

**DEED OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS**

THIS DEED OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS (this "Deed") is made this <sup>28<sup>th</sup></sup> day of December, 2020 for consideration paid and other good and valuable consideration of less than One Hundred and 00/100 Dollars (\$100), the receipt and sufficiency of which are hereby acknowledged, by and between **ARTHUR H. GOLDSTONE**, of Little Compton, Rhode Island herein referred to as the "GRANTOR" and the **LITTLE COMPTON AGRICULTURAL CONSERVANCY TRUST**, an agency of the Town of Little Compton, County of Newport, State of Rhode Island and its successors or assigns, designated as a governmental unit under Section 170b1A(v) of the Internal Revenue Code of 1986, as amended, hereinafter referred to as the "GRANTEE". GRANTOR and GRANTEE are hereinafter sometimes collectively referred to as "Parties."

WHEREAS, the GRANTOR is the owner in fee simple of that certain parcel of land located in Little Compton, Newport County, Rhode Island and described as Lot 7-2 on Little Compton Tax Assessor's Plat 14, located at 19 Grange Avenue in Little Compton and hereinafter referred to as the "Protected Property" and legally described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Protected Property consists of primarily open space. The open space is referred to herein as the "Conservation Values"; and

WHEREAS, the wooded areas, coastal features and various habitat types and other natural characteristics of the Protected Property, which also support a wide diversity of species as well as its state of improvement, are described in a Baseline Documentation Report ("Report") to be prepared by the GRANTEE with the cooperation of GRANTOR. This Report shall be maintained in the offices of GRANTEE. This Report shall describe the condition of the Protected Property, including the natural characteristics and any man-made structures, as of the Date of the Report. The Report may be used by GRANTEE to insure that any future changes in the use of the Protected Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Protected Property at the time this Deed is executed if there is a controversy over the Protected Property' use; and

WHEREAS, the GRANTOR is willing to devote the Protected Property to the preservation of Conservation Values and to restrict the use of the Protected Property according to terms and conditions hereinafter set forth; and

NOW THEREFORE, GRANTOR does hereby forever grant, transfer, assign with Warranty Covenants and conveys in perpetuity to the Little Compton Agricultural Conservancy Trust the Development Rights (as defined in Exhibit "B" attached hereto and incorporated herein entitled: "Covenant Regarding Restriction of Protected Property and Reservation of Rights"), and covenants that the restrictions and the conditions set forth in Exhibit "B" attached hereto and incorporated herein and shall bind GRANTOR and his heirs, devisees, legal representatives, successors and assigns, and that said restrictions and conditions shall be perpetual and shall run with the land, and that the Protected Property shall not be converted to non-agricultural uses except as specifically permitted herein.

The purpose of this Deed is to protect the Conservation Values of the Protected Property by conveying all the Development Rights and set forth in Exhibit "B" to GRANTEE and placing the conservation restrictions on the Protected Property that permit only the preservation of the Conservation Values as provided in the Baseline Documentation that are consistent with the preservation of the Conservation Values.

1. GRANTEE has the right to enforce the terms and conditions of this Deed. Upon reasonable written advance notice to the GRANTOR or his assigns (unless in the case of an emergency on an ongoing or imminent violation that could seriously impair the Conservation Values of the Protected Property, in which case no prior written notice to GRANTOR shall be required) , GRANTEE or its agents may enter the Protected Property to inspect for violations. If GRANTEE finds a violation, GRANTEE shall give GRANTOR written notice thereof and GRANTOR shall have forty-five (45) day to correct or remedy such violation and restore the Protected Property to its former state prior to such violation and in a manner consistent with the Conservation Values. If such violation is not corrected within said forty-five (45) day period,

GRANTOR may, at its discretion, take appropriate legal action at law or equity.

2. GRANTOR covenants that he is seized of the Protected Property in fee simple, has good right to grant and convey the Development Rights, that the Protected Property is free and clear of any and all encumbrances, except those matters as set forth on Exhibit "A" and that all existing liens, attachments, mortgages or similar encumbrances on the Protected Property have been discharged, except real estate taxes assessed December 31, 2020 by the Town of Little Compton.

3. If GRANTEE at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

4. GRANTOR, for his devisees, successors and assigns further covenants and agrees to pay all real estate taxes and assessments levied by competent authorities on the parcel subject of this Deed, so long as GRANTOR owns the underlying fee title to the Protected Property.

5. This Deed shall be interpreted under the laws of the State of Rhode Island and the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of GRANTEE so as to preserve the Conservation Values of the Protected Property and to give maximum effect to the purposes of this Deed.

6. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

7. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "GRANTOR" and "GRANTEE" whenever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named GRANTOR and his personal

representatives, heirs, devisees, successors, and assigns, and the above-named GRANTEE and its successors and assigns.

8. Limitation on Amendments: This Deed is intended by the Parties to protect the Conservation Values of the Protected Property in perpetuity. There may come a time when unusual and unforeseen circumstances arise which in the judgment of GRANTOR and GRANTEE merit consideration of amendment or modification of this Deed or the exhibits thereto, and GRANTEE determines, in its sole and absolute discretion, that such amendment or modification is appropriate to enhance the preservation of the Protected Property in perpetuity, to correct an error or clarify an ambiguity, to add new land area for the protection of the Protected Property, to remove a GRANTOR's retained right, or to upgrade standard language and format to reflect statutory or regulatory changes, improve enforcement and improve administration, and is consistent with the conservation purposes of this Deed. Such amendment must meet ALL of the following criteria, as determined by GRANTEE in its sole and absolute discretion:

- a. clearly serve the public interest and be consistent with GRANTEE's mission;
- b. comply with all applicable federal, state and local laws including but not limited to Title 34, Chapter 39 and Title 45, Chapter 36 of the General Laws of Rhode Island, as amended, and Sections 170(h) and 501(c)3 of the Code;
- c. not jeopardize GRANTEE's tax-exempt status or status as a charitable organization under federal or state law;
- d. not result in private inurement or confer an impermissible private benefit;
- e. be consistent with the Purpose(s) of this Deed;
- f. not be inconsistent with the charitable intent of the GRANTEE and any direct funding source;
- g. have a net beneficial or neutral effect on the relevant Conservation Values protected by this Deed;
- h. not negatively affect the enforceability of this Deed;
- i. comply with GRANTEE's Amendment Policies; and
- j. have obtained any and all approvals required by Section 34-39-5 of the General Laws of Rhode Island, 1956, Reenactment of 2011, as amended.

The Parties may not amend this Deed in any way that could adversely affect the perpetual duration of this Deed with respect to all or any portion of the Protected Property. Any amendment of this Deed in accordance with this Paragraph shall be executed by GRANTEE or by GRANTEE's successor in title to the benefits of this Deed and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies and recorded in the official land records of the town where the Protected Property is located. GRANTEE shall not be liable for any failure to grant approval under this paragraph. Any such amendment shall be subject to all applicable federal and state laws and regulations. In the event that any Court or governmental entity with jurisdiction makes a final determination that an otherwise approved amendment is in violation of any provision of law or impacts the status of this easement, then such amendment approval shall be void in whole or in part as may be necessary to maintain this Deed in good standing or to avoid any detrimental action or determination by such Court or governmental entity.

9. EXTINGUISHMENT. GRANTOR hereby agrees that at the time of the conveyance of this Deed to GRANTEE, this Deed gives rise to a real property right, immediately vested in GRANTEE. The value of GRANTEE's real property right is represented by the ratio of the value of this Deed on the date of this Deed to the value of the Protected Property, without deduction for the value of the Deed, on the date of this Deed, as determined in accordance with the valuation substantiation requirements of Treas. Reg. Section 1.170A-14(h)(3) (the "GRANTEE'S percentage interest"). For purposes of this Paragraph, the ratio of the value of this Deed to the value of the Protected Property unencumbered by this Deed shall remain constant, and GRANTEE'S percentage interest in the fair market value of the Protected Property thereby determinable shall remain constant. If a subsequent unexpected change in the conditions surrounding the Protected Property can make impossible or impractical the continued use of the Protected Property for conservation purposes, this Deed or the rights and restrictions contained herein, can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction and in accordance with state law. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and

prior to the payment of any costs or expenses associated with such sale, GRANTEE shall be entitled to receive GRANTEE's percentage interest in the gross proceeds of such sale, exchange, or involuntary conversion of the Protected Property in priority to the owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion, and in priority to any other lien or claim encumbering the Protected Property, as such percentage interest is determined under the provisions of this Paragraph and with strict adherence to Treasury Reg. Section 1.170A-14(g)(6). The owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion shall bear the responsibility for the payment and satisfaction of any claims or liens against the Protected Property. If GRANTEE does not receive its percentage interest from the proceeds of such sale, exchange, or involuntary conversion, then GRANTEE may recover the resulting deficiency from the post-extinguishment owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion. GRANTEE may record a lien to secure its recovery of such deficiency. All such proceeds received by GRANTEE shall be used by GRANTEE in a manner consistent with the Purpose of this Deed. Any extinguishment of this Deed or the rights or restrictions contained in this Deed in accordance with the provisions of this Paragraph shall be recorded in the official land records of the town where the Protected Property is located and GRANTEE shall, upon request, promptly and without charge, execute in recordable form and deliver to GRANTOR such instrument as GRANTOR may reasonably request for this purpose. In the event of extinguishment, the provisions of this Paragraph shall survive extinguishment. Whenever all or any part of the Protected Property or an interest therein is taken by public authority under power of eminent domain or other act of public authority, then GRANTOR and GRANTEE shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. The respective rights of GRANTOR and GRANTEE set forth in this subparagraph shall be in addition to, and not in limitation of, any rights they may have at common law. GRANTEE shall use its share of the proceeds in a manner consistent with the Purpose set forth herein.

10. The GRANTEE shall, in accordance with the provisions contained in this paragraph, have the right to enter the Protected Property for the purposes described in this paragraph by means of pedestrian access over the right of way described in Exhibit "A" attached hereto on

property adjacent to and East of the Protected Property, identified as Lot 6A99 on Little Compton Tax Assessors' Plat 14 ("Adjacent Parcel"), which Adjacent Property is or will be titled in a trust of which GRANTOR is the donor. PROVIDED HOWEVER, GRANTEE hereby indemnifies and holds harmless the owner of said Adjacent Parcel with respect to any injury, loss, or claim of any kind or nature whatsoever made against the owner of the Adjacent Parcel arising from or occasioned by GRANTEE's or GRANTEE'S agents and invitees presence on the Adjacent Parcel for purposes of access to the Protected Property or otherwise. Accordingly, GRANTEE shall have the right at all reasonable times after giving GRANTOR reasonable prior written notice of the time and date of such inspection, for the purposes of: (a) inspecting the Protected Property to determine if the GRANTOR or his assigns are complying with the covenants and purposes of this Deed; (b) subject to the terms of paragraph 1 hereof, enforcing the terms of this Deed; and (c) in accordance with the terms and conditions of paragraph 1 hereof, taking any and all actions with respect to the Protected Property as may be necessary or appropriate to remedy or abate violations hereof.

11. Except as specifically set forth herein, nothing contained in this Deed shall give or grant any right to enter upon or use the Protected Property, or any portion thereof, where no such right existed immediately prior to the execution of this Deed.

12. GRANTOR agrees that the terms, conditions, restrictions and purposes of this Deed will either be incorporated by reference or inserted by the GRANTOR in any subsequent deed or other legal instrument by which the GRANTOR divests himself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest.

[Remainder of Page Intentionally Left Blank]

13. Any notices required in this Deed shall be sent by registered or certified mail or by nationally recognized overnight courier service to the following address or such address as may be hereafter specified by notice in writing: GRANTOR: Arthur H. Goldstone, Post Office Box 559, Little Compton, Rhode Island 02837, with a copy to Meryl G. Finkelstein, Esquire, Brick & Patel LLP, 600 Fifth Avenue, 14<sup>th</sup> Floor, New York, NY 10020 and David I. Lough, Esq., Hinckley, Allen & Snyder, LLP, 100 Westminster Street, Suite 1500 Providence, RI 02903-2319 and GRANTEE: the Little Compton Agricultural Conservancy Trust, Post Office Box 937, Little Compton, RI 02837-0937.

[Remainder of Page Intentionally Left Blank -Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.


GRANTOR:



\_\_\_\_\_  
ARTHUR H. GOLDSTONE

GRANTEE:

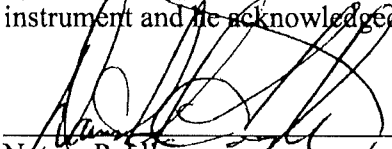
LITTLE COMPTON AGRICULTURAL  
CONSERVANCY TRUST

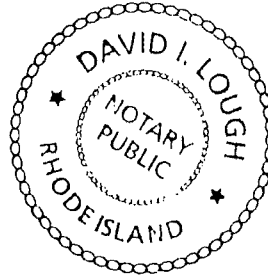
By:   
Name: WILLIAM PICTOR  
Title: CHAIR

[Notaries Appear on Following Page]

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Little Compton, on this 21<sup>st</sup> day of December, 2020, before me personally appeared Arthur H. Goldstone, who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency, or  personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed.

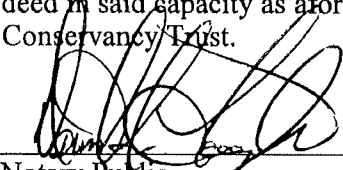
  
\_\_\_\_\_  
Notary Public  
Printed Name: David I. Lough  
My Commission Expires: July 3, 2021

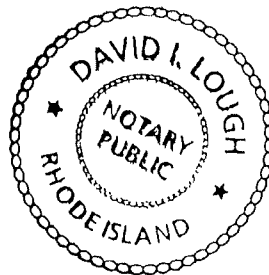


[Affix Notary Stamp]

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Little Compton, on this 28<sup>th</sup> day of December, 2020, before me personally appeared William H. Richmond, who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency, or  personal knowledge of the undersigned, the Chairman of Little Compton Agricultural Conservancy Trust, the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in said capacity as aforesaid and the free act and deed of Little Compton Agricultural Conservancy Trust.

  
\_\_\_\_\_  
Notary Public  
Printed Name: David I. Lough  
My Commission Expires: July 3, 2021



[Affix Notary Stamp]

EXHIBIT "A"(Legal Description of the Protected Property)

That certain lot or parcel of land situated in the Town of Little Compton, County of Newport, State of Rhode Island, designated as "PARCEL "B" 5.96 Acres +/- (Assessors' Plat 14 Lot 7-2)" and being shown on that certain plan titled, "Land of Arthur H. Goldstone & Susan T. Goldstone Grange Avenue (W. Side) Little Compton, R. I. 1"= 50' Aug. 11, 1987 J.P. Amarantes, R.L.S. Rev. Sept. 8, 1987" prepared by James P. Amarantes and recorded with the Little Compton, Rhode Island Land Evidence Records (the "Land Records") in Plan Book 9 at Page 17, said property being identified as Lot 7-2 on Little Compton Tax Assessors' Plat 14, as presently constituted.

SUBJECT TO and TOGETHER WITH that certain private 40 foot right of way from Grange Avenue depicted on those two (2) certain plans recorded with the Land Records in Plan Book 7 at Page 49 and in Plan Book 9 at Page 17.

Said premises herein conveyed are also shown as "Lot 7-2" on the plan titled, "PLAN OF LAND PREPARED FOR LITTLE COMPTON AGRICULTURAL CONSERVANCY TRUST, PLAT 14 LOT 7-2 19 GRANGE AVE, LITTLE COMPTON, RHODE ISLAND SCALE: 1'=60' DATE; DECEMBER 22, 2020" prepared by Able Engineering, Inc. and recorded with the Land Records in Plan Book \_\_\_ at Page \_\_\_ immediately prior to the recording of this Deed of Development Rights and Conservation Restrictions, and more particularly described as follows:

Beginning at a point in the center of a stone wall, said point being the northeasterly corner of the described parcel and being the northwesterly corner of other land of the grantor;

Thence running S 35°00'54" E (and passing through a rebar found) a distance of 326.00' to a granite bound found;

Thence running N 56°04'51" E a distance of 156.12' to a point;

Thence running N 57°48'36" E a distance of 35.12' to a granite bound set, said point being the northwesterly corner of a 40' wide right of way appurtenant to the described parcel;

Thence running S 29°37'24" E a distance of 322.04' to a granite bound found;

Thence running S 60°29'30" W a distance of 22.72' to a granite bound found;

Thence running S 29°39'58" E a distance of 189.33' to a granite bound found, said point being the southeasterly corner of the described parcel;

Thence running S 59°09'24" W a distance of 300.10' to a drill hole found on top of a boulder in a stone wall, said point being the southwesterly corner of the described parcel;

Thence running N 39°32'03" W along the centerline of a stone wall a distance of 225.00' to a point;

Thence running N 40°26'15" W along the centerline of a stone wall a distance of 175.75' to a point;

Thence running N 40°20'49" W along the centerline of a stone wall a distance of 400.14' to a drill hole found in the corner of said stone wall, said point being the northwesterly corner of the described parcel;

Thence running N 50°09'34" E along the centerline of a stone wall a distance of 137.85' to a point; and

Thence running N 51°39'37" E along the centerline of a stone wall a distance of 113.00' to the point of beginning.

Containing an area of 5.838 acres, more or less

Together with a 40' wide right of way for access and utilities to and from Grange Avenue. Said right of way being described in Book 66 at Page 258 of the Land Records and being shown on the plan in recorded in Plan Book 7 at Page 49 of the Land Records.

Together with a 20' wide right of way, running southerly from the southwest corner of the described parcel. Said right of way being described in Book 66 at Page 258 of the Land Records and in Book 37 at Page 292 of the Land Records.

Subject to an easement for surface drainage, drain lines and catch basins as shown on the first referenced plan of land.

For reference purposes only, see the following deeds pertaining to the property described in this Exhibit "A" or portions thereof: (i) that certain Warranty Deed from Jeffrey F. Chandor and Mary M. Chandor dated June 26, 1986 and recorded with the Land Records in Book 66 at Page 258 and (ii) that certain Warranty Deed from Arthur H. Goldstone and Susan T. Goldstone dated January 22, 2010 and recorded with the Land Records in Book 201 at Page 122

EXHIBIT BCOVENANT REGARDING  
RESTRICTION OF PROTECTED PROPERTY AND RESERVATION OF RIGHTS

A. The GRANTOR covenants for himself, his heirs, devisees, legal representatives, successors and assigns, that the Protected Property will at all times be held, used and conveyed subject to, and not used in violation of, the following restrictions and such restrictions and prohibited activities are hereinafter collectively referred to as, the "Development Rights":

- (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt driveway, road, parking lot, mobile home, solar energy structure, utility pole, tower, conduit or line or other temporary or permanent structure or improvement requiring construction shall be constructed, placed or permitted to remain on the Protected Property;
- (2) No loam, peat, gravel, soil, sand, bed rock, other natural resource or deposit, or stone wall shall be excavated, dredged, or removed from the Protected Property and no land which is currently in agricultural use on the Protected Property shall be disturbed, except that the construction of an irrigation pond(s) is permitted;
- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever shall be placed upon or stored on the Protected Property; except that disposal of yard clippings (including the composting of biodegradable matter for use on the Protected Property) produced on the Protected Property is allowable so long as such storage is done in accordance with all applicable laws and regulations and in such a manner so as to not impair the Conservation Values of the Protected Property;
- (4) The intent of this grant is the perpetual protection and preservation of open space. As a result, the only permitted use or activity permitted or reserved by Grantor with respect to the Protected Property shall be hunting by the GRANTOR or the GRANTOR'S invitees only, mowing/required annual maintenance and minimal brush deposits that will naturally decompose. No other use or activity shall be permitted. The GRANTOR and the GRANTEE acknowledge and agree that no concerts or other public gatherings shall be carried on at the Protected Property - such activities are acknowledged by the GRANTOR and the GRANTEE as being detrimental to the conservation of the Protected Property, or detrimental to water conservation, soil conservation, or to good forestry management practices;
- (5) The Protected Property, subject to the terms of this Deed, shall be used for all uses it is currently being used for;

- (6) Except for the plans referenced and described on Exhibit "A" attached hereto, no further subdivision or division of the Protected Property or any portion thereof shall be permitted;
- (7) The GRANTOR hereby reserves to and for himself, his heirs, devisees, legal representative, successor and assigns all other customary rights and privileges of ownership not prohibited or regulated by the terms of this Deed or inconsistent with the protection of the Conservation Values and except as specifically set forth herein nothing contained in this Deed shall give or grant any right to enter upon or use the Protected Property or any portion thereof where no such right existed immediately prior to the execution of this Deed or reserved herein;
- (8) The GRANTOR reserves the right to continue using the Protected Property and all improvements thereon in the same manner as it is currently used, including the right to fix, maintain and repair the same as may be required; and
- (9) GRANTOR further reserves the right to apply for any tax deductions for a charitable contribution to GRANTEE which may be available pursuant to Section 1011 (b) or other relevant provisions of the Internal Revenue Code of any difference between the fair market value of the granted Protected Property and the consideration paid herewith.

B. The Parties hereby covenant and agree that for all approvals required from the GRANTEE relative to this covenant, the following procedure shall be followed:

- (1) The GRANTOR shall notify the GRANTEE in writing of any intended use or intent to engage in any activity when such use or activity requires approval hereunder, and shall submit to the GRANTEE plans and such other information the GRANTEE requires to reasonably determine that the use or activity is consistent with the purpose of this covenant; prior to making an application for approval under this section, the GRANTOR shall have obtained all other required permits;
- (2) The GRANTEE shall approve, with or without conditions, only upon finding that: a) the proposed use, activity, structure or building is authorized by Chapter 42-82 of the Rhode Island General Laws and b) that said use, activity, structure or building shall not defeat or derogate from the intent of this covenant to provide for the perpetual protection and preservation of the conserved land. If the GRANTEE shall approve or approve with conditions, said request, it shall issue a certificate of approval suitable for recording and if the GRANTEE is unable to make findings necessary for approval, it shall state in writing its reason therefore to the GRANTOR; and
- (3) The GRANTEE reserves the right to inspect any approved use or activity for conformity with its certificate of approval. In the case of a building or structure,

upon its satisfactory completion in accordance with said approval, the GRANTEE shall issue to the GRANTOR a certificate of completion in recordable form.

Filed in the Town Clerk's Office  
Little Compton, RI  
on DEC 28, 2020 08:58 AM  
Witness

*Shirley A. Oliveira*  
Dep. TOWN CLERK