

## AGREEMENT TO ACQUIRE ACCESS EASEMENT

This Agreement to define a parking access easement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between John J. Marshall or nominee (hereinafter referred to as "Grantee"), and the Herreshoff Marine Museum (hereinafter referred to as "Grantor").

The parties hereby agree as follows:

### 1. Premises.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor grants to the Grantee and the Grantee's assigns a non-exclusive access easement (the "Access Easement") to reach the proposed garage door(s) serving 18 Burnside Street / 1 Resolute Lane, Bristol, Rhode Island.

The Access Easement may be used by pedestrians and vehicles over the Grantor's property, specifically the northerly forty (40) feet of Bristol Tax Assessor's Lots 19 and 21 on Plat 16, as depicted on Exhibit A.

The Access Easement includes the right to construct, repave, and maintain a driveway connection from the southerly terminus of Resolute Lane to the proposed parking garage doors on the first floor of 1 Resolute Lane.

See Exhibit A for the area subject to this non-exclusive access easement.

### 2. Closing.

"Closing" means the settlement at which the Grantor delivers to the Grantee an easement in perpetuity, in recordable form. The Closing shall occur at the law offices of \_\_\_\_\_ at 10:00 a.m. on or before \_\_\_\_\_, 2025 (the "Closing Date"), or at such other time and place as the parties may agree, including to accommodate the Town of Bristol's review and/or approval of an adaptive reuse application to convert the premises to condominiums with a parking garage on the first floor of 1 Resolute Lane.

### 3. Possession / Use.

At Closing, the Grantee shall have the right to use the Access Easement in accordance with this Agreement and the easement document delivered at Closing.

### 4. Engineer's Inspection.

The Grantee may, at the Grantee's sole cost and expense, have the premises inspected by a licensed professional engineer.

### 5. Notices.

All notices, demands, and other communications required or permitted under this Agreement shall be in writing and delivered (a) by hand, (b) by Federal Express (or comparable overnight courier) with charges prepaid, or (c) by U.S. mail, postage prepaid. Notices shall be sent to the Grantor or the Grantee, as applicable, at their addresses first set forth above, or to such other address as either party designates by written notice given in accordance with this Section.

6. Survival.

Except as expressly stated in this Agreement, no representations, covenants, or obligations of either party survive the Closing.

7. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written statements, representations, and agreements. This Agreement may be amended, waived, or modified only by a written instrument signed by the party to be bound.

8. Governing Law; Severability; Headings.

This Agreement is governed by and shall be construed in accordance with the laws of the State of Rhode Island. If any provision is held unenforceable or invalid, the remaining provisions shall remain in full force and effect. Captions and headings are for convenience only and shall not affect interpretation.

9. Binding Effect; Counterparts.

This Agreement does not constitute an offer or acceptance by the Grantor and is not binding until executed and delivered by both the Grantor and the Grantee. Upon such execution and delivery, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement on the date first above written.

Herreshoff Marine Museum

\_\_\_\_\_  
By

\_\_\_\_\_  
John J. Marshall

### Access Easement for Parking

KNOW ALL MEN BY THESE PRESENTS, that Herreshoff Marine Museum for good and valuable consideration paid, grant to John J. Marshall and his successors and assigns, a non-exclusive parking access easement for the purpose of vehicular and pedestrian ingress and egress over, across, and through the real property described in Exhibit A ("Easement Area"), subject to the terms and conditions specified herein.

The Access Easement Area is on that parcel of land situated in Bristol, Rhode Island, measuring approximately (40') feet by (123.80') feet along a radius turn, , specifically the northerly forty (40) feet of Bristol Tax Assessor's Lots 19 and 21 on Plat 16, more particularly shown and described in Exhibit "A" attached hereto and made a part hereof.

The purpose of this Easement is to allow vehicle and foot access for parking garage ingress and egress. Parking within the Access Easement Area is expressly prohibited.

Responsibility for maintenance, repair, and upkeep of the Access Easement Area shall be as agreed by the parties or as required to permit unhindered access, unless otherwise specified.

This Easement shall be appurtenant to and run with the land in perpetuity.

The terms and conditions of this Easement may be modified only by written instrument executed and recorded by both parties.

This Easement shall be construed under the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Grantor has duly executed this document on the date first above written.

Herreshoff Marine Museum

By \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF BRISTOL

In the Town/City of Bristol on the \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Herreshoff Marine Museum, to me known and known by me or proved to me through satisfactory evidence to be the party executing the foregoing instrument on behalf of said corporation and acknowledged that he/she executed said instrument with proper authority for the purposes stated therein as his/her/their free act and deed in said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

