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MEMORANDUM

TO: Hon. Bristol Town Council
Steven Contente, Town Administrator
Melissa Cordeiro, Town Clerk
Diane Williamson, Director of Community Development

FROM: Amy H. Goins, Assistant Town Solicitor

DATE: July 22, 2026

SUBJECT: 27 Surf Drive – License to Maintain

In 2023, Joseph & Judy Jorge of 27 Surf Drive petitioned the Council to abandon a portion of Surf Drive. As you may recall, in January 2024, the Council considered this request and indicated that an abandonment petition would not be approved, but that a right of way agreement could be presented to the Council after completion of a survey plan.

The petitioners have completed the survey as required and we have reviewed this matter. It is our advice that a license to maintain should be granted rather than a right of way agreement, as the license option preserves more of the Town's property rights. It should be noted that this petition was presented to the Council when the land immediately to the south of 27 Surf Drive was on the market. That property has now been sold. Also, please note that the Council previously granted a license to maintain this area to the petitioners, on July 5, 2017, but nothing was recorded in the Land Evidence Records. Accordingly, the attached draft of a license to maintain is presented for the Council's review, to be recorded if approved.

Please let us know if you have any questions.

C:\Users\Amy\Dropbox\UTR-Work\Towns etc\Bristol\27 Surf Drive License\Memo to BRTC re 27 Surf Drive License to Maintain.docx

LICENSE AGREEMENT

AGREEMENT made as of the _____ day of _____, 20__, by and between the TOWN OF BRISTOL, a Rhode Island municipal corporation (hereinafter called "Licensor") and Judy A. Jorge and Joseph B. Jorge, Trustees of the Joseph B. Jorge and Judy A. Jorge Living Trust (hereinafter called the "Licensee"), of 27 Surf Drive, Bristol, RI.

WHEREAS, Licensee is the owner of real property located at 27 Surf Drive, identified as Plat 55, Lot 81 on the Town Tax Assessor's maps; and

WHEREAS, the property at 27 Surf Drive is presently improved with a residential dwelling; and

WHEREAS, the property at 27 Surf Drive is adjacent to a public right-of-way known as Surf Drive; and

WHEREAS, a portion of the Surf Drive right-of-way labeled as "Area 4,020± SF to be licensed by the Town of Bristol" on the survey plan attached hereto as Exhibit 1 (hereinafter the "Licensed Area") has been utilized by the Licensee since approximately 2016, after the Town previously granted a license agreement for the same area; and

WHEREAS, the Licensee has upgraded and maintained the Licensed Area, including grading, planting grass and shrubs, and installing a sprinkler system; and

WHEREAS, the Licensed Area provides access to the rear yard of the dwelling at 27 Surf Drive, allowing the Licensee and their agents access for landscaping and movement of kayaks and other large equipment; and

WHEREAS, the Licensee desires to affirm the current arrangement for access to use the Licensed Area; and

WHEREAS, the Town has no desire at this time to abandon the Licensed Area, but prefers to continue the licensing arrangement under mutually acceptable conditions; and

WHEREAS, the Licenser desires to grant the Licensee a license to maintain the Licensed Area through the instant Agreement ("License Agreement") to allow the Licensee continued access to the Licensed Area;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **License.** The Licenser hereby grants a non-transferable license to the Licensee for the use of that portion of land referred to above as the Licensed Area. Said license shall not be transferred to any other person or entity without the prior approval of the Town Council. Nothing in this license shall be construed as granting the licensee exclusive control or possession of any portion of the public right-of-way
2. **Term.** The Licenser may terminate this License Agreement at any time.
3. **Maintenance of the Licensed Premises.** The Licensee at its sole expense shall be responsible for maintaining the Licensed Area in the same or substantially same condition as it exists at the present time.
4. **Access by the Town.** The Town shall retain the right to access, enter upon, inspect, maintain, repair, replace, improve, or otherwise perform work within any portion of the Town right-of-way subject to this license without the prior approval or consent of the licensee. The licensee acknowledges that this license is subject to the Town's continuing authority over the public right-of-way and shall not interfere with the Town's ability to maintain public roads, utilities, drainage facilities, or any other municipal infrastructure located within the right-of-way
5. **Indemnification.** The Licensee shall indemnify and hold harmless the Licenser from any and all liability, loss, damages, costs, expense, and claims for injuries to persons or property arising out of the use of the Licensed Area.
5. **Notice.** Any written notice from one party to the other required under this License Agreement shall be mailed, unless otherwise specified by the party requiring notice, to the following address:

Licenser

Melissa Cordeiro
Town Clerk

Town of Bristol
10 Court Street
Bristol, Rhode Island 02809

Licensee

Judy A. Jorge & Joseph B. Jorge
27 Surf Drive
Bristol, RI 02809

IN WITNESS WHEREOF, the Town of Bristol and the Licensee have hereunder set their hands the day and year first above written.

LICENSOR:

LICENSEE:

TOWN OF BRISTOL

By: _____
Melissa Cordeiro
Town Clerk

By: _____
Judy A. Jorge
Trustee, Joseph B. Jorge & Judy A. Jorge
Trust

Authorized by Vote of Bristol Town Council on _____

