



**DECLARATION OF CONSERVATION RESTRICTION  
AND ACCESS EASEMENT**

This Declaration of Conservation Restriction and Access Easement ("Declaration") is made this 21 day of AUGUST, 2018, by and between Cynthia F. Knight, as Executor of the Estate of John D. Frisella, ("Grantor"), having an address of 129 Pearls Way, and the STATE OF RHODE ISLAND and its authorized representatives, successors and assigns ("Grantee"), having an address of Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade Street, Providence, Rhode Island 02908.

WITNESSETH:

1. WHEREAS, Grantor is the owner in fee simple of a parcel of land located at 129 Pearl's Way in the Town of South Kingstown, Village of Peace Dale, Washington County, State of Rhode Island, more particularly described by deed dated April 22, 2002, recorded in the Records of Land Evidence for the Town of South Kingstown, Rhode Island at Book 0967, Page 044 attached hereto as **Exhibit A** and made a part hereof (the "Property"); and

2. WHEREAS, the State of Rhode Island and the United States Environmental Protection Agency ("EPA") have determined that the Property and certain land in close proximity to the Property contain hazardous materials and other adverse environmental conditions; and

3. WHEREAS, the Property is part of the Rose Hill Regional Landfill Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on October 4, 1989; and

4. WHEREAS, in a Record of Decision dated December 20, 1999, as amended by an Explanation of Significant Differences dated September 18, 2008 (the "ROD"), the EPA Region 1 Regional Administrator selected a "remedial action" for the first operable unit at the Site, which provides, in part, for the following actions at the Solid Waste Area, Bulky Waste Area and elsewhere on the Site:

a. Excavate and consolidate the Bulky Waste Area landfill materials onto the Solid Waste Area landfill;

b. Collect and effectively manage leachate and waters collected from runoff and de-watering operations during the excavation of the Bulky Waste Area;

c. Construct a multi-layer hazardous waste cap using innovative and cost efficient cover materials, as may be appropriate and as further defined in design, over the extent of the Solid Waste Area landfill and consolidated Bulky Waste Area materials;

d. Inspect and monitor the integrity and performance of the landfill cap over time;

e. Assess, control, collect, and treat landfill gas emissions by a passive gas collection system and conduct monitoring of landfill gas concentrations to assess the need to modify the landfill gas collection system by instituting an active internal and perimeter gas collection system and thermal treatment of such gasses through the use of an enclosed flare as may be required to protect human health or the environment;

f. Implement access restrictions and Institutional Controls (land title restrictions including, but not limited to, easements and restrictive covenants) on land use and the use of, or hydraulic alteration of, groundwater where Preliminary Remediation Goals (PRGs) (based on MCLs, MCLGs) and/or other health based standards are exceeded;

g. Install a chain link fence and/or other physical barriers where necessary to prevent Site access, injury and/or exposure;

h. Long-term monitoring of surface water, groundwater, air and leachate emergence;

i. Perform operation and maintenance activities throughout the life of the remedy; and

j. Conduct statutory five year reviews as required.

5. WHEREAS, a consent decree, Docket No. CA 02-535 ML, was entered in the United States District Court for the District of Rhode Island on March 13, 2003 ("Consent Decree") to resolve the case of U.S. and State of Rhode Island v. Town of South Kingstown, RI and Town of Narragansett, RI;

6. WHEREAS, the parties hereto have agreed pursuant to the Consent Decree to: (1) grant a permanent right of access over the Property to the Grantee and EPA for purposes of implementing, facilitating and monitoring the remedial action; and (2) impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment by protecting the remedial action which has been and will be taken at the Site; and

7. WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

8. Grant: For and in consideration of the terms of the Consent Decree and other good and valuable consideration paid and the agreements and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor, on behalf of itself, its successors and assigns, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, with general warranties of title: (1) the perpetual right to enforce said use restrictions; and (2) a conservation restriction pursuant to Title 34, Chapter 39 of the General Laws of Rhode Island, as amended, and an access easement, of the nature and character and for the purposes hereinafter set forth, with respect to the Property. These restrictions are exempt from the thirty-year limitation on restrictive covenants pursuant to Title 34, Chapter 4-21 of the General Laws of Rhode Island.

9. Purpose: It is the purpose of this Declaration to give the Grantee the right to implement and/or monitor the remedial action to assure that the Property will be used only for purposes that are compatible with the remedial action and to ensure that the Property will not be used in a manner that will pose a threat to human health or the environment.

10. Covenant, Conditions and Restrictions on Use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land, and are binding on the Grantor and Grantor's successors, successors in title and assigns:

a. Ground water underlying the Property shall not be extracted, consumed, exposed or utilized in any way, except for the limited purpose of treating and monitoring groundwater contamination levels in accordance with plans approved by the Grantee. Groundwater supply wells shall not be installed or utilized on any part of the Property, nor shall the hydrology of such groundwater be altered in any way, including through the entrainment or migration of such groundwater due to hydraulic alteration.

b. No use or activity shall be permitted on the Property which may impede the construction or implementation of the remedial action or which will disturb any of the remedial measures implemented as of the date hereof or in the future as the first operable unit. Such remedial measures include, without limitation, the collection, treatment, and discharge of ground water; the construction of a multi-layer protective cap; the monitoring of ground water, surface waters and soil; and the assessment, control, collection, and treatment of landfill gas emissions. The remedial measures implemented at the Site as the first operable unit as of the date hereof are noted on the plan entitled, "Rhode Island Department of Environmental Management, Rose Hill Superfund Site, South Kingstown, Rhode Island, Phase II - Landfill Closure", P&D Contract No. B06434, Record Drawings, September 2008: Sheets 1-2, 4-11, 16-17, 17A and 18-21 of 21; by The Louis Berger Group, Inc., 295 Promenade St., Providence, RI 02908, recorded in the Records of Land Evidence for the Town of South Kingstown, Rhode Island at Plan Book C2010, Pages 5 through 17 inclusive.

c. There shall be no disturbance of the surface or subsurface of the land by filling, drilling, excavation, removal of topsoil, rock or minerals, or change of the topography in any manner, without the prior written approval of Grantee.

d. Grantor shall not act in any manner that would interfere with or adversely affect the integrity or protectiveness of the monitoring infrastructure installed as part of the remedial measures implemented at or in connection with the Site.

11. Modification or Termination of Restrictions: The above restrictions may be modified or terminated, in whole or in part, by the Grantee, in writing and recorded with the Records of Land Evidence of the Town of South Kingstown, subject to review and written concurrence of EPA. All expenses and costs of drafting and recording any modifications or terminations shall be borne by the Grantor. If requested by the Grantor, such writing will be executed by the Grantee in recordable form.

12. Environmental Protection/Conservation and Access Easement: Grantor hereby grants to the Grantee and EPA as third party beneficiary an irrevocable, permanent and continuing right of access at all reasonable times to the Property for the purposes of conducting any activity related to the Consent Decree, including but not limited to:

a. Implementing the response actions in the ROD, including but not limited to the collection, treatment, and discharge of ground water; the excavation, dewatering, storage, consolidation, treatment and disposal of soils; the construction of a multi-layer protective cap; the monitoring of ground water, surface waters and soil; and the assessment, control, collection, and treatment of landfill gas emissions;

b. Verifying any data or information submitted to EPA and the State;

c. Verifying that no action is being taken on the Property in violation of the terms of this Declaration or of any federal or state environmental laws or regulations;

d. Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples; and

e. Assessing the need for, planning or implementing additional or new response actions at or near the Site.

13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

14. No Limitation on Access: Nothing in this document shall limit or otherwise affect EPA's or the State of Rhode Island's or their agents' rights of entry and access provided by law or regulation or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300 ("NCP"), or other federal law.

15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this Declaration.

16. Notice requirement: Grantor, and any person who subsequently acquires any interest in the Property, including, but not limited to, by deeds, leases, and mortgages, shall give (a) written notice of the Consent Decree and this Declaration to the person or entity that will receive the conveyance ("transferee"), and (b) written notice of the conveyance to Grantee and EPA, including the name and address of the transferee and the date on which the Grantor gave the notice to that transferee. Such transfer shall take place only if the transferee agrees, as a part of the agreement to purchase or otherwise obtain the Property, that it will comply with the obligations of the Grantor to provide access to the Property and with all of the Declarations set forth herein. Grantor agrees to include in any instrument conveying an interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DECLARATION OF CONSERVATION RESTRICTION AND ACCESS EASEMENT, DATED AUGUST 21, 2018, RECORDED IN THE RECORDS OF LAND EVIDENCE FOR THE TOWN OF SOUTH KINGSTOWN, RHODE ISLAND ON AUGUST 21, 2018, IN BOOK 1683, PAGE 582, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF RHODE ISLAND AND THE UNITED STATES OF AMERICA AND THEIR SUCCESSORS AND ASSIGNS.**

The failure to include such a provision shall not affect the validity or applicability to the Property of this Declaration.

17. Copy of Notice. Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

18. Administrative jurisdiction: The Rhode Island Department of Environmental Management is the state agency having administrative jurisdiction over

the interests acquired by the State of Rhode Island through this Declaration. The Director of the Rhode Island Department of Environmental Management or his or her delegatee shall exercise the discretion and authority granted to the State herein. If the State of Rhode Island assigns its interest(s) created by this Declaration, unless it provides otherwise in any such assignment document, the discretion and authority referred to in this paragraph shall also be assigned, unless otherwise provided in the assignment document, and a document evidencing same shall be recorded with the Records of Land Evidence of the Town of South Kingstown, Rhode Island.

19. Enforcement: The Grantee shall be entitled to enforce the terms of this Declaration by resort to specific performance or legal process. All reasonable costs and expenses of the Grantee, including but not limited to attorneys' fees, incurred in any such enforcement action shall be borne by the Grantor or its successors in interest to the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including those provided under CERCLA. Enforcement of the terms of this Declaration shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this Declaration in the event of a breach of any term of this Declaration shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this Declaration. The EPA is a third party beneficiary to this Easement and is entitled to all the rights and privileges accorded to third party beneficiaries under Rhode Island law, including enforcement rights. Nothing in this document shall limit or otherwise affect EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

20. Damages: Grantee shall be entitled to recover damages for violations of the terms of this Declaration, or for any injury to the remedial action, to the public or to the environment protected by this Declaration.

21. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription against the United States or the State of Rhode Island in any action taken to enforce the terms of this Declaration. In accordance with the Rhode Island General Laws, Title 34, Chapter 39, entitled, "Conservation and Preservation Restrictions on Real Property," no provision of this Declaration shall be unenforceable on account of (i) lack of privity of estate or contract, (ii) lack of benefit to a particular land, (iii) the benefit being assignable or being assigned to any governmental body or to any entity with like purposes, or (iv) any other doctrine of property law which might cause the termination of the provision.

22. Covenants: Grantor, for itself and for its heirs, successors, successors in title, assigns, executors, and administrators, hereby covenants to and with the Grantees and their assigns that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to grant and convey the above easement, covenants, and land use restrictions, that the Property is free and clear of encumbrances, except those noted on **Exhibit B** attached hereto, that the Grantee and its assigns shall at all times hereafter peacefully and quietly have and enjoy the granted interest in the

Property, and that the Grantor and its heirs, successors, successors in title, assigns, executors and administrators shall warrant and defend the premises to the Grantee and its assigns forever against the lawful claims and demands of all persons.

23. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first-class mail, postage prepaid, addressed as follows:

To Grantor:

Estate of John D. Frisella  
c/o Cynthia Knight  
75 Pearls Way  
Wakefield, RI 02879

To Grantee:

Gary Jablonski, Project Coordinator  
Rhode Island Department of Environmental Management  
Office of Waste Management  
235 Promenade Street  
Providence, RI 02908

To EPA:

Hoshaiah Barczynski, Remedial Project Manager  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100  
Mail Code OSRR07-1  
Boston, MA 02109-3912

To Settling Defendants:

Town Manager  
Town of South Kingstown  
180 High Street  
Wakefield, RI 02879

Town Manager  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882-0777

24. General provisions:

a. Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Rhode Island.

b. Definitions: Any provision or term not otherwise defined in this Declaration shall have the meaning set forth in the Consent Decree and the appendices to the Consent Decree.

c. Liberal construction: Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of the Grantee to affect the purpose of this Declaration and the policy and purpose of CERCLA. If any provision of this Declaration is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

d. Limitations: Nothing in this Declaration shall be construed to transfer liability for environmental conditions on the Property to Grantee or the EPA.

e. Severability: If any provision of this Declaration, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

f. Entire Agreement: This Declaration sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

g. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

h. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this Declaration upon them shall be joint and several.

i. Successors: The covenants, terms, conditions, and restrictions of this Declaration shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors, successors in title and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the person and/or entity named at the beginning of this document and identified as "Grantor" and its representatives, heirs, successors, and assigns. The term "Grantee," wherever used herein, and any pronouns used in

place thereof, shall include the State of Rhode Island and its authorized representatives and assigns. The rights of the Grantee and Grantor under this Declaration are freely assignable, subject to the notice provisions hereof. Any transferee of the fee title to the Property or any leasehold interest in the Property shall automatically be deemed, by acceptance of such interest, to have acquired such title or interest subject to the restrictions contained or referred to in this Declaration and to have agreed to execute any and all instruments reasonably necessary to carry out the provisions of this Declaration. Consistent with the Title 34, Chapter 39-3(c) of the General Laws of Rhode Island, the rights and obligations under this Declaration shall not be subject to a 30-year limitation on restrictive covenants.

j. Termination of Rights and Obligations: A party's rights and obligations under this Declaration terminate upon transfer of the party's interest in the Easement or Property, except that (i) liability for acts or omissions occurring prior to the transfer shall survive the transfer; (ii) the transfer shall in no way alter the Settling Defendant's obligations under the Consent Decree; and (iii) the transfer shall not affect the Grantee's rights under this Easement.

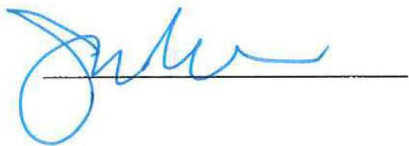
k. Captions: The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto the Grantee and Grantee's authorized representatives and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Declaration to be executed by its duly authorized representative this 30 day of July, 2018.

WITNESS:

CYNTHIA F. KNIGHT



By: Cynthia F Knight  
Cynthia F. Knight, as Executor of the  
Estate of John D. Frisella

STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON

On this 30 day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Rhode Island, duly commissioned and sworn, personally appeared Cynthia F. Knight of Wakefield, RI, known by me to be the party so executing the foregoing instrument, and acknowledged the said instrument to be her free act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Paula L. Miller  
Notary Public  
My Commission Expires: 5-21-2022

IN WITNESS WHEREOF, Grantee hereby acknowledges its acceptance of the above-described property interest (e.g., use restrictions and environmental conservation/protection and access easement) by its duly authorized representative this 17<sup>th</sup> day of August, 2018.

WITNESS:

STATE OF RHODE ISLAND  
DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

By: Janet L. Coit  
Janet L. Coit, Director

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 17 day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Rhode Island, duly commissioned and sworn, personally appeared Janet L. Coit, Director of the Rhode Island Department of Environmental Management ("RIDEM"), known by me to be the party so executing the foregoing instrument for and on behalf of RIDEM, and she acknowledged said instrument to be her free act and deed in said capacity and the free act and deed of RIDEM, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Rayna Maguire  
Notary Public in and for the  
State of Rhode Island  
My Commission Expires: 2019  


- Attachments: Exhibit A - Property deed
- Exhibit B - List of permitted title encumbrances

**EXHIBIT A**

**DEED**

Received for records B4/25/2002 09:10:18 B367 044

Witness: South Kingstown Town Clerk

*[Handwritten signature]*

**QUIT CLAIM DEED  
KNOW ALL MEN BY THESE PRESENTS**

33/109

That, WE, JOHN D. FRISELLA and DONNA FRISELLA, of 129 Pearls Way, South Kingstown, RI 02879, for consideration paid in the amount of Sixty Thousand and 00/100 (\$60,000.00) Dollars, grant to JOHN D. FRISELLA, of 129 Pearls Way, South Kingstown, RI 02879, as Sole Owner, WITH QUITCLAIM COVENANTS;

For legal description, see attached Exhibit "A".

PROPERTY: 129 Pearls Way, South Kingstown, RI 02879

We hereby covenant that we are residents of Rhode Island and in compliance with R.I.G.L. 44-30-71.3.

The undersigned hereby certifies that the real property being conveyed by this instrument had working smoke and carbon monoxide detectors as required by the smoke and carbon monoxide detector law, within fourteen (14) days of the date of this instrument, and an inspection pursuant to R.I.G.L. 23-28.35-1 has been requested.

WITNESS OUR HANDS AND SEALS THIS 22nd DAY OF APRIL, 2002.

*[Handwritten signature]*  
As to Both

*[Handwritten signature]*  
John D. Frisella  
*[Handwritten signature]*  
Donna Frisella

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this the 22nd day of April, 2002 in said County, before me personally appeared John D. Frisella and Donna Frisella known to me to be the persons executing the foregoing instrument and acknowledged said execution to be their free act and deed.

*[Handwritten signature]*  
Notary Public  
My Commission expires:

Mark V. Maselli  
Notary Public  
State of Rhode Island  
My Commission Expires 08/30/05



REAL ESTATE CONVEYANCE TAX  
008558  
DATE: 4-22-2002  
RECORDS: 028  
TOWN: SOUTH KINGSTOWN

Received for record: 04/26/2002 09:16:16 0967 045

1022531  
129 Pearls Way  
South Kingstown, Rhode Island 02879  
John D. Frisella

**EXHIBIT A**

That certain tract or parcel of land with all the buildings and improvements thereon, situated in the Town of South Kingstown, Rhode Island, being designated Lot No. one (1) on plat entitled: "PLAN OF SUBDIVISION OF LAND OWNED BY PEARL M. FRISELLA, NEAR THE VILLAGE OF PEACE DALE IN THE TOWN OF SOUTH KINGSTOWN, RHODE ISLAND, JOSEPH W. FRISELLA, P.E., AND R.L.S., FEBRUARY, 2000, SCALE: 1" = 100'," which said plat is recorded in the Land Evidence Records of the Town of South Kingstown on July 25, 2000 on Card No. C2000-37, C2000-38 and C2000-39 to which for a more particular description reference is hereby made and made a part thereof.

Also, that certain tract or parcel of land with all the buildings and improvements thereon, situated in the Town of South Kingstown, Rhode Island, being designated as "Pearl's Way" private road 1.328 acres on that plat entitled: "PLAN OF SUBDIVISION OF LAND OWNED BY PEARL M. FRISELLA, NEAR THE VILLAGE OF PEACE DALE IN THE TOWN OF SOUTH KINGSTOWN, RHODE ISLAND, JOSEPH W. FRISELLA, P.E., AND R.L.S., FEBRUARY, 2000, Scale: 1" = 100'," which said plat is recorded in the Land Evidence Records of the Town of South Kingstown on July 25, 2000 on Card No. C2000-37, C2000-38, and C2000-39 to which for a more particular description reference is hereby made and made a part thereof.

Subject to Decision from the Town of South Kingstown Planning Department dated 3/23/00 and recorded in Book 809 at Page 150.

Subject to Road Ownership and Maintenance Agreement dated 6/9/00 and record in Book 825 at Page 113.

For title reference see Deed dated July 26, 2000 and recorded in Book 825 at Page 329 and Deed dated July 26, 2000 recorded in Book 825 at page 327.

**EXHIBIT B****ENCUMBRANCES ON TITLE**

Plat 33, Lot 109  
129 Pearl's Way

1. Mortgage from John D. Frisella to MERS as nominee for First Horizon Home Loan Corporation securing \$250,000, dated April 23, 2007 and recorded on April 27, 2007 at 8:36am in Book 1279 at Page 724 in the Town of South Kingstown Land Evidence Records; as assigned from MERS as nominee for First Horizon Home Loan Corporation to Nationstar Mortgage, LLC by an Assignment of Mortgage dated October 24, 2014 and recorded on November 12, 2014 in Book 1560, Page 692; as further assigned from Nationstar Mortgage, LLC to Richard Frisella and Theresa Frisella, Trustees of the Frisella Family Trust dated September 18, 2015, by an Assignment of Mortgage dated November 16, 2015 and recorded on November 30, 2015 in Book 1594, Page 305.
2. Mortgage from John D. Frisella to Citibank, N.A. securing \$75,100, dated May 3, 2007 and recorded on May 22, 2007 at 1:21pm in Book 1283 at Page 384 in the Town of South Kingstown Land Evidence Records.
3. Utility easement for electric and telephone service granted to The Narragansett Electric Company & New England Telephone & Telegraph Company by Edward L. Frisella by instrument dated June 25, 1976 and recorded June 28, 1976 at 11:39 a.m. in Book 122 at Page 556.
4. Utility easement for electric and telephone service granted to The Narragansett Electric Company & New England Telephone & Telegraph Company by Edward L. Frisella by instrument dated June 25, 1976 and recorded June 28, 1976 at 11:39 a.m. in Book 122 at Page 556.
5. Notice of Hearing, Decision of the Planning Board and Corrected Decision of the Planning Board regarding the subdivision of Lots 30, 32, 33 and 34 on Assessor's Plat 33 into Lots 30, 32, 33, 34, 109 and 110 recorded at Book 809 at Page 150, Book 813 at Page 22 and Book 813 at Page 73.
6. Environmental Land Usage Restriction granted by Pearl F. Frisella, by John Frisella, her attorney-in-fact, dated July 14, 2000 and recorded July 14, 2000 in Book 823 at Page 314.
7. Road Ownership & Maintenance Agreement regarding Assessor's Plat 33, Lot 110 ( Pearl's Way) by and between the owners of Lots 1,2 and 3 on the "Combined Conceptual Master Plan for Pearl M. Frisella" dated June 9, 2000 and recorded July 25, 2000 at 1:44 p.m. in Book 825 at Page 113.