

## CONSERVATION EASEMENT

The Bonnet Shores Land Trust ("Grantor"), with a business address of 130 Bonnet Shores, Narragansett, RI 02882 grants to the AUDUBON SOCIETY OF RHODE ISLAND, a non-profit organization having its place of business at 12 Sanderson Road, Smithfield, Rhode Island ("Grantee"), a conservation easement in perpetuity over the real estate described on Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS, it is the desire of the Grantor to keep the Property in its present natural state for the purpose of maintaining, preserving and enhancing, where possible, the wildlife values, the natural beauty and aesthetic character of the Property; and

WHEREAS, the specific conservation values of the easement are documented in an inventory of relevant features of the easement Property, entitled 2019 Current Condition Report, Wesquage Pond, Narragansett, Prepared by Scott Ruhren, Director of Conservation, Audubon Society of Rhode Island, dated November 8, 2019 (the "Baseline Documentation"), which consists of maps and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant;

WHEREAS, the Grantee is a publicly supported, tax exempt non-profit organization, described in Sections 501 (c) (3), 170 (b) (1) (A) (vi) and 170 (h) (3) of the Internal Revenue Code of 1986 ("Code"), whose purposes are to foster conservation of wild birds and other animal and plant life, to conserve wildlife habitat and unique natural areas through acquisition or other means, to carry out a broad program of public conservation education, to focus public attention on natural resource problems, to provide leadership when action on natural resource problems is

necessary, and to do all other things necessary to foster better management of the natural environment for the benefit of humans and all other life; and

WHEREAS, the Grantor and Grantee recognize that the Property in its present state comprises a relatively natural, undeveloped and unimproved aggregation of native plants, soils, animals, water and natural communities which are recognized in law and by society in general as necessary and desirable for the survival and betterment of humankind, and also for the protection and preservation of natural communities and systems for the benefit and use of humans and other life forms; and is also a place of quiet serenity and natural beauty; and because the Property is a place of value to be protected and conserved for its own sake, for the benefit of humans and all other forms of life and for aesthetic, educational, low-intensity recreational and scientific values; and

WHEREAS, the goal of the Grantor and Grantee is to protect and, if possible, enhance the natural ecological and environmental integrity of the Property by insuring that its ability to produce and to sustain volunteer populations of wild native plants and wild native animals and natural communities of such plants and animals shall not be seriously impinged upon by the intentional or unintentional actions of humans.

WHEREAS, a further goal of the Grantor and Grantee is to prevent any further encroachment on plant and animal communities, populations, or habitats existing on the Property by such things as dumps, pipelines, wells, roadways, excavations, erosion, buildings, pavement, drainage and filling projects or other development, improvements, construction or other acts of humans which would destroy, reduce or make less productive for plants or animals the present undeveloped land and the existing plant or animal communities, populations, or habitat on the protected Property; and

WHEREAS, it is the intention of the Grantor to grant to the Grantee an easement for conservation and open space purposes over all of the Property;

NOW, THEREFORE, it is mutually covenanted and agreed by the parties hereto, with respect to the Property, which covenants shall be deemed to be conservation restrictions under the provisions of Title 34, Chapter 39, of the General Laws of Rhode Island, 1956, as amended, that:

1. The Property shall be used only for open space, wildlife habitat, wildlife management, agriculture, or other conservation purposes except as otherwise provided herein. Only with the prior written approval of the Grantee may the Grantor engage in any wildlife management programs, agricultural activities, and/or conservation programs/activities.
2. Except as otherwise provided herein, no structure of any kind not now located on the Property shall be placed or erected upon said Property, except "lawful" fences for permitted uses, the designation of boundaries or to exclude the general public, all subject to the prior written consent of Grantee.
3. Except as otherwise provided herein, no new paved roadway, pipeline, well, sewer or individual septic system, utility lines, excavations, trailer, mobile home, commercial sign, pavement, gravel pits or other development, improvement or construction project shall be allowed on the Property without prior written approval of the Grantee.
4. The Property shall not be used for storage of or to maintain a dump for ashes, trashes, rubbish, sawdust, garbage, junk, debris, or other waste material or for sand, gravel, rock, wood or other construction material, fuels or any hazardous substances.
5. No change in the use of the Property shall be permitted without the prior written approval of the Grantee. Such a change or alteration in use shall be considered only if it does not significantly or permanently reduce the present or future value of the Property as native wild animal and plant habitat or as open space free of the works of humans.
6. All activities conducted on the Property shall utilize state-of-the-art practices and techniques to minimize adverse impacts and maximize beneficial impacts of such activities to soil, water and plant and animal life.

7. Insecticides, herbicides and other pesticides or animal or plant control chemicals or devices or techniques shall not be used on the Property without the prior written consent of the Grantee.
8. There shall be no manipulation or alteration of natural water courses, marshes, wooded swamps or other bodies of water or activities or uses detrimental to water purity.
9. There shall not be allowed the operation of snowmobiles, motorcycles, all-terrain vehicles or any other recreational types of motorized vehicles upon the Property.
10. The general topography of the Property shall be maintained in its present condition and there shall be no mining or quarrying or removal or storage of any surface or sub-surface materials except upon the prior written consent of the Grantee.
11. No commercial development or commercial use of the Property shall be permitted.
12. Authorized agents of the Grantee, but not its general membership, shall have the right to enter upon the Property at all reasonable times for the purpose of inspecting and enforcing the terms of this easement. Nothing herein contained shall expressly or by implication, grant or give to the Grantee or the general public the right to enter the Property for any other purpose not herein specifically granted, there being no general intention to dedicate said Property to general public use.
13. Grantor hereby agrees to indemnify and to hold the Grantee harmless from all liability incurred by Grantee and arising in any manner from this easement.
14. 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 pursuant to Section 19 or, if undeliverable, 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. Grantor agrees that the Baseline Documentation shall be deemed to provide objective information concerning the Protected Property's previous condition, taking into account vegetational succession and natural changes in the Property over time. Failure by the Grantor to cause discontinuance abatement or such other corrective action as may be requested by Grantee within sixty (60) 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 Property to its previous condition; to enjoin such non-compliance by a temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages equal to the cost of remedying the

violation arising from such non-compliance. Such damages, when recovered, must be applied by the Grantee for 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.

15. The Grantee shall use reasonable efforts to enforce this easement. The failure of the Grantee to seek redress for violation of, or to insist upon the strict performance of, any term or provision of this easement shall not prevent a subsequent act, which would have originally constituted a violation, from having the full force and effect of any original violation. Any forbearance by the Grantee to exercise its rights under this easement should not be deemed or construed to be a waiver by the Grantee of a violation of the terms of this easement. The Grantee may enforce the terms and provisions of this easement by all rights and remedies available to it at law or in equity. The Grantee's remedies set forth in this paragraph shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity.
16. This easement constitutes a real property interest immediately vested in the Grantee which shall have fair market value as determined pursuant to Section 170 (c) of the Internal Revenue Code, as amended. The Grantee makes no representation nor expresses an opinion as to the fair market value of the Property.
17. If any term or provision of this easement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this easement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this easement shall be valid and enforceable to the fullest extent permitted by law.
18. Any general rule of construction to the contrary notwithstanding, this easement shall be liberally construed in favor of the grant to effect the purpose of this easement and the policy and purpose of Title 34, Chapter 39 of the General Laws of Rhode Island, 1956, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this easement that would render that provision valid shall be favored over any interpretation that would render it invalid.
19. Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such addresses as may be hereafter specified by notice in writing:

Grantor: Bonnet Shores Land Trust  
130 Bonnet Shores  
Narragansett, RI 02882

Grantee: Audubon Society of Rhode Island  
12 Sanderson Road  
Smithfield, Rhode Island 02917

20. The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by her in any subsequent deed, will, lease, or other legal instrument, in full or by reference, by which the Grantor divests herself of either the fee simple title to or her possessory interest in the Property.
21. The Grantors, in their use of the Property, shall not violate or suffer any violation to exist under any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, or other body exercising functions similar to those of any of the foregoing.
22. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of general liability insurance coverage and the payment of real estate taxes.
23. If circumstances arise in the future that render the purpose of this easement impossible to accomplish, this easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, on the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount is reserved to Grantor) in accordance with their respective interests in the fair market value of the Property. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the conservation purposes of this grant.
24. Grantor agrees to incorporate by reference the terms of this easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this easement or limit its enforceability in any way.
25. 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 Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170 (h) (4) (A) of the Internal Revenue 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 this Conservation Easement was originally intended to achieve.

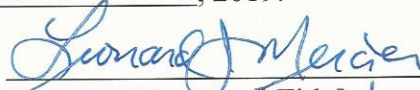
The covenants agreed to and the terms, condition, restrictions and purposes imposed with this grant shall be binding upon the Grantor, their personal representatives, heirs and assigns, and all successors to their interest and shall continue as a servitude running in gross and in perpetuity with the property.

This instrument is an easement only and does not purport to be a transfer of fee interest to the Grantee.

The grant of this easement is such that no documentary stamps are required.

TO HAVE AND TO HOLD this CONSERVATION EASEMENT unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto executed this CONSERVATION EASEMENT on this 8 day of November, 2019.

  
\_\_\_\_\_  
Grantor, [Name and Title] Leonard J. Mercier  
Bonnet Shores Land Trust, Chairperson  
130 Bonnet Shores  
Narragansett, RI 02882

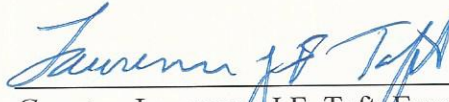
STATE OF RHODE ISLAND  
COUNTY OF Washington

In the City of South Kingstown in said County, on the 8 day of Nov, 2019, before me personally appeared the above-named Leonard J. Mercier, Chairperson, of the **Bonnet Shores Land Trust**, to me known and know by me to be the party executing the foregoing instrument and he/she acknowledges said instrument, by him/her so executed, to be his/her free act and deed of said Rhode Island body politic and corporate and a public instrumentality.



Notary Public  
Print Name  
My Commission Expires:

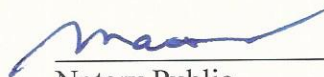




Grantee, Lawrence J.F. Taft, Executive Director  
Audubon Society of Rhode Island  
12 Sanderson Road  
Smithfield, Rhode Island 02917

STATE OF RHODE ISLAND  
COUNTY OF Washington

In the City of S.Kingstown, in said County, on the 8 day of Nov., 2019, before me personally appeared the above-named **LAWRENCE J.F. TAFT, Executive Director of The Audubon Society of Rhode Island**, to me known and know by me to be the party executing the foregoing instrument and he acknowledges said instrument, by him so executed, to be his free act and deed of said non-profit corporation.



Notary Public  
Print Name:  
My Commission Expires:

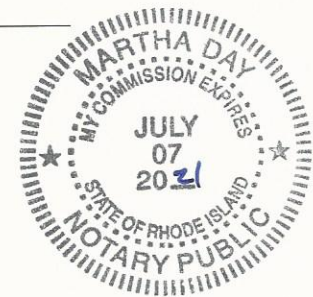




Exhibit A

**Tract 1 (Belton)**

Beginning at a point at the northwesterly corner of Camden Road and Bonnet Point Road, thence running in a generally westerly direction curving northerly and continuing in a generally northerly direction along the northerly and easterly line of said Bonnet Point Road to the southeasterly corner of its intersection with Lake Road, thence turning in an interior angle and continuing along the southerly line of Lake Road in an easterly direction to a point where a brook meets the northwesterly corner of Lot 28 (twenty-eight) Block 10 (ten) of that certain plat entitled "Replat of 'Country Club Section' and 'Country Club Addition' Also Showing 'Country Club Addition No. 2' (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) Bonnet Shores Town of Narragansett, R.I. September, 1935. By Esten & Black, Eng'rs. Scale 1 inch = 100 ft." which plat is recorded in the Records of Land Evidence of the Town of Narragansett, Book 13 at Pages 76-7. Thence continuing in a generally southerly, easterly and northeasterly direction along the shore of Wesquage Pond, bordering sometimes on other land of this grantor and on land of others to a point on the northerly shore of said Wesquage Pond determined by extending the line (as it appears on the said plat) dividing Lots 3 (three) and 4 (four) on Block 12 (twelve), across said Lake Road and the land lying on the southerly side thereof to said shore. Thence turning and running along the line determined as aforesaid to the southerly side of the said Lake Road, bounding westerly on other land of this grantor, thence turning an interior angle and continuing in a generally easterly direction along the southerly line of Lake Road to the southwest corner of its intersection with Camden Road, thence turning an interior angle and continuing in a generally southerly direction along the westerly line of Camden Road to the northwesterly corner of Camden Road at its intersection with Bonnet Point Road, and the point or place of beginning.

Meaning and intending thereby to convey all the right, title and interest of this grantor in and to the premises bounded by the aforesaid description, including therein all the right, title and interest of the grantor in and to Wesquage Pond, so-called, and its bordering shore except as otherwise excluded.

For grantor's title, please see deed from the Belton Corporation to the Audubon Society of Rhode Island dated September 2, 1971, recorded September 9, 1971 in the Land Evidence Records of the Town of Narragansett, County of Washington, Rhode Island in Book 73, Page 950.

**Meaning and intending** to describe all the land in and around Wesquage Pond deeded to this Grantor, and containing, among other land, that parcel designated as Lot 112A on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Tract 2 (Belton)**

That certain tract or parcel of land in Town of Narragansett, County of Washington, in the State of Rhode Island, being located and described as follows:

Lots No. 22, 23, 24, 25, 26, 27 and 28, Block 10 in that plat entitled "Replat of "COUNTRY CLUB SECTION" AND "COUNTRY CLUB ADDITION" also showing "COUNTRY CLUB ADDITION NO. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) BONNET SHORES, Town of Narragansett, R.I., September 1935, By Esten & Black, Engrs. Scale 1 in. = 100 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 13 between pages 76 and 77.

For grantor's title, please see deed from the Belton Corporation to the Audubon Society of Rhode Island dated December 18, 1974, recorded in the Land Evidence Records of the Town of Narragansett, County of Washington, Rhode Island in Book 91, Page 145.

**BEING** designated as Lot 734 on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Tract 3 (Francisco)**

Those certain tracts or parcels of land located and described as Lots 12 and 13, in Block 10 on a plat entitled "Replat of "COUNTRY CLUB SECTION" AND "COUNTRY CLUB ADDITION" also showing "COUNTRY CLUB ADDITION NO. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) BONNET SHORES, Town of Narragansett, R.I., September 1935, By Esten & Black, Engrs. Scale 1 in. = 100 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 13 between pages 76 and 77, reference to which is hereby had for a further description.

Being also described as those certain tracts or parcels of land located in the Town of Narragansett, Rhode Island, lying at the north edge of Wesquage Pond and designated as Lots 724 and 725 on Assessors Plat N-R of the Town of Narragansett and being the same tracts or parcels assigned and transferred to Pasco Francisco on August 31, 1966, by instrument of assignment of tax title by G. Wilson Little, treasurer of the Town of Narragansett, Rhode Island, and being also the same tracts or parcels the tax title to which was acquired by said town under a tax collector's deed dated July 16, 1959, and recorded in the Narragansett registry of deeds, Book 46, Pages 138, 139 and 140.

**BEING** designated as Lot 724 on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

For grantor's title, please see deed from Mary V. Francisco to the Audubon Society of Rhode Island dated December 21, 1981, recorded in the Land Evidence Records of the Town of Narragansett, County of Washington, Rhode Island in Book 140, Page 151.

**Tract 4 (Corona)**

That certain lot or parcel of land, together with all the buildings and improvements thereon situated in any, located in the Town of Narragansett, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Lake Road, said point being the northeasterly corner of premises herein described and the northwesterly corner of land now or lately of the Audubon Society of Rhode Island; thence running in a northwesterly direction to a point; thence turning an interior angle of 114° and running in a westerly direction to a point; thence turning an interior angle of 155° and running in a southwesterly direction to the northeasterly corner of Lot No. 1 in Block 9 on that certain plat entitled "RePlat of "Country Club Section" and "Country Club Addition" also showing "Country Club Addition No. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) Bonnet Shores Town of Narragansett, R.I. September, 1935 By Esten & Black, Engrs. Scale 1 in = 100 FT" said last 3 courses bounding northeasterly, northerly and northwesterly on Lake Road; thence turning an interior angle of 90° running in a southeasterly direction, following the easterly line of said Lot No. 1 to Wesquage Pond; thence turning and running in a general easterly direction, following the shore line of said pond to the southwesterly corner of land now or lately of the Audubon Society of Rhode Island; thence turning and running in a northerly direction, following the westerly line of said Audubon Society land to the point or place of beginning, or however otherwise said premises may be bounded and described.

Being designated as Lot 112 on Tax Assessor's Plat N-S of the Town of Narragansett, as presently constituted, for reference purposes only.

For grantor's title, please see deed from Adolf R. DiBiasio, Raymond V. Corona and Gloria F. Corona to the Audubon Society of Rhode Island dated December 20, 1984, recorded in the Land Evidence Records of the Town of Narragansett, County of Washington, Rhode Island in Book 170, Page 793.

**Tract 5 (Cardi)**

Those certain lots and parcels of land, together with all buildings and improvements thereon, located in the Town of Narragansett, State of Rhode Island, situated and described as follows:

**1. Highland Section Bonnet Shores**

**BEING** located and described as Lots numbered 17 (seventeen) through 26 (twenty-six), inclusive, in Block 3 (three) on a plat entitled "HIGHLAND SECTION BONNET SHORES Town of Narragansett, R.I., October, 1928, By Esten & Black, Engrs. Scale 1 in. = 80 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 9 between pages 580 and 581, reference to which is hereby had for a further description.

Being designated as Lots 22, 23, 24, 26, 28, and 30, located on Clara Lane, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Meaning and intending** to convey that property described as PARCEL I in that certain Warranty Deed of Beltone Corporation to Roland P. Cardi, Nicholas Cardi, Jr. & Judy Cardi, Peter D. Cardi and Arthur Zompa & Sandra Zompa dated January 6, 1978 and recorded in Book 105 at Page 396 of the Narragansett Land Evidence Records.

## **2. Country Club Section and Country Club Addition**

**BEING** located and described as Lots 7 and 8, in Block 8 on a plat entitled "Replat of "COUNTRY CLUB SECTION" AND "COUNTRY CLUB ADDITION" also showing "COUNTRY CLUB ADDITION NO. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) BONNET SHORES, Town of Narragansett, R.I., September 1935, By Esten & Black, Engrs. Scale 1 in. = 100 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 13 between pages 76 and 77, reference to which is hereby had for a further description.

Being designated as Lot 573, located on Hawthorne Road, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**AND ALSO THOSE PARCELS OF LAND BEING** located and described as Lots 7 and 8, in Block 11 on a plat entitled "Replat of "COUNTRY CLUB SECTION" AND "COUNTRY CLUB ADDITION" also showing "COUNTRY CLUB ADDITION NO. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) BONNET SHORES, Town of Narragansett, R.I., September 1935, By Esten & Black, Engrs. Scale 1 in. = 100 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 13 between pages 76 and 77, reference to which is hereby had for a further description.

Being designated as Lot 536, located on Brookside Road, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**AND ALSO THAT PARCEL OF LAND BEING** located and described as Lot 33, in Block 7 on a plat entitled "Replat of "COUNTRY CLUB SECTION" AND "COUNTRY CLUB ADDITION" also showing "COUNTRY CLUB ADDITION NO. 2" (Comprising Blocks No. 8, 11, 12, 13, 14, 15, 16) BONNET SHORES, Town of Narragansett, R.I., September 1935, By Esten & Black, Engrs. Scale 1 in. = 100 ft.", which plat is recorded with the Land Evidence Records of the Town of Narragansett in Book 13 between pages 76 and 77, reference to which is hereby had for a further description.

Being designated as Lot 872, located on Channing Road, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Meaning and intending** to convey that property described as PARCEL II in that certain Warranty Deed of Beltone Corporation to Roland P. Cardi, Nicholas Cardi, Jr. & Judy Cardi, Peter D. Cardi and Arthur Zompa & Sandra Zompa dated January 6, 1978 and recorded in Book 105 at Page 396 of the Narragansett Land Evidence Records, excepting therefrom Lot 40 in Block 7.

### 3. Wesquage Woods

**BEING** located and described as Lot 10 in Block 1, and Lot 2 in Block 3, on a plat entitled “WESQUAGE WOODS – BONNET SHORES Town of Narragansett, R.I. May, 1936 By Esten & Black, Engrs. Scale 1 in = 80 ft.” which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 13 between pages 262 and 263, reference to which is hereby had for a further description.

Being designated as Lot 911 and Lot 921, respectively, located on Chocktaw Trail; on Tax Assessor’s Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 1 through 7, inclusive, in Block 5 on a plat entitled “WESQUAGE WOODS – BONNET SHORES Town of Narragansett, R.I. May, 1936 By Esten & Black, Engrs. Scale 1 in = 80 ft.” which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 13 between pages 262 and 263, reference to which is hereby had for a further description.

Being designated as Lots 938 and 940, located on Mohegan Trail; and Lot 936 located on Pawnee Trail, on Tax Assessor’s Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 1 through 7, inclusive, in Block 4 on a plat entitled “WESQUAGE WOODS – BONNET SHORES Town of Narragansett, R.I. May, 1936 By Esten & Black, Engrs. Scale 1 in = 80 ft.” which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 13 between pages 262 and 263, reference to which is hereby had for a further description.

Being designated as Lots 943, 946, and 948 located on Cherokee Trail; on Tax Assessor’s Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 19 through 23, inclusive, in Block 8 on a plat entitled “WESQUAGE WOODS – BONNET SHORES Town of Narragansett, R.I. May, 1936 By Esten & Black, Engrs. Scale 1 in = 80 ft.” which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 13 between pages 262 and 263, reference to which is hereby had for a further description.

Being designated as Lots 970 and 973, located on Pawnee Trail; on Tax Assessor’s Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Meaning and intending** to convey that property described as PARCEL III in that certain Warranty Deed of Beltone Corporation to Roland P. Cardi, Nicholas Cardi, Jr. & Judy Cardi, Peter D. Cardi and Arthur Zompa & Sandra Zompa dated January 6, 1978 and recorded in Book 105 at Page 396 of the Narragansett Land Evidence Records.

4. **That certain tract or parcel of land**, located in the Town of Narragansett, County of Washington, State of Rhode Island, bounded and described as follows: Beginning at a point on the northerly side of Aquidneck Road, said point being the southwesterly corner of the premises herein described and the southeasterly corner of lot No. 26 (twenty-six) in Block 3 (three) on that

certain plat entitled: "HIGHLAND SECTION BONNET SHORES Town of Narragansett, R.I., October, 1928 By Esten & Black, Engrs."; thence running in a northerly direction, bounded westerly by lots No. 17 (seventeen) THRU 26 (twenty-six) inclusive in Block 3 (three) on the aforescribed plat to land now of lately of the Narragansett Industrial Development Corp.; thence turning and running in an easterly direction, following the southerly line of said land now of lately of the Narragansett Industrial Development Corp., to land now or lately of the Bonnet Shores Fire District; thence turning and running in a southerly direction, following the westerly line of said land now or lately of the Bonnet Shores Fire District, a distance of 611.60 feet, more or less, to said Aquidneck Road; thence turning and running in a westerly direction, following the northerly line of said Aquidneck Road, to the point and place of beginning, or however otherwise said premises may be bounded and described.

Being designated as Lot 256A, located on Aquidneck Road, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**Meaning and intending** to convey that property described in PARCEL IV in that certain Warranty Deed of Beltone Corporation to Roland P. Cardi, Nicholas Cardi, Jr. & Judy Cardi, Peter D. Cardi and Arthur Zompa & Sandra Zompa dated January 6, 1978 and recorded in Book 105 at Page 396 of the Narragansett Land Evidence Records.

## 5. Wesquage Woods No. 2

**BEING** located and described as Lots 1, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in Block 7 on a plat entitled "WESQUAGE WOODS NO. 2 – BONNET SHORES Town of Narragansett, R.I. Scale 1 in = 80 ft. July 1937. By Esten & Black, Engrs." which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 14 between pages 268 and 269, reference to which is hereby had for a further description.

Being designated as Assessor's Lot 218 located on Moosehead Trail; and Lots 227, 230, 232, and 234 located on Freeman's Trail; on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block 8 on a plat entitled "WESQUAGE WOODS NO. 2 – BONNET SHORES Town of Narragansett, R.I. Scale 1 in = 80 ft. July 1937. By Esten & Black, Engrs." which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 14 between pages 268 and 269, reference to which is hereby had for a further description.

Being designated as Lots 244, 246, 248 and 250, located on Freeman's Trail, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 1, 2, 3, 4, 5, 6, 7, 7 (duplicate), 8, 9, and 11 in Block 1 on a plat entitled "WESQUAGE WOODS NO. 2 – BONNET SHORES Town of Narragansett, R.I. Scale 1 in = 80 ft. July 1937. By Esten & Black, Engrs." which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 14 between pages 268 and 269, reference to which is hereby had for a further description.

Being designated as Lots 213 and 239, located on Bonnet Shores Road; Assessor's Lot 236, on Choctaw Trail; and Lot 216, located on Moosehead Trail, on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

**BEING** located and described as Lots 8 through 14, inclusive, in Block 2 on a plat entitled "WESQUAGE WOODS NO. 2 - BONNET SHORES Town of Narragansett, R.I. Scale 1 in = 80 ft. July 1937. By Esten & Black, Engrs." which plat is recorded in the Town of Narragansett, in Land Evidence Record Book No. 14 between pages 268 and 269, reference to which is hereby had for a further description.

Being designated as Lots 206, 208, and 210, located on Moosehead Trail; and Lot 211, located on Bonnet Shores Road; on Tax Assessor's Plat N-R of the Town of Narragansett, as presently constituted, for reference purposes only.

For grantor's title, please see deed from Roland P. Cardi, Peter D. Cardi, Arthur Zompa and Sandra Zompa to the Audubon Society of Rhode Island dated December 22, 1993, recorded in the Land Evidence Records of the Town of Narragansett, County of Washington, Rhode Island in Book 308, Page 74.

RECEIVED FOR RECORD  
Nov 18, 2019 11:49:41A  
THERESA C. DONOVAN, CMC  
TOWN CLERK  
NARRAGANSETT, RI