EASEMENT

This EASEMENT (this "Easement") is made and entered into this 14 day of October, 2025 (the "Effective Date"), by and between the Town of Coventry, Rhode Island, having an address for purposes of this Easement of 1670 Flat River Road, Coventry, Rhode Island, (hereinafter the "Grantor") and Domenico A. Picozzi, of 506 Hope Furnace Road, Coventry Rhode Island (hereinafter "Grantee"), Grantor and Grantee are sometimes collectively referred to herein as **"Parties"** and individually, as a "Party".

RECITALS

WHEREAS, Grantor is the owner those certain parcels of land situated off Hope Furnace Road consisting of 34.27 acres upon which presently sits the Washington Oak Elementary School, in the Town of Coventry, Rhode Island, being further described Tax Assessor's Plat 90/Lot 15 on records of the Town of Coventry Tax Assessor **(the "Premises")**.

WHEREAS, Grantee is the owner that certain lot of land situated off Read School House Road, being further described Tax Assessor's Plat 89/Lot 9 on the records of the Town of Coventry Tax Assessor (the "**Benefited Lot**").

WHEREAS, Grantor maintains a paved right of way (the "**Right of Way**") on the Premises, as depicted on that certain map labeled "PICOZZI PLAT" prepared by E. Greenwich Surveyors, LLC, 1050 Main Street, Suite 31, East Greenwich Rhode Island 02818, Kirk D. Andrews, PLS, No. 1684, 3/21/25, as depicted on **Exhibit A** attached hereto.

WHEREAS, Grantee desires an easement over and on a certain portion of the Right of Way, for the benefit of the Benefited Lot, said portion as further described in **Exhibit B** annexed hereto and incorporated herein by reference (the "**Easement Area**") for the purposes of ingress and egress to the Benefited Lot for itself and its invitees.

WHEREAS, Grantor is willing to grant an easement over and on the Easement Area for the benefit of the Benefited Lot, as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, for the benefit of the Benefited Lot, a non-exclusive easement over and across the Easement Area for ingress and egress by foot, vehicle, or other reasonable means of access, for Grantee and their agents, invitees, and licensees. This Easement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Easement does not grant access beneath the surface of the Easement Area. Any access beneath the Easement Area requires prior written approval from the Department of Public Works, along with the issuance of a Road Opening Permit pursuant to the Coventry Town Code, including but not limited to Sections 209-6 and 209-9, as amended.

2. Obstructions. The Grantee hereby covenants that it shall not build, place, or allow to be built or placed, any structure or obstruction of any kind on or around the Easement Area which obstructs access to the Easement Area and/or the Premises. Grantee shall not use the Easement Area in any manner which interferes with Grantor's use of the Premises. Grantee hereby covenants that Grantee will not in any way interfere with Grantor's maintenance, repair or upkeep of the Easement Area.

3. Grantee Warrantees and Indemnification. Grantee hereby warrants that, in the event Grantee seeks to develop the Benefited Lot, any development of the Benefited Lot shall be limited to no more than four (4) buildable lots. Grantee agrees to indemnify and hold harmless Grantor, its officers, agents, employees, contractors, successors and assigns, from and against any and all liabilities, claims, demands, judgments, damages and injuries, whether actual or prospective, resulting directly or indirectly, in whole or in part, from the Grantee's, its employees' agents', invitees' and/or licensees' use of the Easement Area as permitted herein. Grantee agrees that in the event Grantee is required to or in fact places casualty and liability insurance on the Easement Area or any private right of way constructed on the Benefited Lot, that the Grantee shall name the Grantor as an additional insured.

4. Recordation; Possession. This Agreement shall be recorded by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that Grantee, for itself and its assigns and successors, shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.

5. Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Rhode Island, without regard to conflicts of law principles.

6. Severability. All provisions of this Agreement are severable, and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

7. Amendment. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto or their respective successors in interest.

8. Successors and Assigns. This Agreement shall be binding on the Parties hereto and their respective successors, heirs and assigns.

9. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.

IN WITNESS WHEREOF, this Easement has been executed and delivered under seal on this 14th day of October, 2025.

Grantee:

Domenico A. Picozzi

Grantor

Town of Coventry

By: John-Paul A. Verducci
Its: Town Council President,
Coventry, Rhode Island

STATE OF RHODE ISLAND
COUNTY OF KENT

In Coventry in said County on the 14th day of October 2025, before me, Domenico A. Picozzi of Coventry to me known, and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed to be his free act and deed.

Notary Public
Printed name: Joanne P. Amitrano
My commission expires: 7/1/2026

JOANNE P AMITRANO NOTARY PUBLIC Commission # 777546 STATE OF RHODE ISLAND

STATE OF RHODE ISLAND
COUNTY OF KENT

In Coventry in said County on the 14th day of October, 2025, before me personally appeared John-Paul Verducci of Coventry, to me known and known by me to be the party executing the foregoing instrument on behalf of the Town of Coventry, a Rhode Island municipal corporation and he acknowledged said instrument, by him executed to be his free act and deed and the free act and deed of said Town of Coventry.

Notary Public
Printed name: Joanne P. Amitrano
My commission expires: 7/1/2026

JOANNE P AMITRANO NOTARY PUBLIC Commission # 777546 STATE OF RHODE ISLAND

INST: 00005808
Bk: 2341 Pg: 976

Exhibit B

Access & Utility Easement

That certain easement situated on the westerly side of Read School House Road in the Town of Coventry, County of Kent and State of Rhode Island is bounded and described as follows;

Beginning at a point in the westerly line of said Read School House Road, said point being the northeasterly corner of herein described easement;

Thence turning and running southwestelry 439.22 feet to a point;

Thence turning an interior angle of 174°58'24" and running southwesterly 65.44 feet;

Thence turning an interior angle of 154°05'52" and running southwesterly 258.28 feet to a point;

Thence turning an interior angle of 193°13'57" and running southwesterly 225.30 feet to a point;

Thence turning an interior angle of 188°07'39" and running southwesterly 88.66 feet to a point;

Thence turning an interior angle of 62°11'57" and running southeasterly 108.54 feet to a point;

Thence turning an interior angle of 93°49'07" and running northeasterly 88.64 feet to a point;

Thence turning an interior angle of 192°21'09" and running northeasterly 181.95 feet to a point;

Thence turning an interior angle of 170°18'59" and running northeasterly 277.02 feet to a point;

Thence turning an interior angle of 197°32'05" and running northeasterly 47.64 feet to a point;

Thence turning an interior angle of 193°20'34" and running northeasterly 432.85 feet to a point;

Thence turning an interior angle of 92°25'17" and running northwesterly bounded northeasterly by said Read School House Road 40.00 feet to the point and place of beginning;

Said last course forms an interior angle of 87°35'00" with first described course.

Said parcel contains 53,241.45 square feet (1.22 acres).

TOWN OF COVENTRY, R.I.
Nov 12,2025 12:35P
JOANNE P ANITRANO, TOWN CLERK