

## **PERMANENT UTILITY EASEMENT**

This Permanent Utility Easement Agreement (the “Agreement”) is entered into by and between, BENOIT REALTY, LLC., a Rhode Island limited liability company, RB NORTH SMITHFIELD REALTY, LLC, a Rhode Island limited liability company, BENOIT RESIDENTIAL REALTY, LLC, a Rhode Island limited liability company, ROUTE 146 REALTY, LLC, a Rhode Island limited liability company, and ANCHOR AUTOMOTIVE REALTY, LLC, a Rhode Island limited liability company.

WHEREAS, BENOIT REALTY, LLC, is the owner of certain parcels of land located in the Town of North Smithfield, State of Rhode Island identified as North Smithfield Tax Assessor’s Plat 17, Lots 14, 80, 84, 85, 167 & 231; and

WHEREAS, RB NORTH SMITHFIELD REALTY, LLC, is the owner of a parcel of land located in the Town of North Smithfield, State of Rhode Island identified as North Smithfield Tax Assessor’s Plat 17, Lot 199; and

WHEREAS, BENOIT RESIDENTIAL REALTY, LLC is the owner of a parcel of land located in the Town of North Smithfield, State of Rhode Island identified as North Smithfield Tax Assessor’s Plat 17, Lot 15; and

WHEREAS, ROUTE 146 REALTY, LLC is the owner of certain parcels of land located in the Town of North Smithfield, State of Rhode Island identified as North Smithfield Tax Assessor’s Plat 17, Lots 40 & 41; and

WHEREAS, ANCHOR AUTOMOTIVE REALTY, LLC, is the owner of certain parcels of land located in the Town of North Smithfield, State of Rhode Island identified as North Smithfield Tax Assessor’s Plat 17, Lots 16 & 142, and

WHEREAS, BENOIT REALTY, LLC, RB NORTH SMITHFIELD REALTY, LLC, BENOIT RESIDENTIAL REALTY, LLC, ROUTE 146 REALTY, LLC, and ANCHOR

AUTOMOTIVE REALTY desire to grant, each to all of the others, a permanent easement over a portion of their respective lots for the construction, maintenance, repair and/or replacement of utilities necessary to maintain utility services to each of the lots set forth herein.

NOW THEREFORE, for the covenants of the respective parties herein contained and for other good and valuable consideration exchanged by and between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grant of Easement. BENOIT REALTY, LLC, RB NORTH SMITHFIELD, LLC, BENOIT RESIDENTIAL REALTY, LLC, ROUTE 146 REALTY and ANCHOR AUTOMOTIVE REALTY, LLC, each for themselves and for their successors, assigns, lessees, licensees and agents, hereby convey and grant to all of the others, and their respective successors and assigns, a permanent, non-exclusive easement ( the “Utility Easement”) over, under, in , along, across and upon the property of the other (the “Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and related underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes, natural gas facilities and other utilities, including junction boxes and related equipment (the “Improvements”). The parties shall also have specific rights of ingress and egress, consistent with this Agreement and the Utility Easement, for the construction, installation, maintenance, operation, repair, and replacement of the Improvements.

2. Term of Easement. The Utility Easement shall commence on the effective date of this Agreement and the burdens, benefits and covenants of this Utility Easement shall be

deemed perpetual covenants running with said easement and the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

3. Reservation of Non-Exclusive Use. All right, title and interest in and to the Utility Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the parties hereto; provided, however, that no party shall engage in any activities or construction which may interfere with the construction, installation, maintenance, use, and repair and/or replacement of the Improvements.

4. Construction of Utility Improvements.

4.1 Costs. The parties acknowledge that all costs of construction, installation, maintenance, use, repair and/or replacement of the improvements shall be the sole responsibility of the party, or parties, performing said construction, installation, maintenance, use, repair and/or replacement, and its successors in interest (the "Responsible Party"). The parties further agree that all construction, installation, maintenance, use, repair and/or replacement of the improvements which disturb the Utility Easement Area will be at the Responsible Party's sole cost and expense and shall be coordinated with the party adversely impacted so as to minimize any disruption to the adversely impacted party's property.

4.2 Compliance with Laws. The Responsible Party shall construct and maintain the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations, of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Restoration. Upon completion of any of the above referred construction and/or maintenance activities, the Responsible Party agrees, at its sole cost and expense, to timely restore the Utility Easement Area to the same condition as existed at the commencement of said construction and/or maintenance activities.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, the parties to this Agreement acknowledge any of the other parties' rights under this Agreement are assignable; that any party may enter into agreements to sell or otherwise may transfer their respective properties, either to an affiliate of the selling party or to third parties, and the parties hereby consent to each other's assignment of all its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such sale or transfer and, upon any such assignment, the selling party shall be forever released and discharged from any and all claims, demands which the remaining parties to this Agreement may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing in this Section 5.1, however, shall in any way be construed as releasing an assigning party's successors and assigns from any obligations to the other parties to this Agreement created by this Agreement or to in any way limit the other parties' remedies at law or in equity as against such successors and assigns.

5.2 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.3 Effective Date. This Agreement shall be effective upon the date it is executed by the authorized representative of each signing party.

5.4 Adjacent Lands. Each Responsible Party hereby represents, covenants and warrants in favor of the other parties to this Agreement, and their respective successors and assigns, that the Responsible Party shall protect the Utility Easement Area and the adjacent lands of the other parties to this Agreement over which the Responsible Party has any rights of ingress and egress, from damage caused in whole or in part the acts or omissions of the Responsible Party, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

5.5 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, three (3) business days after mailing, if mailed postage prepaid, by certified mail, return receipt requested to the party entitled to notice at the party's address set forth below their respective signatures of this Agreement, or to such other address designated in writing to the other parties.

5.6 The estate of the fee and Easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both.

IN WITNESS WHEREOF, the parties have caused this Permanent Utility Easement Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BENOIT REALTY, LLC

By: \_\_\_\_\_  
ROBERT BENOIT, Managing Member

BENOIT RESIDENTIAL REALTY, LLC

By: \_\_\_\_\_  
ROBERT BENOIT, Managing Member

RB NORTH SMITHFIELD REALTY, LLC

By: \_\_\_\_\_  
ROBERT BENOIT, Managing Member

ROUTE 146 REALTY, LLC

By: \_\_\_\_\_  
ROBERT BENOIT, Managing Member

ANCHOR AUTOMOTIVE REALTY, LLC

By: \_\_\_\_\_  
ROBERTY BENOIT, Managing Member

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary Public, personally appeared ROBERT BENOIT, Managing Member of BENOIT REALTY, LLC, RB NORTH SMITHFIELD REALTY, LLC. BENOIT RESIDENTIAL REALTY, LLC, ROUTE 146 REALTY, LLC, and ANCHOR AUTOMOTIVE REALTY, personally known to me, or proved to me through satisfactory

evidence of identification, to be the person whose name is signed on the this document, and he acknowledged to me, individually and in said capacity as Managing Member of BENOIT REALTY, LLC, RB NORTH SMITHFIELD REALTY, LLC. BENOIT RESIDENTIAL REALTY, LLC, ROUTE 146 REALTY, LLC, and ANCHOR AUTOMOTIVE REALTY, personally known to me, or proved to me through satisfactory evidence, to be his free act and deed and the free act and deed of said limited liability companies in said capacity

---

Notary Public

My Commission Expires: \_\_\_\_\_