

**CONSERVATION EASEMENT AND RESTRICTIONS INCLUDING PUBLIC  
WALKWAY AND ACCESS AGREEMENT**

Thames Street Nashua, LLC having an address of 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as "Grantor"), hereby grants to the COASTAL RESOURCES MANAGEMENT COUNCIL ("CRMC"), department and agency of the State of Rhode Island, created by law (hereinafter referred to as "Beneficiary", and together with the Grantor sometimes hereinafter collectively referred to as the "Parties"); a Conservation easement and Restrictions and a Public Access Easement for Pedestrians and non motorized vehicles in perpetuity in accordance with the provisions hereof, with respect to certain property located in Bristol, Rhode Island and more particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Restricted Property").

Whereas, in accordance with Assent No. 2023-02-061 the Grantor has received the Beneficiary's approval of Grantor's application to construct the Bristol Yarn Mill Mixed Use Development and relating to that certain property (the "Real Property") located in Bristol, Rhode Island, comprised in part of the Restricted Property subject to the Conservation Easement and Restrictions and a Public Access Easement for Pedestrians and Non-Motorized Vehicles in accordance with the above-referenced approval (the "Altered Property"), together designated as Tax Assessor's Lots 42, 60, 61, 62, 73, Plat 10; and

Whereas, the Parties agree that the Restricted Property is comprised of a public access walkway ("Walkway"), as well as a buffer zone. The buffer zone is, in turn, composed of a Natural Buffer Zone west of the public walkway, and a Managed Buffer Zone east of the public walkway. The natural and managed buffer zones and the Walkway are all shown and identified in Exhibit A attached; and

Whereas, the Parties agree that the Natural Buffer Zone should be left in a "natural, undisturbed condition" as an important natural resource, in its own right, and to act as a naturally vegetated buffer zone consistent with Part 1.1.11 of the Rhode Island Coastal Resources Management Program in perpetuity; and

Whereas, it is intended that the phrase "natural, undisturbed condition," as used herein, shall mean the condition of the Restricted Property as of the date of this conveyance, and as said condition shall change and evolve naturally with the passage of time, and without any interference, vegetative

management or other alteration except as specifically approved herein from any person or persons; and

Whereas, the parties agree that the intent of preserving the property in a “natural, undisturbed condition” is to specifically serve conservation purposes including, but not limited to providing habitat for native plants and wildlife. At no time shall the presence of non-native plants, plant or animal diseases, fire danger, tick or mosquito born illnesses or other potential risks attributed to a natural unaltered environment be considered an appropriate cause for altering the Natural Buffer Zone unless such alteration is initiated by the beneficiary for sound conservation or public health and safety concerns, and

Whereas, the Parties agree that the Managed Buffer Zone shall be managed in accordance with the terms and conditions for the Managed Buffer Zone as set forth in the Assent issued by the beneficiary identified as Assent No. 2023-02-061 ; and

Whereas, the Parties agree that the intent is to maintain the Public Access Easement portion of the property in accordance with approved site plans; and

Whereas, the Parties intend that this document conform and comply with the definitions and purposes set forth in Title 34, Chapter 39; and Title 46, Chapter 23 of the General Laws of the State of Rhode Island, as amended; and

Whereas, it is intended by all the parties that the Beneficiary, its successor(s) and assign(s) shall have the right, in perpetuity, to enforce the restrictions hereinafter set forth against the Grantor, its successor(s) and assign(s) that said restrictions shall run with and bind the Restricted Property, in perpetuity; and

Whereas, Grantor, its successor(s) and assign(s) shall retain all reasonable responsibilities and shall bear all traditional and reasonable costs and liabilities relating directly to the ownership, operation, upkeep, and maintenance of the Restricted Property, including the maintenance of adequate comprehensive general liability insurance coverage; and

Whereas, Grantor, its successor(s) and assign(s) shall pay, before delinquency, all uncontested taxes, assessments, fees, and charges of whatever description levied on or assessed against the

Restricted Property by competent authority, and shall furnish Beneficiary with satisfactory evidence of payment upon reasonable written request; and

Whereas, Grantor, its successor(s) and assign(s) shall hold harmless, indemnify, and defend Beneficiary and its director, officers, employees, agents, contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising directly from injury to or death of any person, or physical damage to any property, resulting from any act or omission of the Grantor, its successor(s), assign(s) and agent(s), or constituting ordinary negligence or willful misconduct, and relating directly to the Restricted Property, or any condition naturally occurring on the Restricted Property.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration the receipt and the sufficiency of which is hereby acknowledged by both of the Parties, Grantor does hereby, unconditionally, give, grant, bargain, sell, transfer, assign, and convey unto Beneficiary, forever, a perpetual right and easement for public access purposes, for pedestrians and non-motorized vehicles over and on that area identified as the Public Access Easement on Exhibit A, and located on the Restricted Property. Grantor further does hereby unconditionally give, grant, bargain, sell, transfer, assign and convey unto Beneficiary, forever a perpetual right and easement for conservation and restriction purposes over and on the Natural Buffer Zone, and Managed Buffer Zone, both as shown on Exhibit A, in the manner, nature and character and to the extent hereafter expressed, and to that end and for the purpose of accomplishing the intent of the Parties, Grantor, on behalf of itself, its successor(s), and assign(s) does hereby, forever, covenant with Beneficiary to do or refrain from doing upon, or with regard to the Restricted Property, the various acts hereinafter set forth, it being hereby agreed and expressed that the doing and the refraining from said various acts, and each of them, on the Restricted Property and the negative easements hereby granted shall be deemed to be covenants running with the Restricted Property and are for the benefit of the beneficiary and all the residents of the State of Rhode Island present and future, to be enforced only by an official representative of the Beneficiary, and the Conservation Easement and Restrictions granted hereby are in gross, and appurtenant to land of all owners of all property abutting the restricted Property, and shall be deemed to be conservation restrictions pursuant to the provisions of RI General Law Title 34, Chapter 39, (1956), as amended.

The negative easements granted upon the Restricted Property and the acts which Grantor, its

successor(s) and assign(s) so covenants to do or refrain from doing upon the Restricted Property or in connection therewith are, and shall be, as follows:

a. There shall be no cutting, trimming or removal of any trees, plants or shrubs, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,

b. The Restricted Property shall not be used to store or place recreational equipment or structures of any kind, whether intended to be temporary or permanent, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,

c. No signs, billboards or other advertising material, of any kind, temporary or permanent, shall be placed, stored or erected upon any portion of the Restricted Property.

d. No domestic livestock or poultry of any kind shall be raised, bred, housed or allowed to enter any part of the Restricted Property. Domestic pets (dogs & cats) shall not be allowed to roam unsupervised within the Restricted Property (i.e. pets must be leashed unless under direct supervision).

e. No herbicides, pesticides, insecticides or animal or plant control chemicals or chemical of any sort shall be applied to or within the Restricted Property, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,"

f. The use of minibikes, motorcycles, snowmobiles, automobiles or other vehicles, propelled by an engine, on any portion of the Restricted Property, is prohibited.

g. No change in the use and appearance, in any manner, of the Restricted Property shall be caused or permitted,

h. There shall be (on or in the Restricted Property) no dumping or storing of ashes, trash, rubbish, garbage, sawdust, lawn cuttings, leaves, compost or other material or substances and there shall be no filling, excavating, digging, dredging, mining, quarrying or drilling, removal or disturbance of topsoil, sand, gravel, rock, minerals or other materials or any topographical changes or any building of roads or cause any change in the use and appearance of the Restricted Property in any manner.

i. There shall not be conducted any activity on or in nor any use of the Restricted Property which damages fish or wildlife, or their habitats, or, except as set forth in the Buffer Zone Management Plan, which alters the existing vegetation or drainage patterns, flood plains, or wetlands, or results in erosion, siltation or other forms of pollution.

j. Except as set forth in Exhibit A, there shall be no construction of any buildings, fences or man-made structures of any kind unless deemed by the CRMC to represent an appropriate conservation practice consistent with the intent of the easement and approved by the CRMC.

k. Unless specifically approved by this easement at the time of its execution, any Buffer Zone Management plans approved herein and attached to this easement may not be deleted, modified or otherwise amended; nor shall Buffer Zone Management Plans be subsequently attached to this easement.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 6 day of May, 2024

Dated: May 6 2024

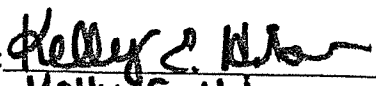
By Thames Street Nashua, LLC

  
(Grantor)

STATE OF New Hampshire  
COUNTY OF Hillsborough

In Manchester on the 6 day of May, 2024, before me personally appeared Arthur Sullivan, Manager of Thames Street Nashua, LLC, to me known and known by me to be the party executing the foregoing instrument on his own behalf and he acknowledged said instrument, by him executed to be his free act and deed in said capacity and the free act and deed of Thames Street Nashua, LLC.

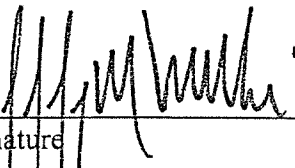
KELLY E. HILSON  
Notary Public, State of New Hampshire  
My Commission Expires February 21, 2029

Notary Public:   
Printed Name: Kelly E. Hilson  
My Commission Expires: 2/21/2029

ACCEPTANCE:

The Coastal Resources Management Council of the State of Rhode Island, acting by and through Jeffrey M. Willis, its Executive Director, hereunto duly authorized, does hereby accept this grant of Conservation Easement and Restrictions.

For the Coastal Resources Management Council:

  
Signature \_\_\_\_\_ May 14, 2024  
Name: Jeffrey M. Willis  
Title: Executive Director


STATE OF RHODE ISLAND

COUNTY OF WASHINGTON

In Wakefield, on the 14<sup>th</sup> of May, 2024, before me personally appeared, Jeffrey M. Willis, to me known and known by me to be the party executing the foregoing instrument on his own behalf and HE acknowledged said instrument, by HIM executed to be HIS free act and deed in said capacity and the free act and deed of the State of Rhode Island Coastal Resources Management Council.



OFFICIAL SEAL  
LISA A. TURNER  
NOTARY PUBLIC - RHODE ISLAND  
My Commission Expires 3/31/27

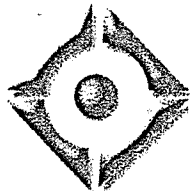
Notary Public: 

Printed Name: Lisa A. Turner

My Commission Expires: 03-31-2027

Property Address:  
125 Thames Street  
Bristol, RI 02809

## EXHIBIT A



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

352 Turnpike Road, Suite 320  
Southborough, MA 01772  
Tel: 508-948-3000  
www.cpasurvey.com

FEBRUARY 7, 2024  
03-210289-00  
PAGE 1 OF 2

## SURVEYOR'S METES AND BOUNDS DESCRIPTION

PROPOSED PUBLIC ACCESS EASEMENT  
LOCATED ON LOTS 42 & 60, MAP 10  
TOWN OF BRISTOL, BRISTOL COUNTY, STATE OF RHODE ISLAND

COMMENCING AT A POINT ON THE NORTHERLY STREET LINE OF CONSTITUTION STREET (PUBLIC, VARIABLE WIDTH) SAID POINT BEING ON THE DIVISION LINE BETWEEN MAP 10, LOT 73 (N/F OF RUSS-RUSS REALTY CO.) AND MAP 10, LOT 63 (N/F OF BRISTOL COUNTY LODGE .1860) THENCE RUNNING ALONG SAID DIVISION LINE AND THE DIVISION LINE BETWEEN MAP 10, LOT 62 (N/F OF RUSS-RUSS REALTY CO.) AND MAP 10, LOT 63 THE FOLLOWING COURSE;

- A. NORTH 15 DEGREES - 24 MINUTES - 13 SECONDS WEST, A DISTANCE OF 82.60 TO A POINT ON THE DIVISION LINE BETWEEN MAP 10, LOT 60 (N/F LANDS OF RUSS-RUSS REALTY CO.) AND MAP 10, LOT 63, THENCE RUNNING ALONG SAID LINE THE FOLLOWING COURSE;
- B. SOUTH 75 DEGREES - 23 MINUTES - 47 SECONDS WEST, A DISTANCE OF 69.97 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE CONTINUING ALONG SAID DIVISION LINE THE FOLLOWING COURSE;
  - 1. SOUTH 75 DEGREES - 23 MINUTES - 47 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE RUNNING WITHIN MAP 10, LOT 60 THE FOLLOWING FIVE (5) COURSES;
  - 2. NORTH 14 DEGREES - 36 MINUTES - 20 SECONDS WEST, A DISTANCE OF 38.50 FEET TO A POINT, THENCE;
  - 3. SOUTH 75 DEGREES - 23 MINUTES - 47 SECONDS WEST, A DISTANCE OF 47.89 FEET TO A POINT, THENCE;
  - 4. NORTH 39 DEGREES - 01 MINUTE - 54 SECONDS EAST, A DISTANCE OF 21.35 FEET TO A POINT, THENCE;
  - 5. NORTH 04 DEGREES - 11 MINUTES - 52 SECONDS EAST, A DISTANCE OF 24.66 FEET TO A POINT, THENCE;
  - 6. NORTH 15 DEGREES - 14 MINUTES - 01 SECOND WEST, A DISTANCE OF 91.08 FEET TO A POINT ON THE DIVISION LINE BETWEEN MAP 10, LOT 60 AND MAP 10, LOT 42 (N/F LANDS OF RUSS-RUSS REALTY CO.), THENCE RUNNING WITHIN MAP 10, LOT 42 THE FOLLOWING FIVE (5) COURSES;
  - 7. NORTH 15 DEGREES - 14 MINUTES - 01 SECOND WEST, A DISTANCE OF 32.19 FEET TO A POINT, THENCE;
  - 8. NORTH 44 DEGREES - 10 MINUTES - 47 SECONDS WEST, A DISTANCE OF 38.93 FEET TO A POINT, THENCE;
  - 9. NORTH 19 DEGREES - 37 MINUTES - 55 SECONDS WEST, A DISTANCE OF 63.09 FEET TO A POINT,
  - 10. NORTH 66 DEGREES - 25 MINUTES - 24 SECONDS WEST, A DISTANCE OF 19.86 FEET TO A POINT, THENCE;

Corporate Headquarters  
35 Technology Drive, Warren, NJ 07059  
Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services





**CONTROL POINT**  
ASSOCIATES, INC.  
traditional methods | modern approaches

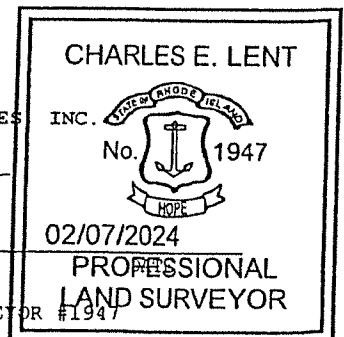
11. NORTH 18 DEGREES - 52 MINUTES - 19 SECONDS WEST, A DISTANCE OF 8.31 FEET TO A POINT ON THE DIVISION LINE BETWEEN MAP 10, LOT 42 AND MAP 10, LOT 70 (N/F OF TOWN OF BRISTOL), THENCE RUNNING ALONG SAID LINE THE FOLLOWING COURSE;
12. NORTH 74 DEGREES - 04 MINUTES - 47 SECONDS EAST, A DISTANCE OF 23.10 FEET TO A POINT, THENCE RUNNING WITHIN MAP 10, LOT 42 THE FOLLOWING FOUR (4) COURSES;
13. SOUTH 62 DEGREES - 20 MINUTES - 32 SECONDS EAST, A DISTANCE OF 49.89 FEET TO A POINT, THENCE;
14. SOUTH 15 DEGREES - 14 MINUTES - 01 SECOND EAST, A DISTANCE OF 87.29 FEET TO A POINT, THENCE;
15. SOUTH 74 DEGREES - 45 MINUTES - 59 SECONDS WEST, A DISTANCE OF 2.47 FEET TO A POINT, THENCE;
16. SOUTH 15 DEGREES - 16 MINUTES - 10 SECONDS EAST, A DISTANCE OF 28.88 FEET TO A POINT, ON THE DIVISION LINE BETWEEN MAP 10, LOT 42 AND MAP 10, LOT 60, THENCE RUNNING WITHIN MAP 10, LOT 60 THE FOLLOWING FIVE (5) COURSES;
17. SOUTH 15 DEGREES - 16 MINUTES - 10 SECONDS EAST, A DISTANCE OF 20.85 FEET TO A POINT, THENCE;
18. NORTH 74 DEGREES - 53 MINUTES - 23 SECONDS EAST, A DISTANCE OF 2.47 FEET TO A POINT, THENCE;
19. SOUTH 15 DEGREES - 14 MINUTES - 01 SECOND EAST, A DISTANCE OF 82.37 FEET TO A POINT, THENCE;
20. SOUTH 50 DEGREES - 09 MINUTES - 49 SECONDS EAST, A DISTANCE OF 21.69 FEET TO A POINT, THENCE;
21. SOUTH 14 DEGREES - 36 MINUTES - 20 SECONDS EAST, A DISTANCE OF 45.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 8,068 SQUARE FEET, 0.185 ACRES

CONTROL POINT ASSOCIATES

*Charles E. Lent*

CHARLES E. LENT  
STATE OF RHODE ISLAND  
PROFESSIONAL LAND SURVEYOR #1947



Received for record at Bristol, RI  
5/20/2024 11:47:59 AM

*Michael J. [Signature]*

Prepared By: EGF  
Reviewed By: CEL

