

**TERMINATION OF
ACCESS AND CROSS EASEMENT AGREEMENT**

Between

TOWN OF BRISTOL, RHODE ISLAND

And

KANE'S WAY CONDOMINIUM ASSOCIATION

This Termination of Access and Cross Easement Agreement ("Termination") is hereby entered into by and between the Town of Bristol, Rhode Island, a municipal corporation located in the State of Rhode Island, having a mailing address of 10 Court Street, Bristol, Rhode Island 02809 (the "Town"), and Kane's Way Condominium Association (the "Association"), having a mailing address of 751 Metacom Avenue, #20, Bristol, Rhode Island, 02809. The Town and the Association may be individually referred to herein as a "party" and collectively as the "parties".

WHEREAS, the Town owns the property on the west side of Metacom Avenue in the Town of Bristol currently shown as Tax Assessor's Plat 92, Lot 89, and is the successor in interest to Deer Run Development, and such property has been deed restricted as Open Space (the "Town Property"); and

WHEREAS, the Association owns the property on the west side of Metacom Avenue at 751 Metacom Avenue in the Town of Bristol, currently shown as Tax Assessor's Plat 90, Lot 24, as successor in interest to Kane's Way, LLC, immediately to the south of the Town Property, as a Common Element of the Association ("Kane's Way Property"); and

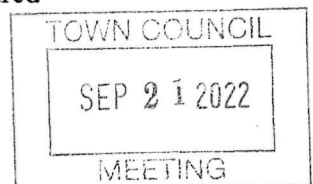
WHEREAS, both the Town Property and Kane's Way Property are benefitted and burdened by an Access and Cross Easement agreement originally between Deer Run Development, LLC and Kane's Way, LLC, recorded in Town of Bristol Land Evidence Records at Book 1401, Page 173 (the "Easement"); and

WHEREAS, a paper street extension of San Francisco Street, to the south of the Town Property and southwest of the Kane's Way Property has now been developed, and it can provide alternate access to the Town Property and access through the Kane's Way Property via the Easement is no longer necessary; and

WHEREAS, the Town and the Association now mutually want to terminate the Easement and resolve any and all disputes, past and present regarding the Easement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the agreements hereinafter set forth, the Town and the Association hereby agrees as follows:

1. **Settlement Payment.** The Town will pay to the Association, within ten (10) days of complete execution of this Termination, the sum of Three Thousand Five Hundred



Dollars (\$3,500.00), which may be used by the Association for any purpose whatsoever consistent with the Declaration and By-laws of the Association.

2. **Town Actions.** The Town will remove any road grindings that have been used for the parking lot surface, remove any signs that direct the public to the Town Property via the Kane's Way Property, and install a boulder or boulders to close the entrance to the Town Property parking area from the Kane's Way property.
3. **Termination of Easement.** Upon completion of the above items, the parties hereby agree that the **EASEMENT SHALL CEASE TO EXIST AND BE NULL AND VOID.**
4. **Full Satisfaction.** The Settlement Payment is in full satisfaction of each and every claim that the Association may have against the Town, including without limitation with regard to any past obligation to share the costs to maintain the shared entryway and exit (a/k/a "exist") set forth in the Easement.
5. **Release.** The Association for itself, and each of its present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, partners, parents, subsidiaries, affiliates, predecessors, officers, directors, shareholders, members, trustees, beneficiaries, employees, fiduciaries, advisors, successors, assigns and all those who claim through it or could claim through it (collectively "**RELEASORS**") unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge the Town and each of its present, former and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for the Town or on its behalf (collectively the "**RELEASEES**"), and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the **RELEASORS**, or its attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the **RELEASEES**, and the claims made or which could have been made by the **RELEASORS** against **RELEASEES** regarding such matters (collectively "**RELEASED MATTERS**").
6. **Covenant Not to Sue.** The **RELEASORS** agree not to cause claims to be made in any court or other forum against the **RELEASEES** for any matter within the scope of the releases contained herein.

7. **Further Assurances.** Each party agrees to take all reasonable steps necessary to effectuate the terms of this Termination.
8. **No Admission of Liability.** Each of the parties understands and agrees that this Termination and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Termination and the settlement provided for herein shall not be construed or viewed as an admission by any party of liability or wrongdoing, such liability being expressly denied. This Termination, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the parties acted illegally, improperly, or in breach of law, contract or proper conduct.
9. **Choice of Law.** This Termination shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Rhode Island without regard to Rhode Island's choice of law rules.
10. **No Interpretation of Captions or Headings.** The captions and headings within this Termination are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Termination.
11. **Severability.** If any provision of the Termination or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, the parties agree that such a determination of invalidity shall not affect other provisions or applications of the Termination which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
12. **Neutral Interpretation and Counterparts.** The parties shall be deemed to have cooperated in the drafting and preparation of this Termination. Hence, any construction to be made of this Termination shall not be construed against any party. This Termination may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Termination constitute an original signature.
13. **Integration / Single Termination.** This Termination constitutes a single, integrated, written contract expressing the entire understanding and agreement between the parties, and the terms of the Termination are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the parties with respect to the subject matter of this Termination and the parties declare and represent that no promise, inducement or other agreement not expressly contained in this Termination has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Termination may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Termination. This provision does not apply either to

any other business relationship between the parties not related to the subject matter of the release with this Termination.

14. **Amendments to the Termination.** This Termination shall not be altered, amended or modified by oral representation made before or after the execution of this Termination. All amendments or changes of any kind must be in writing, executed by all parties.
15. **Advice of Counsel.** Each party to this Termination acknowledges that he, she, or it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Termination. The individuals whose signatures are affixed to this Termination in a personal or representative capacity represent that they are competent to enter into this Termination and are doing so freely and without coercion by any other party or non-party hereto.
16. **Successors.** This Termination shall inure to the benefit of the respective heirs, successors (including successors in title), and assigns of the parties, and each and every one of the RELEASEES shall be deemed to be intended third-party beneficiaries of this Termination.

In Witness Whereof, the parties have caused these presents to be executed under seal by their duly authorized representative on this 15TH day of SEPTEMBER, 2022.

Town of Bristol

By: 

Steven Contente, its Town Administrator, duly authorized by Town Council vote of July 13, 2022 in Executive Session.

Kane's Way Condominium Association

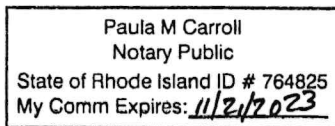
By: 

Rick Costa, its President, duly authorized by vote of the Kane's Way Condo Assoc. on Sept 7th, 2022.

State of Rhode Island

County of Bristol

In the Town of Bristol, in said County, on the 15 day of September, 2022 before me personally appeared the above-named, Steven Contente, Town Administrator of the Town of Bristol, Rhode Island, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of said Town of Bristol.



Paula M. Carroll

Notary Public

My Commission Expires: 11/21/2023

State of Rhode Island

County of Bristol

In the Town of Bristol, in said County, on the 15 day of September, 2022 before me personally appeared the above-named, Rick Costa, President of the Kane's Way Condominium Association, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of said Association.

Paula M. Carroll

Notary Public

My Commission Expires: 11/21/2023

