

EXHIBIT A

BK 183PG 171

Upon recording return to:  
Sabiha Malik, Esq.  
Rhode Island Housing and Mortgage Finance Corporation  
44 Washington Street  
Providence, Rhode Island 02903

EASEMENT AGREEMENT

This Easement Agreement is made as of August 30, 2002 by and between Blueberry Heights Housing Cooperative Corporation, a Rhode Island non-profit corporation (the "Corporation"), and Rhode Island Housing and Mortgage Finance Corporation ("RIH") (as amended from time to time, this "Agreement").

WITNESSETH

WHEREAS, contemporaneously with the execution and delivery of this Agreement and pursuant to that certain Warranty Deed, dated as of the date hereof, executed by the Corporation in favor of RIH and recorded on August 30, 2002 in the office of the Recorder of Deeds of West Greenwich, Rhode Island in Book 183 at Page 167 (the "Deed"), the Corporation has sold, transferred and assigned to RIH the real property and all buildings and improvements located thereon described in Exhibit A attached hereto and made a part hereof (the "Land");

001764

WHEREAS, the Land is described in that certain plan entitled "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION RECORDED PLAN ASSESSORS PLAT 14 LOT 15.1, WEST GREENWICH, RHODE ISLAND PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION, PREPARED BY: ALPHA ASSOCIATES JUNE, 2002 DWG 5463AD REV. 7/8/02" (the "Plan"); and

TOWN CLERK  
WEST GREENWICH, R.I.  
2002 AUG 30 AM 11:58

WHEREAS, the Corporation and RIH have agreed that the Corporation shall have (i) an easement on the Land as shown on the Plan as "PROPOSED 20' WIDE WATERLINE EASEMENT TO BE CENTERED ON EXISTING WATERLINE" (the "Existing Waterline Easement"), (ii) an easement on the Land as described in Exhibit B attached hereto and made a part hereof and shown on the Plan as "20' WATERLINE EASEMENT" (the "New Waterline Easement"), (iii) an easement on the Land as described in Exhibit C attached hereto and made a part hereof and shown on the Plan as the "WELLHEAD AREA" (the "Wellhead Area Easement"), and (iv) an easement on the Land as described in Exhibit D attached hereto and made a part hereof and shown on the Plan as the "WELLHEAD PROTECTION AREA" (the "Wellhead Protection Area Easement"), in each case for certain specified purposes and uses and, in some cases, for a specified period of time, all as set forth in this Agreement;

NOW, THEREFORE, for value received, and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Existing Waterline Easement. RIH hereby grants the Existing Waterline Easement to the Corporation solely for the purposes set forth in this Section 1; provided,

*however*, that the Existing Waterline Easement shall terminate at midnight, eastern standard time, on the earliest to occur of (the "Termination Date") (a) August 30, 2004, and (b) the date on which the new water pipe line contemplated by Section 2 below first becomes operative; *provided further* that if the Corporation has diligently pursued the development and construction of the new water pipe line contemplated by Section 2 below and (i) within sixty (60) days after the date hereof, the Corporation has obtained all necessary permits, licenses and consents, and has filed all necessary notices, with respect thereto (collectively, the "Approvals") and such Approvals have not been and will not be terminated or revoked, (ii) the Corporation has obtained final construction plans with respect to such development and construction, which plans shall specify, among other things, the relocation of the existing water pipe line to the area contemplated by Section 2 below, and (iii) within sixty (60) days after the date on which the Corporation has received the Approvals, the Corporation has entered into a contract with a contractor for such development and construction and no default has occurred or could occur thereunder, then at least ninety (90) days prior to the Termination Date the Corporation may request an extension of up to six (6) months and if RIH so consents, which consent shall not be unreasonably withheld, the Termination Date shall be so extended. Upon the termination of the Existing Waterline Easement, the Existing Waterline Easement shall cease to exist and be of no further force or effect without the necessity of filing or recording any discharge or any other agreement, document or instrument. When the Existing Waterline Easement is so terminated, RIH may, in its sole discretion and without the approval or consent of the Corporation, file and record such agreements, documents or instruments as RIH may desire to reflect such termination.

The Corporation and RIH hereby acknowledge and agree that the Existing Waterline Easement is solely for the purposes of permitting the authorized representatives, agents and employees of the Corporation (each an "Authorized Person") to enter upon the Existing Waterline Easement solely for the purposes of (a) maintaining the existing water supply to the residents located on Parcel 1, as depicted on the Plan, and performing such repairs to the water pipe line located on the Existing Waterline Easement to ensure a continuous water supply to such residents, (b) removing the existing water pipe line located on the Existing Waterline Easement, and (c) obtaining access to the Wellhead Area. If in connection with the foregoing the Corporation conducts any activity on the Land (including, without limitation, the Existing Waterline Easement area) that damages, destroys or otherwise affects any improvements on the Land (including, without limitation, the Existing Waterline Easement area), the Corporation shall, at the cost and expense of the Corporation, restore the Land promptly to the condition it was in immediately prior to such activity. If the Corporation fails to so restore the Land, RIH shall have the right to terminate this Agreement by filing and recording a notice to such effect in the office of the Recorder of Deeds of West Greenwich, Rhode Island and in such other offices as RIH may deem appropriate. The Corporation hereby agrees that it shall not commence any activity contemplated by the immediately preceding clause (b) without giving RIH at least thirty (30) days prior written notice.

**Section 2. New Waterline Easement.** RIH hereby grants the New Waterline Easement to the Corporation solely for the purposes set forth in this Section 2. The Corporation and RIH hereby acknowledge and agree that the New Waterline Easement is solely for the purposes of permitting the each Authorized Person to enter upon the New Waterline Easement

solely for the purposes of (a) installing a new water pipe line in the New Waterline Easement area, (b) maintaining such new water pipe line, ensuring that such new water pipe line provides a continuous water supply to the residents located on Parcel 1, as depicted on the Plan, and performing such repairs to such new water pipe line to ensure a continuous water supply to such residents, and (c) obtaining access to the Wellhead Area. If in connection with the foregoing the Corporation conducts any activity on the Land (including, without limitation, the New Waterline Easement area) that damages, destroys or otherwise affects any improvements on the Land (including, without limitation, the New Waterline Easement area), the Corporation shall, at the cost and expense of the Corporation, restore the Land promptly to the condition it was in immediately prior to such activity. If the Corporation fails to so restore the Land, RIH shall have the right to terminate this Agreement by filing and recording a notice to such effect in the office of the Recorder of Deeds of West Greenwich, Rhode Island and in such other offices as RIH may deem appropriate. The Corporation hereby agrees that it shall not commence any activity contemplated by the immediately preceding clause (a) without giving RIH at least thirty (30) days prior written notice.

**Section 3. Wellhead Area Easement.** RIH hereby grants the Wellhead Area Easement to the Corporation solely for the purposes set forth in this Section 3. The Corporation and RIH hereby acknowledge and agree that the Wellhead Area Easement is solely for the purposes of permitting each Authorized Person to enter upon the Wellhead Area solely for the purposes of (a) installing a new well and any well-accessory structures intended to support the operation of such well, and (b) maintaining the existing wells, any new wells and any well-accessory structures that support the operation of such existing and new wells, ensuring a continuous water supply to the residents located on Parcel 1, as depicted on the Plan, and performing such repairs to such existing and new wells to ensure a continuous water supply to such residents. The rights granted in the immediately preceding sentence shall include the right to access the electricity line marked on the Plan. If in connection with the foregoing the Corporation conducts any activity on the Land (including, without limitation, the Wellhead Area) that damages, destroys or otherwise affects any improvements on the Land (including, without limitation, the Wellhead Area), the Corporation shall, at the cost and expense of the Corporation, restore the Land promptly to the condition it was in immediately prior to such activity. If the Corporation fails to so restore the Land, RIH shall have the right to terminate this Agreement by filing and recording a notice to such effect in the office of the Recorder of Deeds of West Greenwich, Rhode Island and in such other offices as RIH may deem appropriate. The Corporation hereby agrees that it shall not commence any activity contemplated by the immediately preceding clause (a) without giving RIH at least thirty (30) days prior written notice.

**Section 4. Limited Easement Over Wellhead Protection Area.** RIH hereby grants the Wellhead Protection Area Easement to the Corporation solely for the purposes set forth in this Section 4. Notwithstanding anything set forth herein, the Corporation shall not have an easement over any area included in the Wellhead Protection Area except as contemplated by the easement granted in Section 1 hereof. Without limiting the foregoing (a) the Corporation shall not have the right to build wells or any other improvements, structures or buildings in the Wellhead Protection Area or on any other part of the Land other than the Wellhead Area and

then only to the extent permitted by Section 5 hereof, and (b) the Corporation shall not, and shall not permit any other person or legal entity to, take any action or fail to take any action that would result in or cause the expansion of the Wellhead Protection Area.

**Section 5. RIH Access to and use of Land.** RIH shall have complete and unrestricted access to, and the right to build on, the Land (including without limitation, on the Wellhead Area, the Wellhead Protection Area, the Existing Waterline Easement area and New Waterline Easement area) for any purpose, subject to the Corporation's easements and rights as set forth in this Agreement and subject to the rules and regulations promulgated by the Rhode Island Department of Health with respect to wells.

**Section 6. Covenants Running With the Land.** This Agreement shall survive the execution, delivery, filing and recording of the Deed. The Corporation and RIH intend, declare and covenant, on behalf of themselves and their respective transferees, successors and assigns of the Land, or any part thereof, that this Agreement and the covenants and restrictions set forth in this Agreement (i) shall run with the Land, shall encumber the Land and shall be binding upon such transferees, successors and assigns, and (ii) are not merely a personal covenant of the Corporation and RIH. The Corporation hereby covenants that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Agreement to become effective and constitute deed restrictions and covenants running with the Land are deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that these restrictions and covenants run with the Land. Each and every contract, deed or other instrument hereafter executed conveying all or any part of the Land shall expressly provide that such conveyance is subject to this Agreement; provided, however, the restrictions and covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument provides that such conveyance is subject to this Agreement.

**Section 7. Successors and Assigns; Choice of Law; Counterparts.** This Agreement shall be binding upon the parties hereto and their respective transferees, successors and assigns. This Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State (without giving effect to its conflict of laws principles) and, where applicable, the laws of the United States of America. This Agreement may only be amended by written agreement executed by the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

[signature page follows]

[signature page follows]

c) **IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be duly executed and delivered as of the day and year set forth above.

BLUEBERRY HEIGHTS  
HOUSING COOPERATIVE  
CORPORATION

By: *Rachel Casto*

Rachel Casto, President

RHODE ISLAND HOUSING AND  
MORTGAGE FINANCE  
CORPORATION

By:

Richard H. Godfrey, Jr.,  
Executive Director

STATE OF RHODE ISLAND  
County of Providence

In Providence, in said County and State, on the \_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared the within-named Richard H. Godfrey, Jr., to me known and known by me to be the Executive Director of Rhode Island Housing and Mortgage Finance Corporation and the person executing these presents on behalf of Rhode Island Housing and Mortgage Finance Corporation, the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of Rhode Island Housing and Mortgage Finance Corporation.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed and delivered as of the day and year set forth above.

BLUEBERRY HEIGHTS HOUSING  
COOPERATIVE CORPORATION

By: \_\_\_\_\_  
Rachel Casto, President

RHODE ISLAND HOUSING AND  
MORTGAGE FINANCE CORPORATION

By: \_\_\_\_\_  
Richard H. Godfrey, Jr.,  
Executive Director

STATE OF RHODE ISLAND  
County of Providence

In Providence, in said County and State, on the 29 day of August, 2002, before me personally appeared the within-named Richard H. Godfrey, Jr., to me known and known by me to be the Executive Director of Rhode Island Housing and Mortgage Finance Corporation and the person executing these presents on behalf of Rhode Island Housing and Mortgage Finance Corporation, the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of Rhode Island Housing and Mortgage Finance Corporation.

Manuela A. Di Cristofano  
Notary Public: Manuela A. Di Cristofano  
My Commission Expires: 1/28/03

STATE OF RHODE ISLAND  
County of Providence

In Providence, in said County and State, on August 27, 2002, before me personally appeared the within-named Rachael Casto, to me known and known by me to be the President of Blueberry Heights Housing Cooperative Corporation and the person executing these presents on behalf of Blueberry Heights Housing Cooperative Corporation, the party executing the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed in such capacity and the free act and deed of Blueberry Heights Housing Cooperative Corporation.

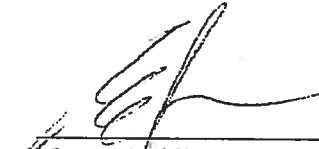
  
\_\_\_\_\_  
Notary Public:  
My Commission Expires: 06/15/05  
Richard E. Hyde, Jr

EXHIBIT A  
LEGAL DESCRIPTION

AP 14, Part of lot 15.1  
700 Victory Highway  
West Greenwich, RI

That certain parcel of land situated in the Town of West Greenwich, County of Kent, State of Rhode Island and being bounded and described as follows:

Beginning at an existing concrete bound located in the easterly line of Victory Highway, said concrete bound being situated 1043 feet more or less southerly, as measured along said easterly line of Victory Highway, of Old Raccoon Hill Road, said concrete bound being the southwest corner of land now or formerly of Ralph D. and Bonnie M. Napoliello;

Thence S 21°12'25" E, bounded westerly by Victory Highway, 98.58' to a stake in the easterly line of Victory Highway, said stake being located 50.00 feet left of centerline station 491+50.66 as shown on State Highway Plat 187;

Thence N 87°39'39" E 191.07 feet to a set stake;

Thence N 56°02'07" E, 181.98' to a set concrete bound;

Thence N 48°08'21" E, 60.65' to a set concrete bound;

Thence N 22°30'49" E, 57.81' to a set stake;

Thence S 21°12'25" E 283.57' feet to the point and place of beginning, said point also being the northwest corner of herein described parcel said last five courses being bounded southerly, southerly, southerly, southerly and westerly by land now or formerly of Leo E. Lapointe et ali;

Thence N 69°15'05" E, 1245.79' to a point;

Thence N 10°53'57" W. 506.80' to a point, said last two courses being bounded northerly and westerly by Parcel 1;

Thence N 78°17'39" E, bounded northerly by land now or formerly of Daniel L. & Catherine V. Theroux, 366.24' to an existing concrete bound with an iron pin at the southerly line of Robin Hollow Road;

Thence S 51°12'07" E, bounded northeasterly by Robin Hollow Road, 134.12 feet to an existing concrete bound;

Thence S 15°04'56" W, bounded easterly by land now or formerly of Richard H., Jr. and Sharon L. Emery, 580.26 feet to an existing iron pipe;

Thence S 15°30'43" W 903.16 feet to an existing stone bound at the north end of a stone wall, said bound being witnessed by an existing concrete bound at S 80°53' E 4.74 feet;

Thence S 68°31'00" E 376.15 feet to an existing stone bound at the center of a brook, said bound being witnessed by an existing concrete bound at S 63°20' W 0.85 feet;

Thence generally southerly along the centerline of said brook 520 feet more or less to a point, said point being S 25°31'54" E 489.66 feet from the previously mentioned existing stone bound;



AP 14, Part of lot 15.1  
700 Victory Highway  
West Greenwich, RI

- Thence S 4°31'44" W, and running along the remains of a wire fence and through a dead cedar tree, 30.00 feet to a set drill hole in a stone wall;
- Thence S 68°44'26" E 17.95 feet to a set drill hole;
- Thence S 38°50'53" E 34.01 feet to a set drill hole;
- Thence S 24°47'54" E 62.59 feet to a set drill hole;
- Thence S 20°30'59" E 33.06 feet to a set drill hole;
- Thence S 31°26'17" E 55.43 feet to a set drill hole in the corner of stone walls, said last five courses being along the line of a stone wall;
- Thence S 39°42'46" W, along the line of a stone wall, 348.52 feet to an existing drill hole at the end of said stone wall;
- Thence S 74°35'22" W 25.83 feet to an existing iron pin at a corner of stone walls;
- Thence S 28°33'01" W, along the remains of stone wall, 261.80 feet to a point;
- Thence S 31°44'18" W, along the line of a stone wall, 210.20 feet to a set iron pin at the intersection of stone walls;
- Thence N 49°04'11" W, along the line of a stone wall, 71.73 feet to a set iron pin at the end of said stone wall; said last fourteen courses being bounded generally northerly, northeasterly, southeasterly and southwesterly by land now or formerly of 102 Properties, Ltd.;
- Thence N 65°24'14" W 706.02 feet to a point, said point being witnessed by an existing concrete bound at N 88°44' W 0.44 feet, said course being bounded southwesterly in part by the aforementioned 102 Properties, Ltd. land and by land now or formerly of Edwin R. Morton Trust;
- Thence N 21°12'25" W, bounded westerly by the aforementioned Morton Trust land, 430.00 feet to a point, said point being witnessed by an existing iron pin at N 68°44' E 2.15 feet, said point being the northeast corner of a 10 foot wide right of way and easement;
- Thence N 21°12'25" W, bounded westerly in part by land now or formerly of Raymond L. and Marcia R. Mann, in part by land now or formerly of Michael J. and Jennifer S. Blackinton, in part by land now or formerly of William C. Arnold and in part by land now or formerly of Philip M., Jr. and Marcia L. Briggs, 700.00 feet to a set iron pin, said last two courses being 450 feet northeasterly and parallel to Victory Highway;
- Thence S 68°44'08" W, bounded southeasterly by the aforementioned Briggs land, 450.00 feet to a set iron pin in the easterly line of Victory Highway;
- Thence N 21°12'25" W, bounded westerly by Victory Highway, 50.00 feet to a set drill hole,

AP 14, Part of lot 15.1  
700 Victory Highway  
West Greenwich, RI

Thence N 68°43'49" E 455.00 feet to a set stake;

Thence N 21°12'25" W 557.50 feet to the point and place of beginning, said last two courses being bounded northerly and westerly by land now or formerly of Leo E. Lapointe et al;

Said above parcel contains 59.6 acres of land more or less.

Said above described parcel is also shown as PARCEL 2 on that plan entitled "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION ASSESSORS PLAT 14, LOT 15.1 WEST GREENWICH, RI PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION 672 VICTORY HIGHWAY WEST GREENWICH, RI 02817 PREPARED BY ALPHA ASSOCIATES 35 ROCKY HOLLOW ROAD EAST GREENWICH, RHODE ISLAND 02818 T.401.884.8506 F.401.884.7747 SCALE: 1"=120' JUNE, 2002 DWG 546AD" and recorded in the land evidence records of the Town of West Greenwich.

Said above parcel having rights to easement and right of way as granted in land evidence book 36 page 372 and located upon land now or formerly of Edwin R. Morton Trust as mentioned above, said easement and right of way being bounded and described as follows:

Beginning at a point located in the easterly line of Victory Highway, said point being the northwest corner of land now or formerly of Edwin R. Morton Trust and the southwest corner of land now or formerly of Raymond L. and Marcia R. Mann, said point being N 68°44'08" E 0.21 feet from an existing stone bound and the northwest corner of the herein described easement and right of way;

Thence N 68°44'08" E, bounded by the aforementioned Mann land, 450.00 feet to a point, said point being witnessed by an existing iron pin N 68°44' E 2.15 feet, said point being the northeast corner the aforementioned Edwin R. Morton Trust land;

Thence S 21°12'25" E, bounded easterly by the above described parcel, 10.00 feet to a point;

Thence S 68°44'08" W, bounded by the aforementioned Edwin R. Morton Trust land, 450.00 feet to the easterly line of Victory Highway;

Thence N 21°12'25" W, bounded westerly by Victory Highway, 10.00 feet to the point and place of beginning.

Said above described easement and right of way contains 4,499 square feet of land and lies entirely upon land of The Edwin R. Morton Trust.

## Exhibit B

Waterline Easement

An easement across and below that certain parcel of land situated in the Town of West Greenwich, County of Kent, State of Rhode Island known as Parcel 2, as shown on that plan entitled "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION RECORDED PLAN ASSESSORS PLAT 14 LOT 15.1, WEST GREENWICH, RHODE ISLAND PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION, PREPARED BY: ALPHA ASSOCIATES JUNE, 2002 DWG 5463AD REV. 7/8/02" as "20' WATERLINE EASEMENT", and as more fully bounded and described as follows:

Beginning at a point on the easterly line of land now or formerly of Leo E. LaPointe et ali, said point being the southeasterly corner of Parcel 1 as shown on the above referenced plan, the northwesterly corner of the aforementioned Parcel 2 and the northwesterly corner of the herein described easement;

Thence running N69°-15'-05"E, bounded northwesterly by the aforementioned Parcel 1, a distance of 20.00 feet to a point;

Thence turning and running S21°-12'-25"E a distance of 558.33 feet to a point;

Thence turning and running S15°-30'-07"E a distance of 50.30 feet to a point;

Thence turning and running S21°-12'-25"E a distance of 1120.88 feet to a point;

Thence turning and running S65°-24'-14"E a distance of 324.17 feet to a point;

Thence turning and running S24°-35'-46"W, bounded southeasterly by the "Wellhead Area" as shown on the above referenced plan, a distance of 20.00 feet to a point;

Thence turning and running N65°-24'-14"W, bounded southwesterly by land now or formerly of 102 Properties, Ltd., a distance of 72.29 feet to a set iron pin;

Thence continuing N65°-24'-14"W, bounded southwesterly by land now or formerly of Edwin R. Morton Trust, a distance of 260.00 feet to a point;

Thence turning and running N21°-12'-25"W, bounded southwesterly in part by said Morton Trust land, in part by land now or formerly of Raymond L. & Marcia R. Mann, in part by land now or formerly of Michael J. & Jennifer S. Blackinton, in part by land now or formerly of William C. Arnold and in part by land now or formerly of Philip M., Jr. & Maria L. Briggs, a distance of 1130.00 feet to a set iron pin;

Thence turning and running N15°-30'-07"W a distance of 50.30 feet to a set stake;

Thence turning and running N21°-12'-25"W, bounded southwesterly by the aforementioned LaPointe land, a distance of 557.50 feet to the point of beginning.

Said above easement is comprised of 0.9467 acres of land.

## Exhibit C

Wellhead Area Easement

An easement across and below that certain parcel of land situated in the Town of West Greenwich, County of Kent, State of Rhode Island known as Parcel 2, as shown on that plan entitled "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION RECORDED PLAN ASSESSORS PLAT 14 LOT 15.1, WEST GREENWICH, RHODE ISLAND PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION, PREPARED BY: ALPHA ASSOCIATES JUNE, 2002 DWG 5463AD REV. 7/8/02" as the "WELLHEAD AREA", and as more fully bounded and described as follows:

Beginning at a set iron pin at the intersection of stone walls, said point being at an angle point in the northerly boundaries of land now or formerly of 102 Properties, Ltd., being the most southerly corner of Parcel 2, as shown on the above referenced plan, and the most southerly corner of the herein described easement;

Thence running N49°-04'-11"W, generally along the line of a stone wall, a distance of 71.73 feet to a set iron pin;

Thence turning and running N65°-24'-14"W a distance of 373.73 feet to a point, said last two courses both being bounded southwesterly by the aforementioned 102 Properties, Ltd. Land;

Thence turning and running N24° 35'-46"E, a distance of 71.03 feet to a point;

Thence turning and running N78°-16'-11"E a distance of 336.80 feet to a point;

Thence turning and running S61°-26'-59"E a distance of 202.55 feet to a point, said last three courses being bounded northwesterly, northwesterly and northeasterly by the "Wellhead Protection Area" as shown on the above referenced plan;

Thence turning and running S28°-33'-01"W a distance of 68.34 feet to a point;

Thence turning and running S31°-44'-18"W, generally along the line of a stone wall, a distance of 210.20 feet to the point of beginning, said last two course both being bounded southeasterly by said 102 Properties, Ltd. Land.

Said above easement is comprised of 2.2278 acres of land.

## Exhibit D

Wellhead Protection Area Easement

An easement on that certain parcel of land situated in the Town of West Greenwich, County of Kent, State of Rhode Island known as Parcel 2, as shown on that plan entitled "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION RECORDED PLAN ASSESSORS PLAT 14 LOT 15.1, WEST GREENWICH, RHODE ISLAND PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION, PREPARED BY: ALPHA ASSOCIATES JUNE, 2002 DWG 5463AD REV. 7/8/02" as the "WELLHEAD PROTECTION AREA", as more fully bounded and described as follows:

An easement for purposes of environmental protection of existing and proposed water service wells located southerly of said easement on a portion of that certain parcel of land situated in the Town of West Greenwich, County of Kent, State of Rhode Island known as Parcel 2, as shown on that plan entitled, "BLUEBERRY HEIGHTS PLAT MINOR SUBDIVISION ASSESSORS PLAT 14 LOT 15.1, WEST GREENWICH, RHODE ISLAND PREPARED FOR: BLUEBERRY HOUSING COOPERATIVE CORPORATION PREPARED BY: ALPHA ASSOCIATES JUNE, 2002 DWG 5463AD REV. 7/8/02", said easement is known as "Wellhead Protection Area" as shown on said plan and is more fully bounded and described as follows:

Beginning at a point at the intersection of the northeasterly and the easterly boundaries of land now or formerly of Edwin R. Morton Trust, Said point being the southwesterly corner of the aforementioned Parcel 2 as shown on the above referenced plan, and the southwesterly corner of the herein described easement;

Thence running N21°-12'-25"W, bounded southwesterly by said Morton Trust land, a distance of 94.40 feet to a point on an arc;

Thence running generally northeasterly, along the arc of a circle curving right, having a central angle of 54°-25'-19" and a radius of 400.00 feet, a length of 379.94 feet to a point of tangency, the chord of said arc running N51°-03'-32"E at 365.81 feet;

Thence running N78°-16'-11"E a distance of 336.80 feet to a point of curvature;

Thence running generally easterly, along the arc of a circle curving right, having a central angle of 40°-16'-49" and a radius of 400.00 feet, a length of 281.21 feet to a point of tangency;

Thence running S61°-26'-59"E a distance of 258.36 feet to a point;

Thence turning and running S39°-42'-46"W, generally along the line of a stone wall, a distance of 192.25 feet to a drill hole;

Thence turning and running S74°-35'-22"W a distance of 25.83 feet to an iron pin;

Thence turning and running S28°-33'-01"W a distance of 193.46 feet to a point, said last three courses all being bounded southeasterly by the land now or formerly of 102 Properties, Ltd.;

Thence turning and running N61°-26'-59"W a distance of 202.55 feet to a point;

Thence turning and running S78°-16'-11"W a distance of 336.80 feet to a point;

Thence turning and running S24°-35'-46"W a distance of 71.03 feet to a point, said last three courses being bounded southwesterly, southeasterly and southeasterly by the "Wellhead Area" as shown on the above referenced plan;

Thence turning and running N65°-24'-14"W, bounded southwesterly by the aforementioned 102 Properties, Ltd. Land, a distance of 72.29 feet to a set iron pin;

Thence continuing N65°-24'-14"W, bounded southwesterly by the aforementioned Morton Trust land, a distance of 260.00 feet to the point of beginning.

Said above easement is comprised of 8.7302 acres of land.

Said easement is subject to an additional waterline easement, 20-feet wide, adjacent and parallel to the southerly and southwesterly boundaries of said "Wellhead Protection Area" and being shown on the above referenced plan.