

ehall@crmc.ri.gov

From: Daniel Cole <daniel@thewatchhillconservancy.org>
Sent: Monday, May 6, 2024 10:38 AM
To: ehall@crmc.ri.gov
Subject: Napatree Point Conservation Area Permit 2024-04-008
Attachments: 185-31 tax letter.pdf; 2024-04-008.pdf; Conservation Easement Signed & Map (1).pdf

Emily,

Thank you for your assistance with this permit. Per our conversation, the Westerly Town Assessor, Dave Thompson, noted that the attached letter for Plat185/31-1 is the appropriate document for the attached CRMC permit application (2024-04-008). The Owner name for the file should be updated to The Watch Hill Fire District with the site address as 24 Fort Road, Plat: 185: Lot 31.

I have also attached the executed Conservation Easement between The Watch Fire District and The Watch Hill Conservancy that notes the parcel on the CRMC application is under the easement according to Exhibit A. The lot is referred to as "Lot V" in this document.

Please let me know if there is additional information you need to move the permit forward.

Thank you again,

Daniel Cole
The Watch Hill Conservancy | Napatree Point Conservation Area Manager
1 Bay Street, Westerly, RI 02891
daniel@thewatchhillconservancy.org
(401) 388-0799





Town of Westerly, R. I.

Town Assessor's Office 45 Broad St Westerly RI 02891

Tel (401) 348-2541 Fax (401) 348-2616

COASTAL RESOURCE MANAGEMENT COUNCIL
STEDMAN GOVERNMENT CENTER
TOWER HILL ROAD
WAKEFIELD, RI 02879

TO WHOM IT MAY CONCERN:

RECORDS AT THE ASSESSOR'S OFFICE, TOWN OF WESTERLY, RI, INDICATE
THAT THE FOLLOWING OWN PROPERTY IN SAID TOWN:

NAME: WATCH HILL FIRE DISTRICT

ADDRESS: 222 WATCH HILL RD
WESTERLY, RI 02891

PROPERTY LOCATION: 151 BAY ST
WESTERLY, RI 02891

PLAT/LOT: 185/31-1

LAND EVIDENCE RECORDS: BOOK 2013 PAGE 24988

DATE OF ISSUE: March 13, 2024

SINCERELY,

DAVID B. THOMPSON
TOWN ASSESSOR

Jan 07, 2014 at 02:11P

BOOK 2014 PAGE 340
DOC #: 00000102

CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** is made this 31st day of October, 2013.

WITNESSETH:

WHEREAS, the WATCH HILL FIRE DISTRICT, a Rhode Island non-profit corporation with offices located at 222 Watch Hill Road, Watch Hill, Westerly, Rhode Island, hereinafter called the "Grantor," is the owner in fee simple of certain real property, hereinafter called the "Protected Property," which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation since 1938, which property is known as Napatree Point and also as the Napatree Point Conservation Area and is located in the Watch Hill Fire District, Town of Westerly, County of Washington and State of Rhode Island and is more particularly described in Exhibit A attached hereto and incorporated by this reference; and

WHEREAS, THE WATCH HILL CONSERVANCY is a nonprofit corporation incorporated under the laws of the State of Rhode Island as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), qualified under section 170(h) of the Code and Section of Title, Chapter of the Rhode Island General Laws, 1956, as amended (the "RIGL"), to receive qualified conservation contributions, and having its headquarters at 222 Watch Hill Road, Watch Hill, Rhode Island 02891, hereinafter referred to as the "Grantee," whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS, the Protected Property has significant natural, habitat, scenic and open space values (the "conservation values"); and

WHEREAS, the Protected Property is a significant natural area, a barrier beach, identified (as documented by the Easement Documentation Report) by the United States Fish and Wildlife Service as qualifying as a "significant coastal habitat", by the Rhode Island Natural Heritage Foundation and the Audubon Society of Rhode Island as "a unique natural area" and as one of the most important migratory bird feeding and resting stopover points on the East Coast and by the Rhode Island Natural History Survey as "...a standout in its ecological value..."; and

WHEREAS, the Protected Property consists of varied natural barrier beach community types and is the habitat for a wide variety of plant and animal species, including, as noted by the Rhode Island

Natural History Survey, some 154 species of birds, among them, the American oystercatcher (on Rhode Island's *Concern* list), the great egret (on Rhode Island's *Concern* list), the horned lark (on Rhode Island's *Concern* list), the least tern (on Rhode Island's *Threatened* list), the marsh wren (on Rhode Island's *Concern* list), the northern harrier (on Rhode Island's *Endangered* list), the osprey (on Rhode Island's *Concern* list), the peregrine falcon (on the Federal *Endangered* list), the piping plover (on the Federal *Threatened* list), the roseate tern (on the Federal *Endangered* list), the seaside sparrow (on Rhode Island's *Concern* list), the sora rail (on Rhode Island's *Concern* list), the willet (on Rhode Island's *Concern* list), and the winter wren (on Rhode Island's *Concern* list); and

WHEREAS, accordingly, the Protected Property constitutes a significant natural area which qualifies as a "...relatively natural habitat of wildlife, or plants, or similar ecosystem," and protection of the Property will meet the requirements of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, preservation of the Protected Property is for the scenic enjoyment of the general public, and will yield a significant public benefit, specifically, for recreation not inconsistent with such preservation and for ecological research and education; and

WHEREAS, the State of Rhode Island has authorized the creation of Conservation Easements pursuant to the provisions of Title 34, Chapter 39 of the RIGL, and Grantor and Grantee wish to avail themselves of the provisions of that law; and

WHEREAS, accordingly, preservation of the Protected Property is pursuant to federal, state and local governmental conservation policy and will yield a specific public benefit, specifically for the management of the federally *threatened* piping plover, *Charadrius melodus*, and other species of concern; and

WHEREAS, the specific conservation values of the Protected Property are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantor, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, the Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity; and

WHEREAS, the Protected Property is to be designated "The Chaplin B. Barnes Napatree Point Conservation Area":

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional gift, does hereby give, grant, bargain, sell and convey unto the Grantee a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in its current natural and scenic condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property. Grantor intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Easement.

2. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1 There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, fence, sign, pavement (pervious or impervious), antenna, utility pole, tower, conduit, line, docks, piers or any other temporary or permanent structures or facilities on the Protected Property.

2.2 There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

2.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of non-native trees, shrubs or plants, use of fertilizers, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner.

2.4 There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides.

2.5 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils

2.6 There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property or on adjacent property if owned by Grantor, which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property.

2.7 There shall be no operation of mountain or other bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, or any other types of mechanized vehicles, no launching from any shore of commercial or recreational motorized or kite-propelled vessels, including but not limited to waterskiing, jet skiing and kite-boarding, no hang gliders, no horseback riding, no hunting or shooting, nor shall the Protected Property be used for any commercial recreational activity inconsistent with the ecological preservation contemplated herein.

2.8 There shall be no activities that would endanger the Piping Plover breeding habitat as outlined in Section III of the Guidelines For Managing Recreational Activities In Piping Plover Breeding Habitat On The U.S. Atlantic Coast To Avoid Take Under Section 9 Of The Endangered Species Act (Northeast Region, U.S. Fish and Wildlife Services April 15, 1994) (copy included in the Easement Documentation Report).

3. Grantor's Reserved Rights. The Grantor hereby reserves the following rights:

3.1 The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement as long as such activities are consistent with the purpose of this Conservation Easement and the protection of the conservation values of the Protected Property. Specifically reserved rights include, but are not limited to, the access to the Protected Property by foot or by vehicles for the purposes of medical or safety emergencies, law enforcement or in exercise of other rights reserved herein, including but not limited to the

management of dunes, pathways, etc., the erection of signs relating to safety, conservation and visitor information, the installation of fencing, boardwalks and bird nesting platforms; and the installation of railings, netting or other safety measures as needed at the remains of Fort Mansfield. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing allowing Grantee to determine whether such change would violate the terms of this Conservation Easement.

3.2 The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Easement and written notice is provided to Grantee in accordance with paragraph 12 below.

3.3 The right to manage and maintain the dunes and the remains of Fort Mansfield as they currently exist on the Protected Property, as identified in the Easement Documentation Report. Said reserved right includes actions taken to make the remains safe, even if such action results in the expansion of structure, and the dismantling and/or burying of the remains with dredge spoil or other suitable fill.

3.4 The right to cut, treat with environmentally approved herbicides and remove diseased trees, shrubs, or plants, invasive species and to cut firebreaks, subject to the prior written approval of Grantee pursuant to paragraphs 3.6 and 4.5 below, except that such approval shall not be required in the case of emergency firebreaks.

3.5 Grantor and Grantee acknowledge that the exercise of any reserved right enumerated herein by the Grantor shall not relieve Grantor from complying with or obtaining any permit from any applicable governmental authority prior to the exercise thereof.

3.6 Grantor and Grantee acknowledge that a Memorandum of Understanding exists between the Grantor and the U.S. Fish & Wildlife Service and that the Grantor intends to abide by the said memorandum (copy included in the Easement Documentation Report).

3.7 The right to take whatever action that is reasonably necessary to maintain vehicular and foot access to the Protected Property from the east, as shown on Exhibit A, to repair and return to prior status any breach of the Protected Property by flooding or erosion due to storm or other cause and to manage the beach and dunes of the Protected Property.

4. Grantee's Rights. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

4.1 Preservation. The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right to enter the Protected Property at all reasonable times and with prior notice and, if necessary, across other lands retained by the Grantor, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, to manage them, if necessary, to ensure their continued presence and viability on the Protected Property and to cooperate and share management with other conservation entities such as the U.S. Fish & Wildlife Service, the Rhode Island Department of Environmental Management, the Rhode Island Coastal Resources Management Council, the Audubon Society of Rhode Island or The Nature Conservancy. Such activities shall be in accordance with management practices of Grantee. Any such management activities shall be set forth in a written management plan, to be reviewed by the Grantor.

4.4 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property to the condition that existed prior to the activity complained of that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraph 2 above, or for any activities requiring Grantee's consent under paragraph 3.1 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such

activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Grantee's consent under paragraph 3.1, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair the conservation values of the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

5. Access. The Protected Property has been accessible and used by the general public, as described in the Easement Documentation Report, and shall continue to be accessible and used by the general public as long as such public accessibility and use is consistent with the ecological preservation contemplated herein. Said accessibility and use by the general public is also subject to any and all laws, statutes, rules and regulations promulgated by the federal government, the State of Rhode Island and the Town of Westerly.

6. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantee may suffer or incur as a result of or arising out of the activities of Grantor on the Protected Property.

Grantee agrees to release, hold harmless, defend and indemnify Grantor from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantee on the Protected Property.

Grantee shall establish and maintain, for the duration of this Conservation Easement, a separate account ("Conservation Easement Monitoring and Enforcement Fund") of liquid assets, the sole purpose of which is to defend against any potential violations of the terms of this Conservation Easement. In addition, the Grantee agrees to defend the Protected Property, along with the Grantor, against third parties whose actions violate or might violate the terms of this Conservation Easement, as it has done in the past. The amount of funds to be retained in these accounts shall be reasonable and consistent with amount held by other land trusts in similar situations.

7. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the land is to be executed upon, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Protected Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement.

8. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

9. Hazardous Waste. The Grantor covenants and represents that to the best of Grantor's knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property except for the possibility of buried munitions located in and around the remains of Fort Mansfield.

10. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt

requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant, although the parties hereto are not prohibited from introducing other evidence. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court.

10.1 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.

10.2 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

10.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by unauthorized

wrongful acts of third persons or entities, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

10.4 Standing. By virtue of Grantee's acquisition of rights under this Conservation Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the property which is subject to this Conservation Easement.

11. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor and Grantee but also their lessees, agents, personal representatives, successors and assigns, and all other successors to Grantee and Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.

12. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days in advance. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way, nor shall such failure impair the validity of any transfer.

13. Right of First Refusal. The Grantor hereby gives to the Grantee a Right of First Refusal to purchase the Protected Property. The conditions of this Right of First Refusal shall be such that whenever the Grantor receives a bona fide written offer to purchase all or any part of the Protected Property, Grantor shall deliver to the Grantee, by certified mail, return receipt requested, a duplicate original of the written offer, together with such other instruments as may be required to show the bona fides of the offer. The Grantee may elect to purchase the Protected Property at the offered price and upon such other terms and conditions not less favorable to the Grantor than those contained in the offer by giving to the Grantor by certified mail, return receipt requested, written notice of such election within ninety (90) days after delivery of the offer to the Grantee. The Grantee's failure to elect to exercise a particular right to purchase the Protected

Property when offered shall not affect the continued existence or enforceability of this Right of First Refusal as it may apply to other portions of the Protected Property subsequently offered or to successors in interest to the Grantor and such successors in interest shall be bound thereby.

14. No Extinguishment Through Merger. Grantor and Grantee herein agree that should The Watch Hill Conservancy come to own all or a portion of the fee interest in the Protected Property, (i) The Watch Hill Conservancy as successor in title to Grantor shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Protected Property by this Conservation Easement, as provided in paragraph 2; (ii) this Conservation Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) The Watch Hill Conservancy as promptly as practicable shall assign the Grantee's interests in this Conservation Easement of record to a qualified environmental organization as that term is defined in Section 170(h)(3) of the Code, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code in conformity with the requirements of this paragraph 14. Any instrument of assignment of this Conservation Easement or the rights conveyed herein shall refer to the provisions of this paragraph 14 and shall contain language necessary to continue it in force.

15. Amendment. In the event that the Protected Property is affected by unusual and unforeseen circumstances and conditions, Grantor and Grantee by mutual consent may amend this easement; provided that the amendment is not inconsistent with the conservation purpose of this easement; will not result in a net degradation of the conservation values of the Protected Property; will not affect the enforceability of the easement does not allow any new structures on the Protected Property beyond what is permitted by this Conservation Easement on its effective date; and is accomplished in compliance with any applicable state statute and with section 170(h) of the Code. Any such amendment shall be recorded in the official land records of the Town of Westerly, Rhode Island.

16. Assignment. The parties hereto recognize and agree that the benefits of this easement are in gross and assignable, and the Grantee hereby covenants and agrees that in the event it transfers or assigns the easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the

Code, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

17. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the Protected Property as a whole at that time.

That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions takes place, which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall not be entitled to any portion of the proceeds.

18. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds, with the remaining proceeds to be given to the Grantor.

19. The conveyance of this Conservation Easement by the Grantor to the Grantee shall not relieve Grantor of the obligation and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses of the Protected Property.

20. Miscellaneous Provisions.

20.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use.

20.3 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

20.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

20.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

20.6 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing: Grantor: 222 Watch Hill Road, Westerly, RI 02891. Grantee: 222 Watch Hill Road, Westerly, RI 02891.

20.7 Compliance Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document that may be requested by Grantor, including an estoppel certificate or compliance certificate, to certify to the best of Grantee's knowledge Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise to evidence the status of this Conservation Easement. Grantor shall allow

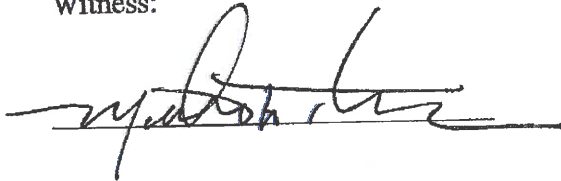
access to Grantee adequate and within a sufficient time for Grantee to make a determination sufficient to enable the execution of such certificate.

20.8 Effective Date. Grantor and Grantee intend that the Conservation Easement arising hereunder to take effect on the day and year this Deed of Conservation Easement is recorded in the Land Evidence Records of the Town of Westerly, Rhode Island, after all required signatures have been affixed hereto. This Conservation Easement shall be timely recorded. Grantee may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Conservation Easement.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee forever.

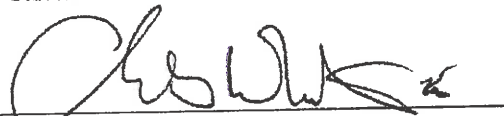
IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

Witness:

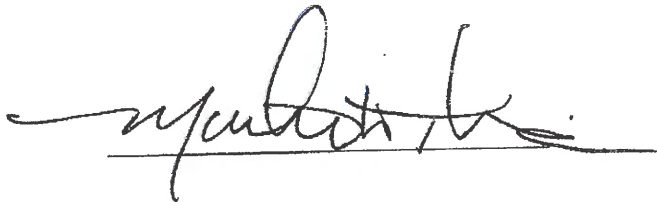


WATCH HILL FIRE DISTRICT, Grantor

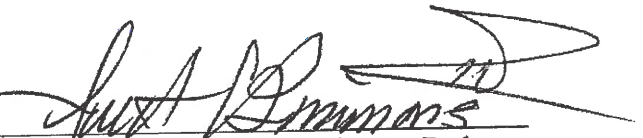
By:



Charles S. Whitman III, Moderator,
duly authorized

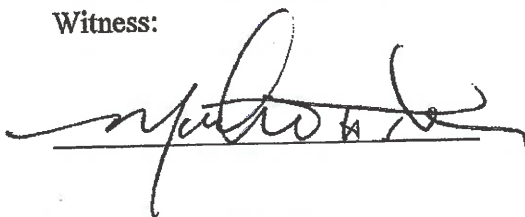


By:



Grant G. Simmons III, Chairman, Parks
Commission, duly authorized

Witness:



THE WATCH HILL CONSERVANCY,
Grantee

By:



Chaplin B. Barnes, Vice President
duly authorized

STATE OF RHODE ISLAND

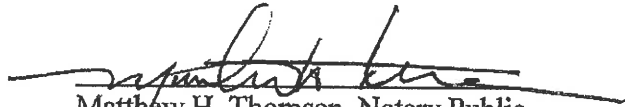
)

) SS: Westerly

COUNTY OF WASHINGTON

)

On this 31st day of October, 2013, before me personally appeared CHARLES S. WHITMAN III and GRANT G. SIMMONS III, to me personally known, who, being by me duly sworn did say that they are the Moderator and Chairman of the Parks Commission of the Watch Hill Fire District, respectively; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.



Matthew H. Thomsen, Notary Public

My Commission Expires: Jan. 27, 2014

STATE OF RHODE ISLAND

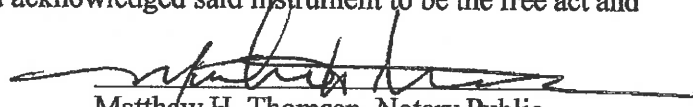
)

) SS: Westerly

COUNTY OF WASHINGTON

)

On this 31st day of October, 2013, before me personally appeared CHAPLIN B. BARNES, to me personally known, who, being by me duly sworn did say that he is the Vice President of The Watch Hill Conservancy; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.



Matthew H. Thomsen, Notary Public

My Commission Expires: Jan. 27, 2014

EXHIBIT A

Those certain pieces or parcels of land located westerly of Bay Street in the Town of Westerly, County of Washington and State of Rhode Island and being shown as Lots A, H, M, P, Q, R, S, T and V on a plan entitled "Conservation Easement Plan, Prepared For, watch Hill Fire District, The Chaplin B. Barnes Napatree Point Conservation Area, Bay Street, Westerly, Rhode Island, Scale 1"=300', January 2, 2014" prepared by Cherenzia & Associates LTD and containing in total 60.01 acres of land more or less, which plan is recorded immediately after this document.

DONNA L. GIORDANO MMC TOWN CLERK
WESTERLY, RI RET: M. Thomson 8

Official Receipt for Recording in:

Westerly Town Clerk
45 Broad Street
Westerly, Rhode Island 02891

Issued To:

ORSINGER NARDONE LALLO THOMSEN
42 GRANITE STREET
PO BOX 558
WESTERLY RI 02891

Recording Fees

Filing Type	Number	Volm	Page	Time	Recording Amount
Easement	00000102	02014	00340	02:11:36p	60.00
				DR-WATCH HILL FIRE DISTRICT	
				IN-WATCH HILL CONSERVANCY	
Historical Preservation State	00000102			02:11:36p	3.00
Historical Preservation Town	00000102			02:11:36p	1.00
Plat	20140002	02014	00002	02:13:48p	45.00
				DR-WATCH HILL FIRE DISTRICT	
				IN-BAY STREET	
Historical State Preservation-Plat	20140002			02:13:49p	3.00
Historical Town Preservation-Plat	20140002			02:13:49p	1.00
					113.00

Collected Amounts

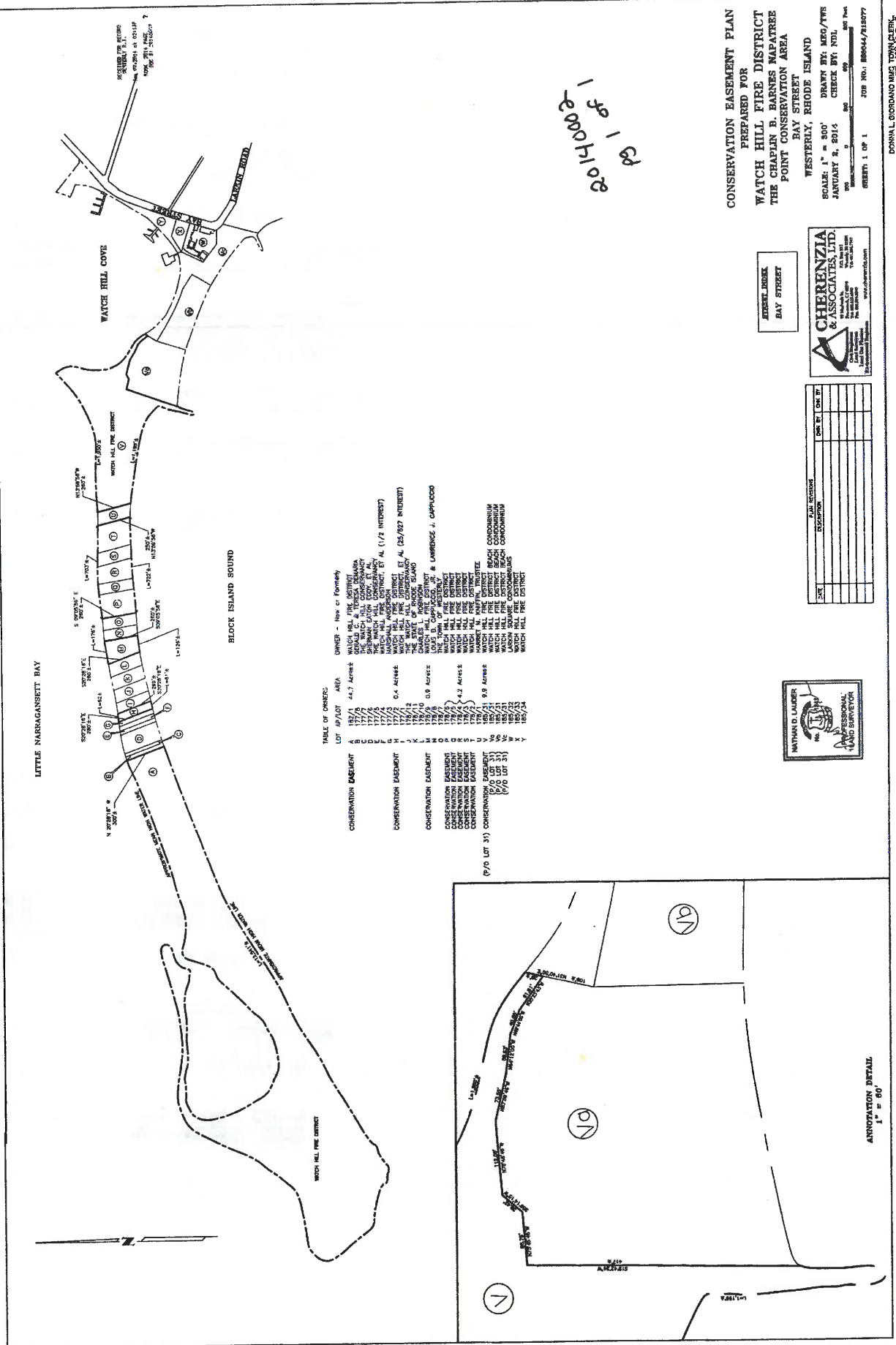
Payment Type	Amount
Check	388
	113.00
	113.00

Total Received : 113.00
Less Total Recordings: 113.00
Change Due : .00

Thank You
DONNA L. GIORDANO - Town Clerk

By - Town Clerk

Receipt# Date Time
0092864 01/07/2014 02:14p



2014108-1
pg 1 of 2

CONSERVATION EASEMENT PLAN
 PREPARED FOR
 WATCH HILL FIRE DISTRICT
 THE CHAPLIN B. BARNES MAPATREE
 POINT CONSERVATION AREA
 BAY STREET
 WESTERLY, RHODE ISLAND
 SCALE: 1" = 300'
 JANUARY 2, 2014
 DRAWN BY: MEG/TPR
 CHECK BY: NUL
 SHEET 1 OF 1
 JOB NO.: 88044/718077

WESTERLY
 BAY STREET



DATE	BY	DESCRIPTION	OWN BY	CHK BY



TABLE OF OWNERS

LOT	AP/LOT	AREA	OWNER - Name or Family
182/1	44.7	Acres	WATCH HILL FIRE DISTRICT
177/1			THE WATCH HILL CONSERVATION
177/2			THE WATCH HILL CONSERVATION
177/3			THE WATCH HILL CONSERVATION
177/4			THE WATCH HILL CONSERVATION
177/5			THE WATCH HILL CONSERVATION
177/6			THE WATCH HILL CONSERVATION
177/7			THE WATCH HILL CONSERVATION
177/8			THE WATCH HILL CONSERVATION
177/9			THE WATCH HILL CONSERVATION
177/10			THE WATCH HILL CONSERVATION
177/11			THE WATCH HILL CONSERVATION
177/12			THE WATCH HILL CONSERVATION
177/13			THE WATCH HILL CONSERVATION
177/14			THE WATCH HILL CONSERVATION
177/15			THE WATCH HILL CONSERVATION
177/16			THE WATCH HILL CONSERVATION
177/17			THE WATCH HILL CONSERVATION
177/18			THE WATCH HILL CONSERVATION
177/19			THE WATCH HILL CONSERVATION
177/20			THE WATCH HILL CONSERVATION
177/21			THE WATCH HILL CONSERVATION
177/22			THE WATCH HILL CONSERVATION
177/23			THE WATCH HILL CONSERVATION
177/24			THE WATCH HILL CONSERVATION
177/25			THE WATCH HILL CONSERVATION
177/26			THE WATCH HILL CONSERVATION
177/27			THE WATCH HILL CONSERVATION
177/28			THE WATCH HILL CONSERVATION
177/29			THE WATCH HILL CONSERVATION
177/30			THE WATCH HILL CONSERVATION
177/31			THE WATCH HILL CONSERVATION
177/32			THE WATCH HILL CONSERVATION
177/33			THE WATCH HILL CONSERVATION
177/34			THE WATCH HILL CONSERVATION
177/35			THE WATCH HILL CONSERVATION
177/36			THE WATCH HILL CONSERVATION
177/37			THE WATCH HILL CONSERVATION
177/38			THE WATCH HILL CONSERVATION
177/39			THE WATCH HILL CONSERVATION
177/40			THE WATCH HILL CONSERVATION
177/41			THE WATCH HILL CONSERVATION
177/42			THE WATCH HILL CONSERVATION
177/43			THE WATCH HILL CONSERVATION
177/44			THE WATCH HILL CONSERVATION
177/45			THE WATCH HILL CONSERVATION
177/46			THE WATCH HILL CONSERVATION
177/47			THE WATCH HILL CONSERVATION
177/48			THE WATCH HILL CONSERVATION
177/49			THE WATCH HILL CONSERVATION
177/50			THE WATCH HILL CONSERVATION
177/51			THE WATCH HILL CONSERVATION
177/52			THE WATCH HILL CONSERVATION
177/53			THE WATCH HILL CONSERVATION
177/54			THE WATCH HILL CONSERVATION
177/55			THE WATCH HILL CONSERVATION
177/56			THE WATCH HILL CONSERVATION
177/57			THE WATCH HILL CONSERVATION
177/58			THE WATCH HILL CONSERVATION
177/59			THE WATCH HILL CONSERVATION
177/60			THE WATCH HILL CONSERVATION
177/61			THE WATCH HILL CONSERVATION
177/62			THE WATCH HILL CONSERVATION
177/63			THE WATCH HILL CONSERVATION
177/64			THE WATCH HILL CONSERVATION
177/65			THE WATCH HILL CONSERVATION
177/66			THE WATCH HILL CONSERVATION
177/67			THE WATCH HILL CONSERVATION
177/68			THE WATCH HILL CONSERVATION
177/69			THE WATCH HILL CONSERVATION
177/70			THE WATCH HILL CONSERVATION
177/71			THE WATCH HILL CONSERVATION
177/72			THE WATCH HILL CONSERVATION
177/73			THE WATCH HILL CONSERVATION
177/74			THE WATCH HILL CONSERVATION
177/75			THE WATCH HILL CONSERVATION
177/76			THE WATCH HILL CONSERVATION
177/77			THE WATCH HILL CONSERVATION
177/78			THE WATCH HILL CONSERVATION
177/79			THE WATCH HILL CONSERVATION
177/80			THE WATCH HILL CONSERVATION
177/81			THE WATCH HILL CONSERVATION
177/82			THE WATCH HILL CONSERVATION
177/83			THE WATCH HILL CONSERVATION
177/84			THE WATCH HILL CONSERVATION
177/85			THE WATCH HILL CONSERVATION
177/86			THE WATCH HILL CONSERVATION
177/87			THE WATCH HILL CONSERVATION
177/88			THE WATCH HILL CONSERVATION
177/89			THE WATCH HILL CONSERVATION
177/90			THE WATCH HILL CONSERVATION
177/91			THE WATCH HILL CONSERVATION
177/92			THE WATCH HILL CONSERVATION
177/93			THE WATCH HILL CONSERVATION
177/94			THE WATCH HILL CONSERVATION
177/95			THE WATCH HILL CONSERVATION
177/96			THE WATCH HILL CONSERVATION
177/97			THE WATCH HILL CONSERVATION
177/98			THE WATCH HILL CONSERVATION
177/99			THE WATCH HILL CONSERVATION
177/100			THE WATCH HILL CONSERVATION

ANNOVATION DETAIL
 1" = 60'

DOWNHILL SOUNDING MAP TOWN OF WESTERLY, RI
 WESTERLY, RI 02891