March, 2004, by and between Charles G. Beltz and Mary H. Johnson, individual residents of the State of Rhode Island with an address of 186 Meadow Lane, Middletown, Rhode Island 02842 (collectively, "Parcel A Owner") and MR4A-JV Limited Partnership, a Massachusetts limited partnership with an address of 10 Post Office Square, Suite 750, Boston, Massachusetts 02109 (the "Grantee").

W I T N E S S E T H:

**WHEREAS**, Parcel A Owner is the owner of that certain parcel of land located in the Town of Middletown, County of Newport, State of Rhode Island, commonly known and numbered as 186 Meadow Lane and also known as Lot 107 on Assessor's Plat 118 ("Parcel A"), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, Grantee is the owner of that certain parcel of land located in the Town of Middletown, County of Newport, State of Rhode Island, as more particularly described on Exhibit A-1, attached hereto and incorporated herein by reference ("Parcel B"), which Parcel B abuts the rear property line of Parcel A; and

**WHEREAS**, Grantee requires the use of certain portions of Parcel A comprising the hereinafter defined Easement Area for the purposes of running water and sewer lines from Meadow Lane to Parcel B; and

**WHEREAS**, Parcel A Owner is willing to grant the proposed easement to Grantee pursuant to the terms and conditions and provisions hereof; and

**WHEREAS**, the parties desire to confirm their understanding and agreement with respect to the foregoing and with respect to certain other matters as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Utility Easement. Parcel A Owner hereby grants and conveys to Grantee, with warranty covenants, a permanent, non-exclusive easement (the "Utility Easement") over, across, upon, under, in and on a strip of land up to fifteen (15) feet in width running the length of Parcel A from Meadow Lane to Parcel B (the "Easement Area"), as more particularly described in Exhibit B, attached hereto and incorporated herein by reference, to install, repair, maintain and operate, for the delivery of water service and sewer service to Parcel B, underground water and sewer pipes together with the necessary valves, conduits, connections, access facilities and appurtenances attached thereto. Notwithstanding the foregoing, the parties acknowledge and agree that the easement under the Easement Area shall be exclusive to the Grantee. Parcel A Owner also grants, conveys and assigns to Grantee, with warranty covenants, the right and easement from time to time to keep clear the Easement Area of trees, underbrush with extensive root systems and structures as necessary for the safe and proper operation of said water and sewer pipes and related facilities, and to renew, replace, add to and otherwise change said water and sewer pipes and related facilities and each and every part thereof, but not the general location thereof, and to pass over and across Parcel A from time to time as reasonable and necessary for all of the above purposes. Additionally, for purposes of installing, repairing and replacing the water and sewer pipes and related facilities, Parcel A Owner grants, assigns and conveys to Grantee, with warranty covenants, the right to excavate, remove and rearrange soil within the Easement Area, provided that Grantee restores the yard, any impervious area (driveways or walkways, asphalt or masonry, as the case may be), any stone walls and/or any fences located in the Easement Area to its previous condition upon completion of such excavation. The location of the utilities within the Easement Area shall be designated by the Grantee. The term of the Utility Easement shall be perpetual.

The Grantee shall provide the Grantor with at least thirty (30) days prior written notice of the initial excavation of the Easement Area. The Grantee shall provide the Grantor with at least fifteen (15) days prior written notice of any subsequent excavation of the Easement Area, except in the event of an emergency, when no notice shall be required. The Grantee shall use reasonable efforts to ensure that no facilities and/or appliances used in connection with the water and sewer pipes installed in the Easement Area are located above-ground on Parcel A. If

permitted by the applicable governmental agencies having jurisdiction over Parcel A, the Grantee shall not install any appliances, hydrants or other items related to the water and sewer pipes in front of Parcel A as it abuts Meadow Lane.

2. Parcel A Owner's Representations and Warranties. Parcel A Owner hereby represents and warrants: (i) that upon the recording hereof, Parcel A Owner is lawfully seized and possessed of Parcel A upon which the Utility Easement is granted pursuant to this Agreement and (ii) that Parcel A Owner has full legal right and authority to grant and convey the Utility Easement and the rights created herein and to perform its obligations under this Agreement.

3. Indemnification. Each party hereby agrees to indemnify and hold the other party harmless from any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from personal injury, death, or property damage and occurring from each party's use of the Utility Easement located on the parcel of land owned by the party other than the indemnifying party, except if caused by the act or negligence of the other party hereto, its agents, employees, contractors, tenants or invitees.

4. Maintenance and Repair. Grantee shall, at its expense, maintain or cause to be maintained, in reasonably good order, condition and repair, the water and sewer pipes and related facilities in the Easement Area. Parcel A Owner shall have no obligation to maintain the water and sewer pipes and related facilities within the Easement Area unless such repair or maintenance is necessitated solely by the negligence of Parcel A Owner, its agents, employees or contractors. Parcel A Owner shall maintain the lawn and landscaping located within the Easement Area.

5. Taxes. Parcel A Owner shall pay or cause to be paid all real property taxes and assessments which are levied against Parcel A when the same are due and payable; provided, however, that if the taxes and assessments may be paid in installments without penalty pursuant to the applicable governmental authority, Parcel A Owner shall be permitted to pay such taxes and assessments in installments pursuant to the schedule adopted by such governmental authority.

6. Eminent Domain.

a. Owner's Right to Award. Nothing herein shall be construed to give any party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's parcel or giving the public or any government any rights in said parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the easement areas located on any parcel, the award attributable to the land and improvements of such portion of the easement areas shall be payable only to the owner of the parcel on which said easement is located, and no claim shall be made by the owners of any portion of the easement areas and such other parties hereby assign to the owner of the parcel involved in the condemnation all of the claims and rights to such award.

b. Restoration of Easement Area. The party responsible for the maintenance of the easement areas so condemned shall, at its expense, promptly repair and restore the remaining portion of the easement areas within the applicable parcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer.

7. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel to the general public, or for any public use or purposes whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

8. Default. If any party fails to comply with any provision herein (hereinafter such Party is referred to as the "Defaulting Party"), and such default is not cured within thirty (30) days after written notice from any other party (each a "Non-Defaulting Party"), then the Non-Defaulting Party will be entitled to take any and all actions and to exercise all remedies, at law and in equity, available under Rhode Island law; provided, however, if the default is of such a nature that, although curable, cannot reasonably be cured within said thirty (30) day period, the Defaulting Party will not be deemed in default if it commences to cure such default within said thirty (30) day period and diligently prosecutes such cure to completion. If any party

fails to reimburse another party for any amount provided for herein, the party entitled to such reimbursement shall be entitled to recover all costs of collection including court costs and reasonable attorneys' fees.

9. Amendment; Severability. This Agreement may only be amended or modified pursuant to an instrument executed by all of the parties hereto and recorded in the Land Evidence Records for the Town of Middletown, State of Rhode Island. In the event that any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect or invalidate the remaining provisions hereof.

10. Insurance Requirements. Grantee shall obtain, at its sole cost and expense, comprehensive general public liability insurance insuring Parcel A Owner and its mortgagees (as Additional Insureds) and Grantee against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Utility Easement, the coverage and protection of such insurance to be in the amount of at least \$1,000,000 per incident.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Rhode Island.

12. Notices. Notices hereunder shall be sent certified mail, return receipt requested (except if not possible in the case of a P.O. Box, in which case it will be sent by regular mail) to the applicable party at the addresses set forth below, and shall be deemed given three (3) days after so sent:

If to Parcel A Owner:

Charles G. Beltz  
Mary H. Johnson  
186 Meadow Lane  
Middletown, Rhode Island 02842

With a copy to:

David F. Fox, Esquire  
  
850 Aquidneck Avenue  
Middletown Commons  
Middletown, Rhode Island 02842-5202

If to Grantee:

MR4A-JV Limited Partnership  
10 Post Office Square  
Suite 750  
Boston, Massachusetts 02109

With a copy to:

Shechtman Halperin Savage, LLP  
86 Weybosset Street  
Providence, RI 02903  
Attn: Jonathan N. Savage, Esquire

13. No Third Party Beneficiary. It is specifically understood and agreed that the only party who may enforce the terms any conditions of this instrument are the parties hereto and their successors and assigns.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create appurtenant interests, so called, and benefits and servitudes running with the land. The Grantee may assign all of its right, title and interest in and to this Agreement to any third party. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Duration. Unless otherwise canceled or terminated and except as expressly provided herein, the Utility Easement shall continue in perpetuity.

16. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

17. Entire Agreement. This 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 Section 9 of this Agreement.

18. Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

19. Severability. The invalidation of any of the provisions contained herein, or of the application thereof to any other person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

20. Minimization of Damages. In all situations arising out of this Agreement, all parties shall attempt to avoid and minimize the damages resulting from the conduct of any other party. Each party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

21. Mortgagee Subordination. Grantor represents and warrants to Grantee that there are no mortgages or other monetary encumbrances affecting Parcel A except as set forth on Exhibit C, attached hereto and incorporated herein by reference. Grantee's obligations under this Agreement shall be subject to and contingent upon receipt of subordination agreements, in recordable form, from each holder of a mortgage or other monetary encumbrance on Parcel A. In the alternative, each holder of a mortgage or other monetary encumbrance on Parcel A may execute this Agreement acknowledging such subordination.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the day and year first above written.

PARCEL A OWNER:

Charles G. Beltz  
Charles G. Beltz

Mary H. Johnson  
Mary H. Johnson

GRANTEE:

MR4A-JV Limited Partnership

By: MR4A-JV Corp.  
Its General Partner

By: [Signature]  
Name: Donald S. Bier  
Title: S.V.P.

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Middletown on this 24<sup>th</sup> day of March, 2004, before me personally appeared Charles G. Beltz and Mary H. Johnson, to me known and known by me to the parties executing the foregoing instrument and they acknowledged said instrument so executed to be their free act and deed.

[Signature]  
Notary Public  
Print Name: DAVID F. FOX  
My Commission Expires: 6/27/05

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 22<sup>nd</sup> day of March, 2004, before me personally appeared Donald S. Bierer, to me known and known by me to a Senior Vice President of MR4A-JV Corp., the general partner of MR4A-JV Limited Partnership, and the party executing the foregoing instrument and he acknowledged said instrument so executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of said MR4A-JV Limited Partnership and MR4A-JV Corp.

M. Luis J. Rinaldi  
Notary Public M. Luis J. Rinaldi  
My Commission Expires: 4/10/06

Bank of Newport d/b/a BankNewport (the "Mortgagee"), holder of the following mortgages (collectively, the "Mortgages"):

- (a) Mortgage dated December 3, 2002, given by Charles Beltz and Mary Johnson in favor of the Mortgagee securing the principal amount of \$217,000.00, recorded in the Land Evidence Records for the Town of Middletown in Book 706 at Page 010; and
- (b) Open-End Mortgage dated January 17, 2003, given by Charles Beltz and Mary Johnson in favor of the Mortgagee securing the principal amount of \$30,000.00, recorded in the Land Evidence Records for the Town of Middletown in Book 717 at Page 159,

hereby subordinates the Mortgages to this Easement Agreement as if the within Easement Agreement was recorded prior to the Mortgages. Mortgagee covenants to and with Parcel A Owner and Grantee that Mortgagee is the present holder of the Mortgages and the notes or other indebtedness secured thereby.

Bank of Newport  
d/b/a BankNewport

By: Sally Parella Battison  
Name: Sally Parella Battison  
Title: Vice President

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Middletown, on the 15th day of March, 2004, before me personally appeared Sally Parella Battison to me known and known by me to be the Vice President Bank of Newport d/b/a BankNewport and the party executing the foregoing instrument on behalf of Bank of Newport d/b/a BankNewport and ~~he~~/she acknowledged said instrument by ~~him~~/her executed to be ~~his~~/her free act and deed, ~~his~~/her free act and deed in said capacity and the free act and deed of said Bank of Newport d/b/a BankNewport

Patricia A. Oakley  
Notary Public  
Print Name: Patricia A. Oakley  
My Commission Expires: 1/19/08

LIST OF EXHIBITS

Exhibit A	Legal Description of Parcel A
Exhibit A-1	Legal Description of Parcel B
Exhibit B	Plan showing Utility Easement
Exhibit C	Existing Encumbrances

EXHIBIT A

All that certain lot or parcel of land, situate in the Town of Middletown, County of Newport, State of Rhode Island, together with the buildings and improvements thereon, bounded and described as follows:

BEGINNING at a point in the easterly line of Meadow Lane, so-called, a way laid out and delineated on the hereinafter described plat, said plat being the northwesterly corner of the parcel herein described and the southwesterly corner of Lot No. 6 on said plat; thence running in a northeasterly direction a distance of Two Hundred Three and sixty-eight one-hundredths (203.68') feet to a point for a corner, bounded NORTHWESTERLY by said Lot No. 6; thence turning an interior angle of  $53^{\circ}10'55''$  and running in a southerly direction a distance of Thirty and Forty-Seven one-hundredths (30.47') feet to a point; thence turning into an interior angle of  $177^{\circ}38'15''$  and continuing in a southerly direction a distance of One Hundred Fifteen and sixty-five one-hundredths (115.65') feet to a point; thence turning an interior angle of  $178^{\circ}27'26''$  and continuing in a southerly direction Eight and twenty-five one-hundredths (8.25') feet to a point for a corner, the last three courses bounded EASTERLY by land now or formerly of Kempenaar Real Estates, Inc.; thence turning an interior angle of  $112^{\circ}51'36''$  and running in a southwesterly direction a distance of One Hundred Fifty-Two and four one-hundredths (152.04') feet to a point in the easterly line of said Meadow Lane, bounded SOUTHEASTERLY by Lot No. 8 on said plat; thence turning and running in a northerly direction, in the easterly line of said Meadow Lane along an arc having a radius of 175.00 feet a distance of Eighty-Three and fifty-five one-hundredths (83.55') feet to the point and place of beginning, bounded WESTERLY on said Meadow Lane.

Containing 18,280 square feet of land, more or less.

Being all measurements more or less or however otherwise the same may be bounded and described.

Being all of Lot No. 7 on that certain plat entitled, "EAST MEADOW SUBDIVISION Plat 118 Lot 34 Middletown, R.I. for Nunes Motor Co., Inc. Dwg #840211 Scale 1"=40' Dated: 7-19-87" by Boardman Associates, Portsmouth, R.I. as said plat appears of record in Plat Book 15 Page 85 of the Middletown Land Evidence Records.

Being all of Lot 107 on Middletown Tax Assessor's Plat 118, as said plat presently is constituted.

## EXHIBIT A -1

Parcel I:

That certain parcel of land located partly in the Town of Portsmouth, State of Rhode Island and partly in the Town of Middletown, State of Rhode Island, bounded and described as follows:

Beginning at a point, located at the Northwest corner of a stone wall being Parcel 4 of Plat 66 in the Town of Portsmouth, R.I.:

Thence, running in a Southeasterly direction along a stone wall and Lots 71 land of Silvia, Gertrude I. And Dennis C. Silvia, and Lot 71-A, land of Tallman & Mack Fish & Trap Co. on Plat 64, a distance of 624.36' to a point;

Thence, turning an interior angle  $177^{\circ} 47' 04''$  and continuing in a Southeasterly direction along a stone wall and Lots 71A and Lot 69 land of Peters, George R. & Marie A. Ney of Plat 64 a distance of 289.58' to a point;

Thence, turning an interior angle  $179^{\circ} 52' 56''$  and continuing in a Southeasterly direction along a stone wall and Lot 69, Plat 64 a distance of 532.33' to a point;

Thence, turning an interior angle  $179^{\circ} 31' 22''$  and running in a Southeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 181.87' to a point;

Thence, turning an interior angle  $276^{\circ} 54' 05''$  and running in a Northeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 231.30' to a point;

Thence, turning an interior angle  $180^{\circ} 36' 19''$  and continuing in a Northeasterly direction along a stone wall and Lot 69, Plat 64, a distance of 276.81' to a point;

Thence, turning an interior angle  $84^{\circ} 51' 40''$  and running in a Southeasterly direction along a stone wall and Lots 68H land of Plumb, Ralph H. et ux Patricia S., and Lot 68 land of Anderson, Robert R. et ux Carol M., and Lot 105, land of Amudson, Heather & Strandén Roland of Plat 64, a distance of 298.07' to a point;

Thence, turning an interior angle  $180^{\circ} 09' 31''$  and continuing in a Southeasterly direction along a stone wall and Lot 106 land of Nicholson, Edwin P. et ux Leslie W. of Plat 64, a distance of 96.58', to a point;

Thence, turning an interior angle  $180^{\circ} 04' 43''$  and continuing in a Southeasterly direction along a stone wall and Lot 107 land of Solecki, Paul F. et ux Kathleen A., and Lot 108 land of Callahan, Steven W. Jr. et ux Mary F. of Plat 64 a distance of 169.20' along to a point;

Thence, turning an interior angle  $99^{\circ} 51' 26''$  and running in a Southwesterly direction along Lot 65 land of Watts, Bruce R. et ux Susan B., Lot 64 land of Lopes, Maria Raposa et als and Lot 63 land of Lopes, Joseph & Hazel & Joseph L., Plat 64, a distance of 542.08' to a point,

Thence, turning a interior angle  $258^{\circ} 04' 46''$  and running in a Southeasterly direction along Lot 63, Plat 64, a distance of 313.80' to a point on the Westerly side line of Wapping Road;

Thence, turning an interior angle of  $104^{\circ} 19' 21''$  and running in a Southwesterly direction along Wapping Road a distance of 262.09' to a point;

Thence, turning and interior angle of  $92^{\circ} 02' 03''$  and running in a Northwesterly direction, along Lot 24 land of Mallard, Herbert K. of Plat 66 a distance of 224.83' along a line to a point;

Thence, turning an interior angle of  $269^{\circ} 45' 43''$  and running in a Southwesterly direction along Lot 24 and Lot 20-B land of Petronello, Paul V. & Suzanne F., and Lot 46 land of Barry, Michael and Kathy Ellen Plat 66, a distance of 695.85' to a point;

Thence, turning an interior angle  $93^{\circ} 16' 53''$  and running in a Northwesterly direction along Lot 19 land of Corey, Edward J. et ux Margaret S., Plat 66 a distance of 68.84' to a point;

Thence, turning an interior angle  $270^{\circ} 00' 00''$  and running in a Southwesterly direction, along Lot 19, Plat 66 a distance of 68.59' to a point;

Thence, turning an interior angle  $259^{\circ} 06' 32''$  and running in a Southeasterly direction, along Lot 19, Plat 66 a distance of 30.55' to a point;

Thence, turning an interior angle  $101^{\circ} 19' 32''$  and running in a Southwesterly direction along Lot 25 land of Corey, Joseph et ux Evelyn G. Plat 66 a distance of 109.00' to a point;

Thence, turning an interior angle  $185^{\circ} 45' 55''$  and continuing in a Southwesterly direction along Lot 19-A, land of Corey, Joseph E. et ux Evelyn G., Plat 66 a distance of 179.29' to a point;

Thence, turning an interior angle  $168^{\circ} 54' 26''$  and continuing in a Southwesterly direction along Lot 19-A, Plat 66 a distance of 100.00' to a point;

Thence, turning an interior angle of  $188^{\circ} 14' 13''$  and continuing in a Southwesterly direction along Lot 19-A, Plat 66 a distance of 370.30' to a point;

Thence, turning an interior angle of  $67^{\circ} 03' 59''$  and running in a Northwesterly direction along a 40' R.O.W. a distance of 541.53' to a point;

Thence, turning an interior angle of  $151^{\circ} 16' 00''$  and running in a Northwesterly direction along a 40' R.O.W. a distance of 315.00' to a point;

Thence, turning an interior angle  $152^{\circ} 02' 11''$  and running in a Northwesterly direction along Lot 15 land of DiRuzzo, Joseph J. et ux Janet A., Plat 66 distance of 76.00' to a point;

Thence, turning an interior angle of  $246^{\circ} 11' 35''$  and running in a Northwesterly direction along Lot 15, Plat 66 a distance of 181.70' to a point;

Thence, turning an interior angle of  $252^{\circ} 49' 00''$  and running in a Southwesterly direction along Lot 15, Plat 66 a distance of 215.80' to a point;

Thence, turning an interior angle of  $264^{\circ} 32' 00''$  and running in a Southeasterly direction along Lot 15, Plat 66 a distance of 189.00' to a point;

Thence, turning an interior angle of  $266^{\circ} 44' 44''$  and running in a Northeasterly direction along Lot 15, Plat 66 a distance of 191.87' to a point;

Thence, turning an interior angle of  $77^{\circ} 40' 30''$  and running in a Southeasterly direction along a 40' R.O.W. a distance of 316.51' to a point;

Thence, turning an interior angle of  $208^{\circ} 44' 00''$  and running in a Southeasterly direction along a 40' R.O.W. a distance of 595.26" to a point;

Thence, turning an interior angle of  $105^{\circ} 23' 55''$  and continuing in a Southwesterly direction a distance of 375.02' to a point;

Thence, turning an interior angle of  $266^{\circ} 12' 33''$  and running in a Southeasterly direction a distance of 76.52' to a point;

Thence, turning an interior angle of  $95^{\circ} 11' 52''$  and running in a Southwesterly direction along Lot 10, Plat 66 a distance of 81.07' to a point;

Thence continuing in a Southwesterly direction along Lot 9 land of Diogot, Joseph P. et ux Juanita, Plat 66 a distance of 19.99' to a point;

Thence continuing in a Southwesterly direction along Lot 9, Plat 66 a distance of 146.71' to a point;

Thence continuing in a Southwesterly direction along Lot 8-A, land of Corey, George T. et ux Marie S., Plat 66 a distance of 125.00' to a point;

Thence continuing in a Southwesterly direction along Lot 8 land of Corey, Mary A., Plat 66 a distance of 133.00' to a point;

Thence, turning an interior angle of  $234^{\circ} 03' 46''$  and running in a Southeasterly direction along a stone wall and Lot 8 Plat 66 a distance of 208.27' to a point;

Thence, turning an interior angle of  $182^{\circ} 35' 28''$  and continuing in a Southeasterly direction along a stone wall and Lot 8 and Lot 6 land of Corey, Agnes Mary, Plat 66 a distance of 238.17' to a point on Wapping Road;

Thence, turning an interior angle of  $134^{\circ} 38' 02''$  and continuing in a Southwesterly direction a distance of 93.00' along Wapping Road to a point;

Thence, turning an interior angle of  $92^{\circ} 04' 30''$  and continuing in a Northwesterly direction along Lot 2 land of Lopes, George et ux Emily, Plat 66 a distance of 395.00' to a point;

Thence, turning an interior angle of  $127^{\circ} 18' 30''$  and continuing in a Northwesterly direction along Lot 1-A land of Lacey, Richard S. & Karen S., Plat 128 distance of 350.00' to a point;

Thence, entering into the Town of Middletown and turning an interior angle of  $296^{\circ} 39' 11''$  and continuing in a Southwesterly direction along Lot 1-A Plat 128 a distance of 290.00' to a point;

Thence, turning an interior of  $113^{\circ} 26' 33''$  and continuing in a Northwesterly direction along a stone wall and Lot 2 land of Gomes, Louis & Marg. Plat 128 a distance of 313.39' to a point;

Thence, turning an interior angle of  $179^{\circ} 21' 56''$  and continuing in a Northwesterly direction along a stone wall and Lot 2, Plat 128 and Lot 11-A land of Vanburen, Marilla, Plat 124 a distance of 115.62' to a point;

Thence, turning an interior angle of  $182^{\circ} 56' 15''$  and continuing in a Northwesterly direction along a stone wall and Lot 11-A Plat 124, a distance of 107.56' to a point;

Thence, turning an interior angle of  $216^{\circ} 14' 47''$  and continuing in a Northwesterly direction along a stone wall and Lot 11-A, Plat 124, a distance of 373.13' to a point;

Thence, turning an interior angle of  $132^{\circ} 50' 48''$  and continuing in a Northeasterly direction along Lot 12 land of Fraternal Order of Police, Plat 124 a distance of 343.50' to a point;

Thence, turning an interior angle of  $277^{\circ} 43' 05''$  and running in a Southwesterly direction along Lot 12, Plat 124, a distance of 195.75' to a point;

Thence, turning an interior angle of  $69^{\circ} 04' 50''$  and running in a Northeasterly direction along Lot 13 land of Brennan Real Estate Plat 124 a distance of 268.35' to a point;

Thence, turning an interior angle of  $208^{\circ} 10' 35''$  and running in a Northwesterly direction along a stone wall and Lot 14 land of Brennan Real Estate Plat 124 a distance of 130.00' to a point;

Thence, turning an interior angle of  $158^{\circ} 25' 06''$  and running a Northeasterly direction along Lot 14, Plat 124 a distance of 140.00' to a point;

Thence, turning an interior angle of  $148^{\circ} 18' 13''$  and continuing in a Northwesterly direction along Lot 14, Plat 124 a distance of 150.00' to a point;

Thence, turning an interior angle of  $232^{\circ} 48' 29''$  and continuing in a Northwesterly direction along a stone wall and Lot 14, Plat 124 a distance of 48.00' to a point;

Thence, turning an interior angle of  $101^{\circ} 18' 11''$  and running in a Northeasterly direction along Lot 17 land of Walter S. Jr. & Kathleen A. Kosinski, Plat 124, a distance of 279.50' to a point;

Thence, turning an interior angle of  $265^{\circ} 56' 05''$  and running in a Northwesterly direction along Lot 17 and Lot 16-A land of Hennessey, Marilyn J., Plat 123, a distance of 843.79' to a point;

Thence, turning an interior angle of  $97^{\circ} 21' 10''$  and continuing in a Northwesterly direction along Lot 16 land of Kempenaar, John, Plat 123, a distance of 222.68' to a point;

Thence, turning an interior angle of  $271^{\circ} 37' 42''$  and continuing in a Northwesterly Direction along Lot 16, Plat 123, distance of 210.00' along a line on the Easterly side of Mitchell's Lane to a point;

Thence, turning an interior angle of  $87^{\circ} 54' 17''$  and continuing in a Northwesterly direction along Mitchell's Lane a distance of 510.88' along a line to a point;

Thence, turning an interior angle of  $104^{\circ} 33' 17''$  and running in a Northeasterly direction along Lot 14-B land of Callaghan, Jerome J. & Katherine, Plat 123, a distance of 158.50' to a point;

Thence, turning an interior angle of  $255^{\circ} 27' 29''$  and running in a Northwesterly direction along Lot 14-B, Lot 14 land of Pettit, Dorothy E., Pedro, Mary A. & Spiratos, Evelyn F. and Lot 14-A land of Pettit, Dorothy E., Plat 123 a distance of 382.00' to a point;

Thence, turning an interior angle of  $109^{\circ} 14' 56''$  and running in a Northeasterly direction along a stone wall and Lot 13 land of McCoy, Michael & Linda T., Plat 123 a distance of 432.07' to a point marking the Town line;

Thence, entering into the Town of Portsmouth and turning an interior angle of  $180^{\circ} 00' 00''$  and continuing in a Northeasterly direction along a stone wall and Lot 21 land of McCoy, Michael D. et ux Linda T., Plat 66, a distance of 35.91' to a point;

Thence, turning an interior angle of  $232^{\circ} 30' 06''$  and running in a Northeasterly direction along a stone wall and Lot 21, Plat 66, a distance of 311.82' to a point;

Thence, turning an interior angle of  $183^{\circ} 10' 55''$  and continuing in a Northeasterly direction along a stone wall and Lot 21, Plat 66, a distance 25.65' to a point;

Thence, turning an interior angle of  $173^{\circ} 37' 52''$  and continuing in a Northeasterly direction along Lot 21, Plat 66, a distance of 842.01' to the point or place of beginning creating a closing angle of  $85^{\circ} 47' 17''$  to said first course.

TOGETHER WITH a 40' right-of-way easement recorded in Book 5 at Page 91; AND, a 20' drainage easement recorded in Book 431 at Page 186; AND, other unrecorded easements as shown on Narragansett Engineering, Inc. plan entitled "East Course Survey Plan" Project No. 930167 dated October 11, 2000. Scale 1"=200'-0" Project Applicant Sunnyfields, L.L.C. c/o Roger Grady, 267 Green End Avenue, Middletown, R.I. 02842, Property Owners Sunnyfields, L.L.C., Roger Grady & Robert Kielbasa", which said Plan has been recorded simultaneously herewith.

The parcel comprises the following:

LOT 4 on Assessor's Plat 66, on Wapping Road, in the Town of Portsmouth, now or formerly owned by Sunnyfields, L.L.C.

LOTS 15, 18, 19A, 20, 21 and 22 on Assessor's Plat 123 on Mitchell's Lane in the Town of Middletown now or formerly owned by Sunnyfields, L.L.C.

LOTS 10, 10A, 11, 30 and 31 on Assessor's Plat 124 on Mitchell's Lane in the Town of Middletown now or formerly owned by Sunnyfields, L.L.C.

Portions of Lot 11 and Lot 13 on Assessor's Plat 66 on Wapping Road in the Town of Portsmouth now or formerly owned by Roger D. Grady and Robert J. Kielbasa.

Portions of Lots 19 and 19A on Assessor's Plat 66 on Wapping Road in the Town of Portsmouth now or formerly owned by Joseph E. Corey.

Parcel 2:

That certain parcel of land with all buildings and improvements thereon, located in the Town of Middletown, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a drill hole located at the intersection of a stone wall, said point being the most southwesterly corner of the parcel herein to be described.

Thence running along a stone wall a distance of 1387.23' with a bearing of N 09° 38' 33" E to a point.

Thence turning and running along a stone wall a distance of 881.33' with a bearing of N 74° 35' 06" W to a drill hole at a wall intersection.

Thence turning and running along a stone wall a distance of 234.86' with a bearing of N 14° 41' 20" E to a point.

Thence continuing along said stone wall a distance of 195.80' with a bearing of N 14° 29' 26" E to a point.

Thence continuing along said stone wall a distance of 50.98" with a bearing of N 13° 38' 39" E to a point.

Thence continuing along said stone wall a distance of 210.04' with a bearing of N 14° 05' 06" E to a point.

Thence continuing along said stone wall a distance of 132.32' with a bearing of N 14° 03' 32" E to a point.

Thence continuing along said stone wall a distance of 76.45' with a bearing of N 14° 07' 03" E to a point.

Thence continuing along said stone wall a distance of 8.25' with a bearing of N 14° 07' 04" E to a point.

Thence continuing along said stone wall a distance of 115.65' with a bearing of N 12° 34' 30" E to a point.

Thence turning and running in a southeasterly direction a distance of 646.82' with a bearing of S 70° 53' 10" E to a point.

Thence continuing in a southeasterly direction of 38.81' with a bearing of S 69° 56' 36" E to a point.

Thence continuing in a southeasterly direction a distance of 778.44' with a bearing of S 69° 56' 36" E to a point.

Thence turning and running in a southwesterly direction a distance of 910.53' with a bearing of S 11° 14' 00" W to a point.

Thence turning and running in a southeasterly direction a distance of 308.80' with a bearing of S 74° 24' 06" E to a point.

Thence turning and running in a southwesterly direction a distance of 124.00' with a bearing of S 11° 42' 53" W to a point.

Thence turning and running in a southeasterly direction a distance of 542.80' with a bearing of N 68° 11' 25" W to a point located on the west side of Mitchell's Lane.

Thence turning and running in a southwesterly direction a distance of 582.30' with a bearing of S 19° 59' 31" W to a point.

Thence continuing in a southwesterly direction along Mitchell's Lane a distance of 332.70' with a bearing of S 19° 59' 31" W to a point.

Thence turning and running in a northwesterly direction a distance of 435.65' with a bearing of S 70° 53' 44" E to a point.

Thence turning and running in a northwesterly direction a distance of 169.31' with a bearing of N 70° 53' 44" W to a point.

Thence turning and running in a southwesterly direction a distance of 324.81' with a bearing of S 13° 34' 26" W to a point.

Thence turning and running in a northwesterly direction a distance of 674.60' with a bearing N 81° 30' 04" W to the point and place of beginning.

Said parcel is shown on plan entitled "Administrative Subdivision Plan, Project Applicant Sunnyfields, LLC, Owners of Record James Kirby, Location off Mitchell's Lane, Middletown, RI, dated September 27, 2000."

TOGETHER WITH: Maintenance Vehicle Easement dated April 27, 1999, and recorded May 4, 1999, at 12:55 p.m. in Book 504 at Page 236 with the Land Evidence Records for the Town of Middletown, State of Rhode Island.

Parcel 3:

That certain lot or parcel of land with all buildings and improvements thereon, situated in the Town of Middletown, and bounded and described as follows:

SOUTHWESTERLY           by Mitchell's Lane, one hundred eight (108) feet;  
 NORTHWESTERLY        by land of the said Dorothy E. Pettit;  
 NORTHEASTERLY        by land now or formerly of Sunnyfields, L.L.C., one hundred twenty two (122) feet; and  
 SOUTHEASTERLY        by land now or formerly of Jerome J. Callaghan, et al, containing 18,400 square feet of land, more or less or however otherwise the same may be bounded and described.

BEING Lot 14 on Assessor's Plat 123 in the Town of Middletown, as said plat is presently constituted.

Parcel 4:

Those two certain lots or parcels of land situate in the Town of Middletown, County of Newport, State of Rhode Island, together with the buildings and improvements thereon, bounded and described as follows:

PARCEL ONE:

BEGINNING at a point in the northerly line of Wyatt Road, said point being the southwesterly corner of the parcel herein described and the southeasterly corner of land now or formerly of the Newport Rifle Club Co., Inc.;

thence running in an easterly direction along the northerly line of Wyatt Road to a point which is the southwesterly corner of land now or formerly of the Town of Middletown;

thence turning and running northerly, bounded easterly by said Town of Middletown land, a distance of 580' more or less to a point;

thence turning an interior angle of 270° and running easterly, bounded southerly by said Town of Middletown land a distance of 960' more or less to a point;

thence turning an interior angle of 270° and running southerly bounded westerly by said Town of Middletown land a distance of 95' more or less to a point;

thence turning an interior angle of  $82^{\circ}$  and running easterly bounded southerly by said Town of Middletown land a distance of 57.51' more or less to a point.

thence continuing in an easterly direction, bounded southerly by land now or formerly of Daniel D. Garvey and Jane M. Garvey to a point which is the southeasterly corner of the parcel herein conveyed and the southwesterly corner of Parcel Two hereinafter described;

thence turning and running northerly bounded easterly by said Parcel Two hereinafter described a distance of 230', more or less;

thence turning an interior angle of  $267^{\circ}$ , more or less, and running easterly bounded southerly by the said Parcel Two, a distance of 444.5' more or less to a point in the westerly line of Mitchell's Lane;

thence turning and running northerly bounded westerly by said Mitchell's Lane to a point which is the northeast corner of the parcel herein conveyed and the southeast corner of land now or formerly of Frank J. Gualtieri;

thence turning and running westerly bounded northerly by said Gualtieri land a distance of 561' more or less to a point;

thence turning and running northerly bounded easterly by said Gualtieri land a distance of 76' more or less to a point;

thence turning and running westerly bounded northerly partly by land now or formerly of James W. Kirby and partly by land now or formerly of the Aquidneck Island Trust to a point in the easterly boundary of land now or formerly of the Newport Rifle Club Co., Inc.;

thence turning and running southerly, bounded westerly by said Newport Rifle Club Co., Inc., until it comes to a point in the northerly line of Wyatt Road and the point and place of beginning.

Containing by approximation, 44 acres of land, and being all measurements more or less or however otherwise the same may be bounded and described.

PARCEL TWO:

Beginning at a point in the westerly line of said Mitchell's Lane, which said point marks the northeasterly corner of said land now or formerly of Katherine M. Murphy and which is a distance approximately 528' northerly from the point of intersection of the northerly line of Wyatt Road with the westerly line of Mitchell's Lane; thence proceeding in a general westerly direction along the line of a stone wall 384', more or less, to a point bounded southerly by land now or

formerly of said Katherine M. Murphy; thence turning an interior angle of  $92^{\circ} 10'$  and proceeding in a general northerly direction 230' to a point, bounded westerly by Parcel One hereinbefore described; thence turning an interior angle of  $93^{\circ} 10'$  and proceeding in a general easterly direction partly along the line of a stone wall 444.5' to a point in the westerly line of Mitchell's Lane, bounded northerly by said Parcel One; thence turning an interior angle of  $73^{\circ} 7'$  and proceeding in a generally southerly direction along said westerly line of Mitchell's Lane a distance of 243' to a point, bounded easterly on Mitchell's Lane; thence turning an exterior angle of  $190^{\circ} 3'$  and proceeding in a generally southerly direction along said westerly line of Mitchell's Lane 31' to the point and place of beginning, bounded easterly on said Mitchell's Lane, said last mentioned course forming an interior angle of  $91^{\circ} 30'$  with the course first mentioned herein.

Containing approximately 101,000 square feet of land, more or less and being all measurements more or less or however otherwise the same may be bounded and described.

Being all measurements more or less or however otherwise the same may be bounded or described.

DK833PG024

EXHIBIT B

NORTHEAST ENGINEERS  
& CONSULTANTS, INC.



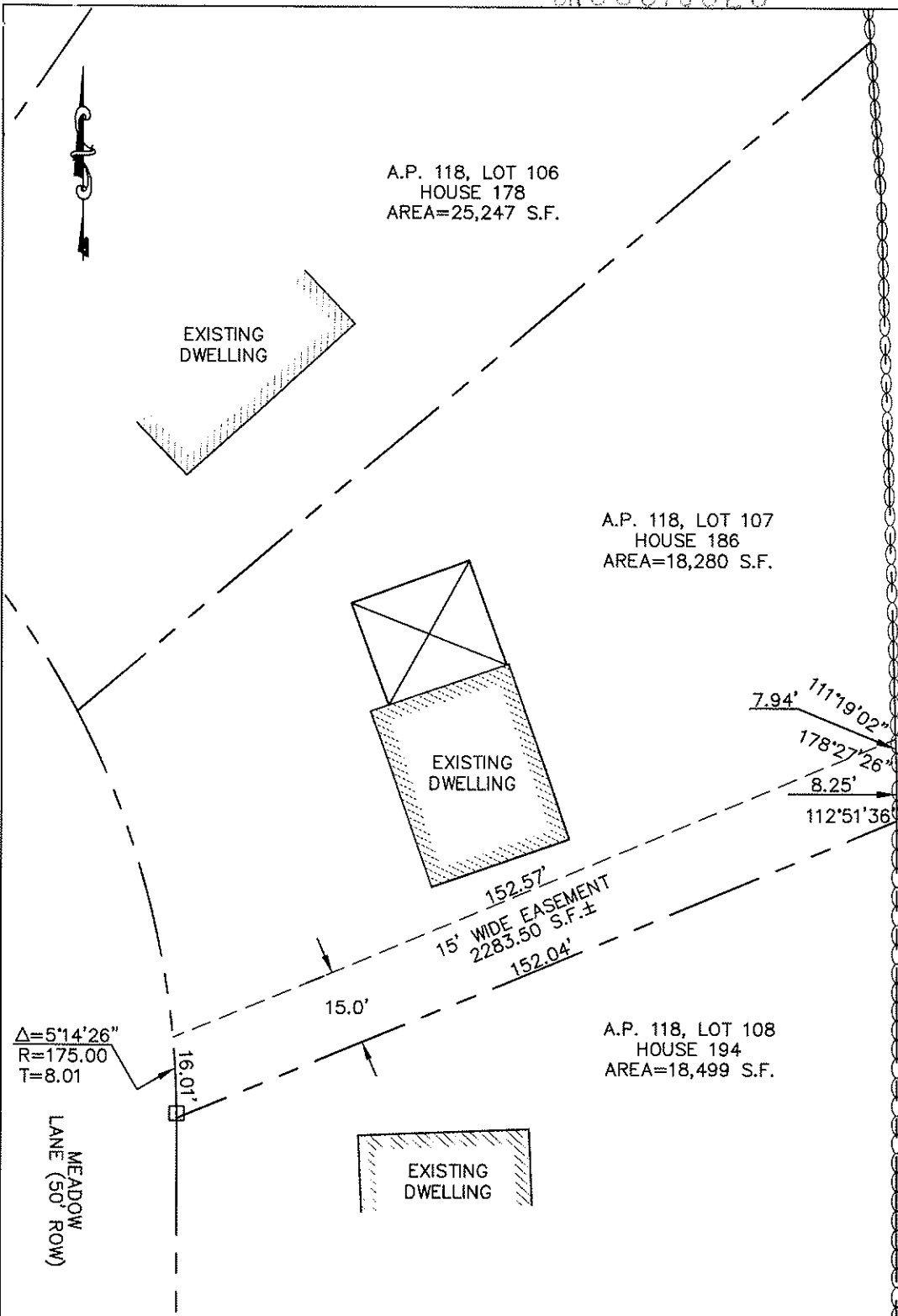
A KNOWLEDGE CORPORATION

42 VALLEY ROAD, MIDDLETOWN, RHODE ISLAND 02842  
401.849.0310 PHONE 401.846.4169 FAX  
WWW.NORTHEASTENGINEERS.COM

CIVIL  
ENVIRONMENTAL  
SURVEYING  
TRANSPORTATION  
STRUCTURAL  
GEOTECHNICAL  
MARINE

**NOTE**

1. NORTH ARROW TAKEN FROM ASSESSORS TAX MAP, TOWN OF MIDDLETOWN.
2. PROPERTY LINES TAKEN FROM PLAN BY BOARMAN ASSOCIATES TITLED "EAST MEADOW SUBDIVISION", DATED 7-19-87, REV 1-13-88.



Scale: 1"=30'	Date: 13JAN04	Designed By: AEO	Drawn By: CSM	Checked By:
Project Title: <b>NEWPORT NATIONAL GOLF</b>		Drawing Title: <b>UTILITY EASEMENT</b>		
Issued for:	Drawing Number: <b>E1</b>	Project Number: <b>03005.2</b>		

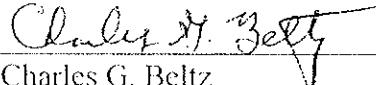
EXHIBIT C

- (a) Mortgage dated December 3, 2002, given by Charles Beltz and Mary Johnson in favor of Bank of Newport securing the principal amount of \$217,000.00, recorded in the Land Evidence Records for the Town of Middletown in Book 706 at Page 010.
  
- (b) Open-End Mortgage dated January 17, 2003, given by Charles Beltz and Mary Johnson in favor of Bank of Newport securing the principal amount of \$30,000.00, recorded in the Land Evidence Records for the Town of Middletown in Book 717 at Page 159.

RECORDED  
INDEXED  
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(01066)

RECEIPT

The undersigned acknowledge receipt of check # 3463 in the amount of \$10,000.00 as payment in full for the utility easement granted across the undersigned's property to MR4A-JV Limited Partnership.

  
\_\_\_\_\_  
Charles G. Beltz

  
\_\_\_\_\_  
Mary H. Johnson