



Sayer Regan & Thayer, LLP
ATTORNEYS AND COUNSELLORS AT LAW

April 12, 2022

Hand Delivered

Patricia Reynolds,
Director of Planning & Economic Development
Newport City Hall
43 Broadway
Newport, RI 02840

Re: *Red Cross Avenue, LLC*
Application for Minor Subdivision
30 Red Cross Avenue & 187 Rhode Island Ave, Plat 29, Lots 1 & 211

Dear Trish:

As you know, my office represents Red Cross Avenue, LLC regarding its application for a minor subdivision of the property located at 30 Red Cross Avenue and identified as Lots 1 & 211 on Newport Tax Assessor's Plat 29. In that regard, enclosed please find the following:

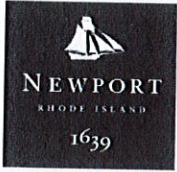
1. Minor Subdivision Application;
2. Subdivision Plans by John Braga & Associates, Inc. – 1 Sheets;
3. List of Direct abutters;
4. Filing fee in the amount of \$100.00.

Please place this application on the agenda for the next available Planning Board meeting and let me know if you have any questions or require any further information.

Sincerely,


Peter Brent Regan

PBR/ar
Enclosures



City of Newport

Department of Zoning and Inspections
Planning Division
43 Broadway, Newport, RI 02840

Application B

Application Number: _____
Application Date: _____
Application Fee: \$100.00

Minor Subdivision Application

The undersigned desires to subdivide the property located in the City of Newport, Rhode Island in accordance with the accompanying Plat.

30 Red Cross Avenue

Proposed Subdivision Name

30 Red Cross Avenue & 187 Rhode Island Avenue
Newport, RI 02840

Property Address

Peter Brent Regan, Esq.

Sayer Regan & Thayer, LLP, 130 Bellevue Avenue, Newport, RI 02840

Tax Assessor's Plat & Lot

Applicant/Owner's Representative Name

Address

City, State, Zip

pregan@srt-law.com

401-849-3040

Email

Cell Phone

Red Cross Avenue, LLC

174 Bellevue Avenue, Suite 204, Newport, RI 02840

Name of Subdivider / Owner / LLC (Provide Proof of Ownership)

Address

City, State, Zip

mhoran@horanbuuilding.com

401-265-6475

Email

Cell Phone

3069

280 & 298

Deed of property recorded in City Land Evidence

Volume

Page

John Braga

P.O. Box 944, Posmouth RI 02871

Name of Registered Engineer or Land Surveyor

Address

City, State, Zip

johnbragaassociates@gmail.com

401-683-0101

Email

Cell Phone

Required Items for Minor Subdivision

Minor Subdivision Contents:

Preliminary

- One (1) paper and one (1) digital (pdf or CAD) copy of record plat prepared by an engineer or a land surveyor showing the record plat for initial review;
- Application form; and
- Non-refundable fee.

Final

- One (1) paper and one (1) digital (pdf or CAD) copy of record plat prepared by an engineer or a land surveyor showing the record plat for initial review. For recording purposes submit one (1) Mylar copy, four (4) paper copies, and one (1) digital copy of approved plan; and
- Record plat generated on Mylar (24"x36") at a scale of 1"=50' or larger.

Abutter List

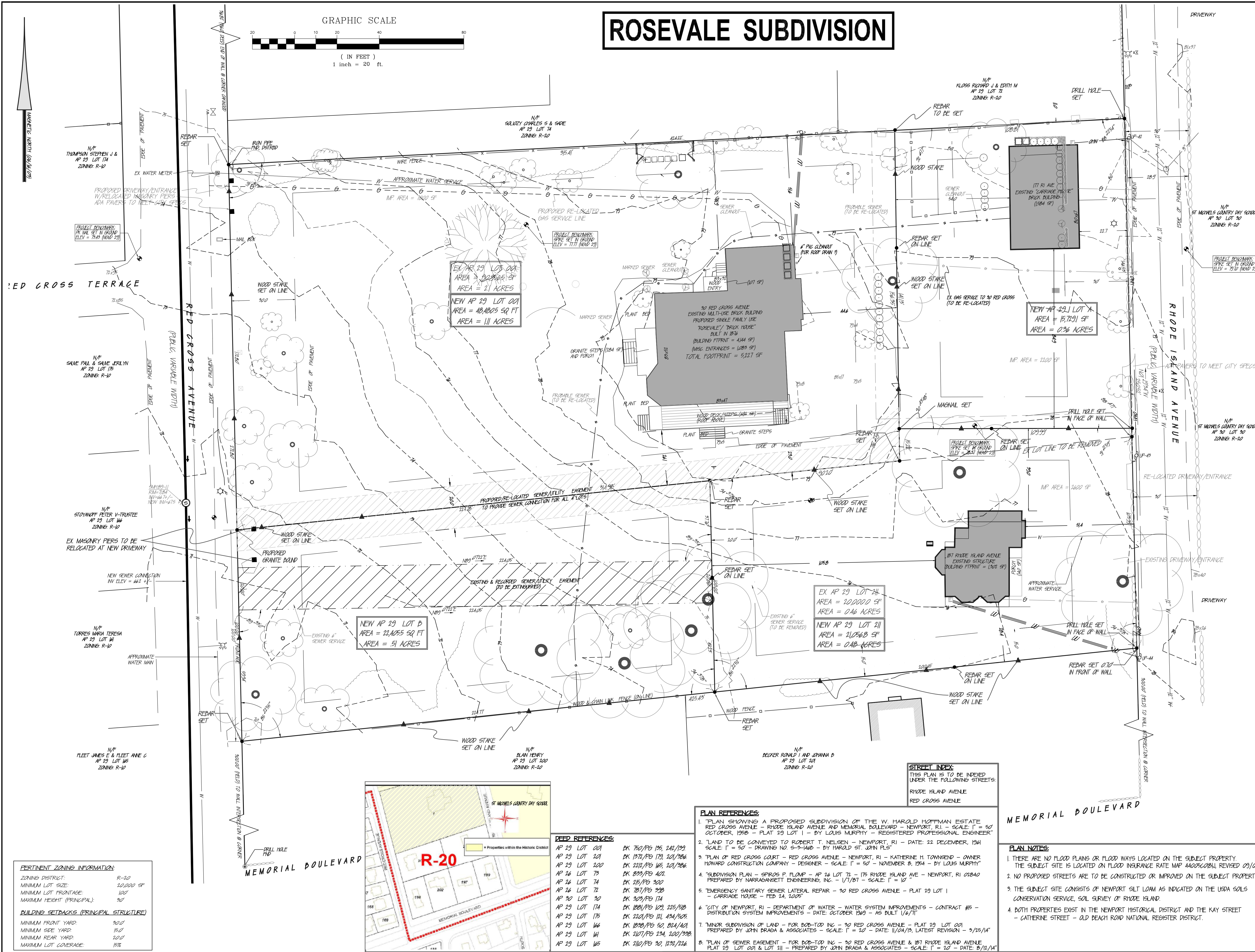
NAME AND ADDRESS	PLAT	LOT
Philip Howe, III & Erin Howe 24 Red Cross Avenue Newport, RI 02840	26	74
Richard & Edith Kloss 175 Rhode Island Avenue Newport, RI 02840	26	72
Jaquelyn Mancini 36 Red Cross Avenue Newport, RI 02840	29	200
Ronald & Johanna Becker 189 Rhode Island Ave. Newport, RI 02840	29	201
St. Michael's Country Day School 180 Rhode Island Avenue Newport, RI 02840	30	30
Lisa Marie Donovan 27 Red Cross Avenue Newport, RI 02840	29	174
Paul & Jerilyn Suave 12 Red Cross Terrace Newport, RI 02840	29	175
Peter V. Stoyanoff 29 Red Cross Avenue Newport, RI 02840	29	166
Maria Teresa Torres 5 Melody Lane Pound Ridge, NY 10576	29	161
James & Anne Fleet 33 Red Cross Avenue Newport, RI 02840	29	165

ROSEVALE SUBDIVISION

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

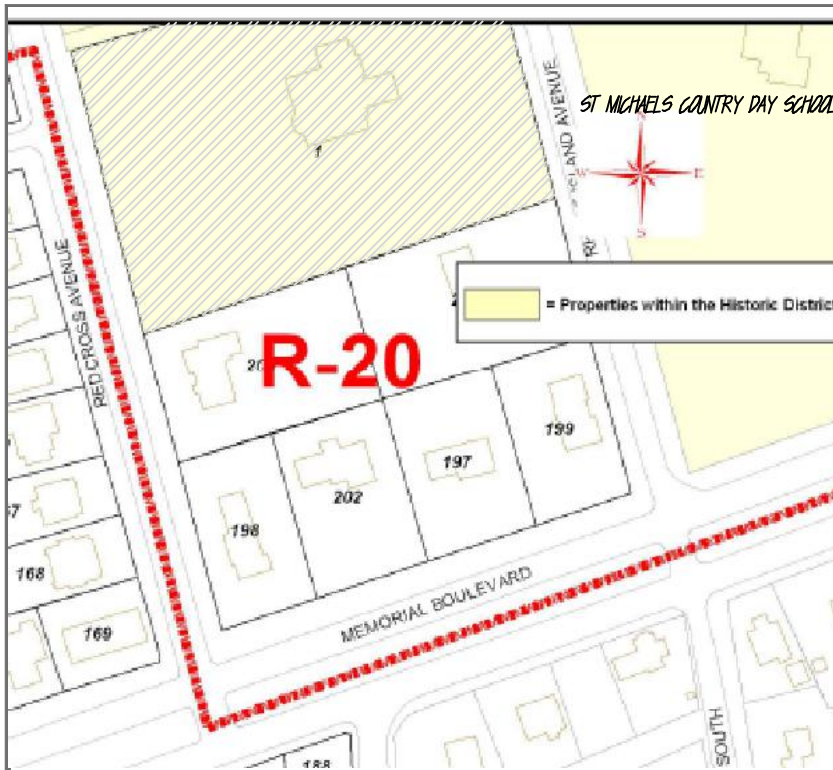


FERTILE ZONING INFORMATION:

ZONING DISTRICT:	R-20
MINIMUM LOT SIZE:	20,000 SQ FT
MINIMUM LOT FRONTAGE:	100'
MINIMUM HEIGHT (PRINCIPAL):	30'

BUILDING SETBACKS (PRINCIPAL STRUCTURE)

MINIMUM FRONT YARD:	30.0'
MINIMUM SIDE YARD:	15.0'
MINIMUM REAR YARD:	20.0'
MAXIMUM LOT COVERAGE:	15%



DEED REFERENCES:

AP 29 LOT 001	DK 750/PG 195, 242/199
AP 29 LOT 001	DK 1972/PG 179, 201/206
AP 29 LOT 202	DK 2212/PG 165, 201/206
AP 26 LOT 79	DK 899/PG 401
AP 26 LOT 74	DK 215/PG 300
AP 26 LOT 72	DK 1871/PG 298
AP 30 LOT 30	DK 309/PG 114
AP 29 LOT 174	DK 1801/PG 129, 225/230
AP 29 LOT 175	DK 2101/PG 121, 134/135
AP 29 LOT 166	DK 1838/PG 50, 814/811
AP 29 LOT 161	DK 2107/PG 234, 220/233
AP 29 LOT 165	DK 2101/PG 30, 123/126

- PLAN REFERENCES:**
- PLAN SHOWING A PROPOSED SUBDIVISION OF THE W. HAROLD HOFFMAN ESTATE RED CROSS AVENUE - RHODE ISLAND AVENUE AND MEMORIAL BOULEVARD - NEWPORT, RI - SCALE: 1" = 50' OCTOBER, 1958 - PLAT 29 LOT 1 - BY LOUIS MURPHY - REGISTERED PROFESSIONAL ENGINEER
 - LAND TO BE CONVEYED TO ROBERT T. NELSEN - NEWPORT, RI - DATE: 22 DECEMBER, 1961 SCALE: 1" = 50' - DRAWING NO. S-3-1460 - BY HAROLD ST. JOHN PLS
 - PLAN OF RED CROSS COURT - RED CROSS AVENUE - NEWPORT, RI - KATHERINE H. TOWNSEND - OWNER HOWARD CONSTRUCTION COMPANY - DESIGNER - SCALE: 1" = 50' - NOVEMBER 8, 1954 - BY LOUIS MURPHY
 - SUBDIVISION PLAN - SPROS P. FLOMP - AP 26 LOT 72 - 175 RHODE ISLAND AVE - NEWPORT, RI 02840 PREPARED BY NARRAGANSETT ENGINEERING, INC. - 1/1/81 - SCALE: 1" = 10'
 - EMERGENCY SANITARY SEWER LATERAL REPAIR - 30 RED CROSS AVENUE - PLAT 29 LOT 1 - CARRIAGE HOUSE - FEB 24, 2005
 - CITY OF NEWPORT, RI - DEPARTMENT OF WATER - WATER SYSTEM IMPROVEMENTS - CONTRACT #6 - DISTRIBUTION SYSTEM IMPROVEMENTS - DATE: OCTOBER 1969 - SCALE: 1" = 10' - DATE: 11/04/19, LATEST REVISION - 9/15/14
 - MINOR SUBDIVISION OF LAND - FOR BOB-TOD INC. - 30 RED CROSS AVENUE - PLAT 29 LOT 001 PREPARED BY JOHN BRAGA & ASSOCIATES - SCALE: 1" = 20' - DATE: 11/04/19, LATEST REVISION - 9/15/14
 - PLAN OF SEWER EASEMENT - FOR BOB-TOD INC. - 30 RED CROSS AVENUE & 187 RHODE ISLAND AVENUE PLAT 29 LOT 001 & LOT 211 - PREPARED BY JOHN BRAGA & ASSOCIATES - SCALE: 1" = 20' - DATE: 8/12/14

STREET INDEX:
THIS PLAN IS TO BE INDEXED UNDER THE FOLLOWING STREETS:
RHODE ISLAND AVENUE
RED CROSS AVENUE
MEMORIAL BOULEVARD

- PLAN NOTES:**
- THERE ARE NO FLOOD PLANS OR FLOOD WAYS LOCATED ON THE SUBJECT PROPERTY. THE SUBJECT SITE IS LOCATED ON FLOOD INSURANCE RATE MAP 4405050301, REVISED 09/04/2019.
 - NO PROPOSED STREETS ARE TO BE CONSTRUCTED OR IMPROVED ON THE SUBJECT PROPERTY.
 - THE SUBJECT SITE CONSISTS OF NEWPORT SLT LOAN AS INDICATED ON THE USDA SOILS CONSERVATION SERVICE, SOIL SURVEY OF RHODE ISLAND.
 - BOTH PROPERTIES EXIST IN THE NEWPORT HISTORICAL DISTRICT AND THE KAY STREET - CATHERINE STREET - OLD BEACH ROAD NATIONAL REGISTER DISTRICT.

SURVEYOR'S CERTIFICATION:
THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015 AS FOLLOWS:

TYPE OF SURVEY	MEASUREMENT SPECIFICATION
COMPREHENSIVE BOUNDARY SURVEY	CLASS 1
DATA ACQUISITION SURVEY	CLASS 1
TOPOGRAPHICAL SURVEY ACCURACY	1-2

THE PURPOSE FOR THE CONDUCT OF THIS SURVEY AND FOR THE PREPARATION OF THIS PLAN IS AS FOLLOWS:
TO CONDUCT A CLASS 1 PERIMETER SURVEY OF THE EXISTING PARCEL AND TO PROVIDE NECESSARY INFORMATION FOR DESIGN TEAM.

JOHN BRAGA JR.
No. 1934
John Braga, Jr.
PROFESSIONAL
LAND SURVEYOR

REGISTERED LAND SURVEYOR
DATE: 04/28/2022

LEGEND

---	PROPERTY LINE (PROPOSED)
---	PROPERTY LINE (EXISTING)
---	BUILDING SETBACK LINE
---	EDGE OF PAVEMENT
---	CAPE COD BERM
---	OVERHEAD WIRES
---	TELEPHONE LINE
---	ELECTRIC/CABLE/PHONE
---	GAS LINE
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	SPOT ELEVATION
---	STONE WALL
---	BOUND
---	REPAIR/PIVOT/IRON PIPE
---	PROPERTY MONUMENT SET (W/DESCRIPTION)
---	CHAIN LINK FENCE
---	WATER SHUTOFF
---	HYDRANT
---	LIGHT POST
---	SILT FENCING
---	CATCH BASIN
---	WATER METER
---	SEWER MANHOLE
---	EXISTING TREE LINE
---	TREE
---	EXISTING SIGN
---	EXISTING UTILITY POLE
---	EXISTING GUY POLE
---	ELECTRIC/UTILITY PAD

DRAWN BY:	jb	DATE:	09/20/2022
CHECKED BY:	jb	DRAWING NO.:	22021-02
JOB NO.:	22022	SHEET NO. OF 1	
NO.	DATE	DESCRIPTION	BY
1	4/26/22	PLAN REVISION #1	jb

MINOR SUBDIVISION OF LAND

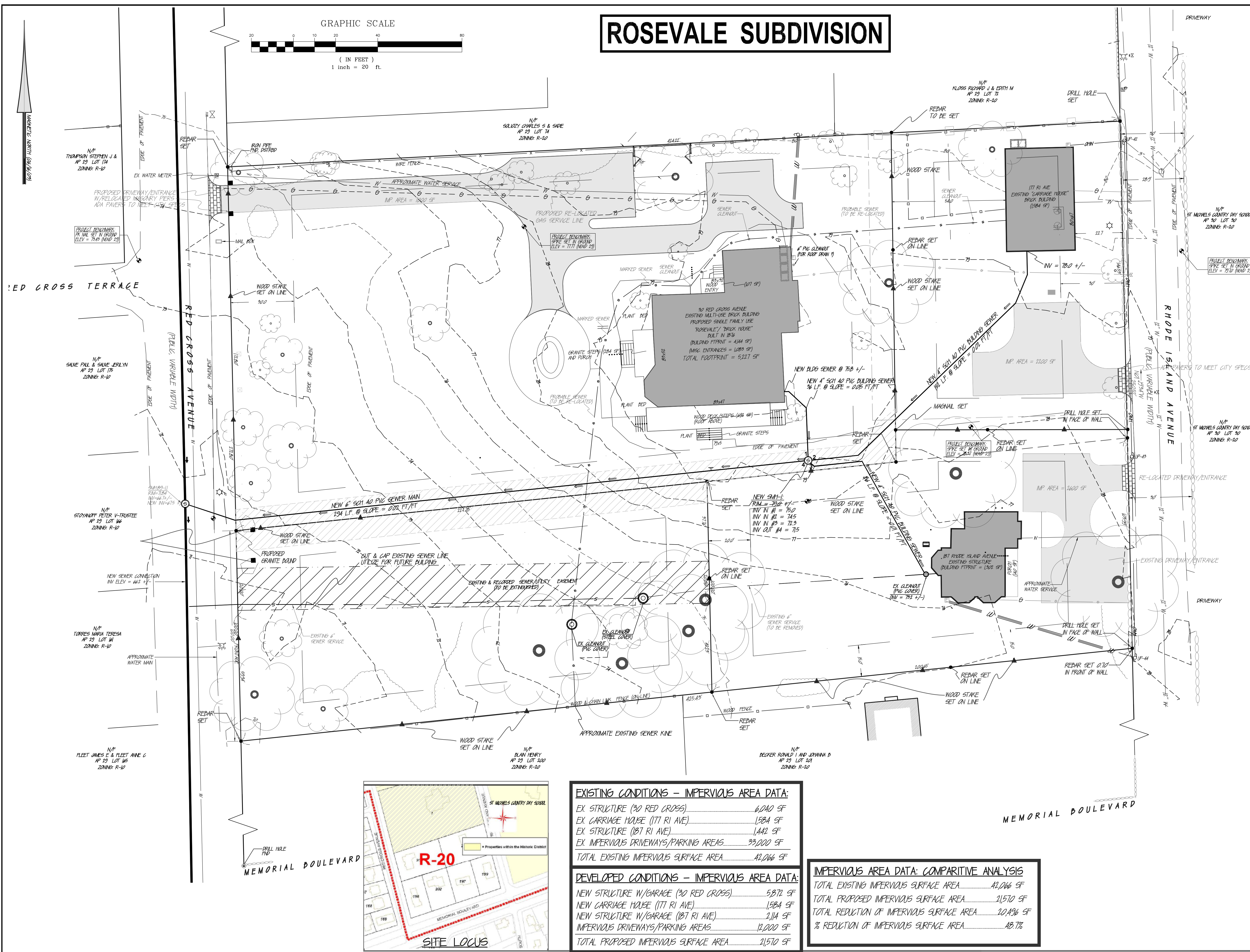
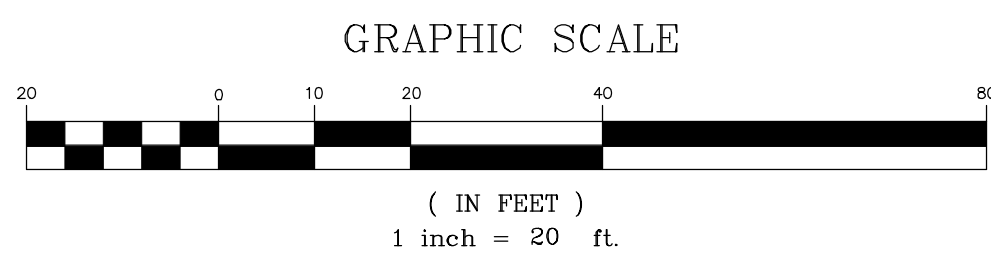
PROPERTY OWNERS:
HORAN BUILDING CO.
174 BELLEVUE AVENUE #204
NEWPORT, RI 02840

PROJECT LOCATION:
30 RED CROSS AVENUE
PLAT 29, LOT 001
187 RHODE ISLAND AVENUE
PLAT 29, LOT 211
NEWPORT, RI 02840

JOHN BRAGA & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS
P.O. BOX 344
PORTSMOUTH, RI 02871-0349
PHONE (401) 683-0101
info@johnbragaassociates.com



ROSEVALE SUBDIVISION



JOHN BRAGA JR.

No. 6018
John Braga, Jr.
 REGISTERED PROFESSIONAL ENGINEER (CIVIL)

REGISTERED ENGINEER

05/01/2022
 DATE

PERTINENT ZONING INFORMATION:

ZONING DISTRICT	R-20
MINIMUM LOT SIZE	10,000 SF
MINIMUM LOT FRONTAGE	100'
MAXIMUM HEIGHT (PRINCIPAL)	30'
BUILDING SETBACKS (PRINCIPAL STRUCTURE)	
MINIMUM FRONT YARD	20.0'
MINIMUM SIDE YARD	5.0'
MINIMUM REAR YARD	10.0'
MINIMUM LOT COVERAGE	10%

LEGEND

- PROPERTY LINE (PROPOSED)
- - - PROPERTY LINE (EXISTING)
- - - BUILDING SETBACK LINE
- - - EDGE OF PAVEMENT
- - - CAFE CAP BERM
- - - UNDERGROUND UTILITIES
- - - OVERHEAD WIRES
- - - TELEPHONE LINE
- - - ELECTRIC/CABLE/PHONE
- - - GAS LINE
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- SPOT ELEVATION
- STONE WALL
- BOUND
- REBAR/IRON/IRON PIPE
- PROPERTY MONUMENT SET (W/DESCRIPTION)
- CHAIN LINK FENCE
- WATER SHUTOFF
- HYDRANT
- LIGHT POST
- SILT FENCING
- CATCH BASIN
- WATER METER
- SEWER MANHOLE
- EXISTING TREE LINE
- TREE
- EXISTING SIGN
- EXISTING UTILITY POLE
- EXISTING GUY POLE
- ELECTRIC/UTILITY PAD

DRAWN BY:	JD	DATE:	05/01/2022
CHECKED BY:	JD	DRAWING NO.:	112021-02
JOB NO.:	11202	SHEET	1 OF 1

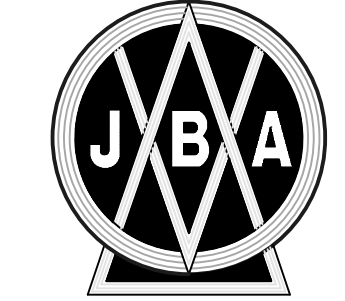
NO	DATE	DESCRIPTION	BY

UTILITY PLAN

PROPERTY OWNERS:
 HORAN BUILDING CO.
 174 BELLEVUE AVENUE #204
 NEWPORT, RI 02840

PROJECT LOCATION:
 30 RED CROSS AVENUE
 PLAT 29, LOT 001
 187 RHODE ISLAND AVENUE
 PLAT 29, LOT 211
 NEWPORT, RI 02840

JOHN BRAGA & ASSOCIATES, INC.
 CIVIL ENGINEERS • LAND SURVEYORS
 P.O. BOX 344
 PORTSMOUTH, RI 02871-0349
 PHONE (401) 683-0101
 info@johnbragaassociates.com



EXISTING CONDITIONS - IMPERVIOUS AREA DATA:

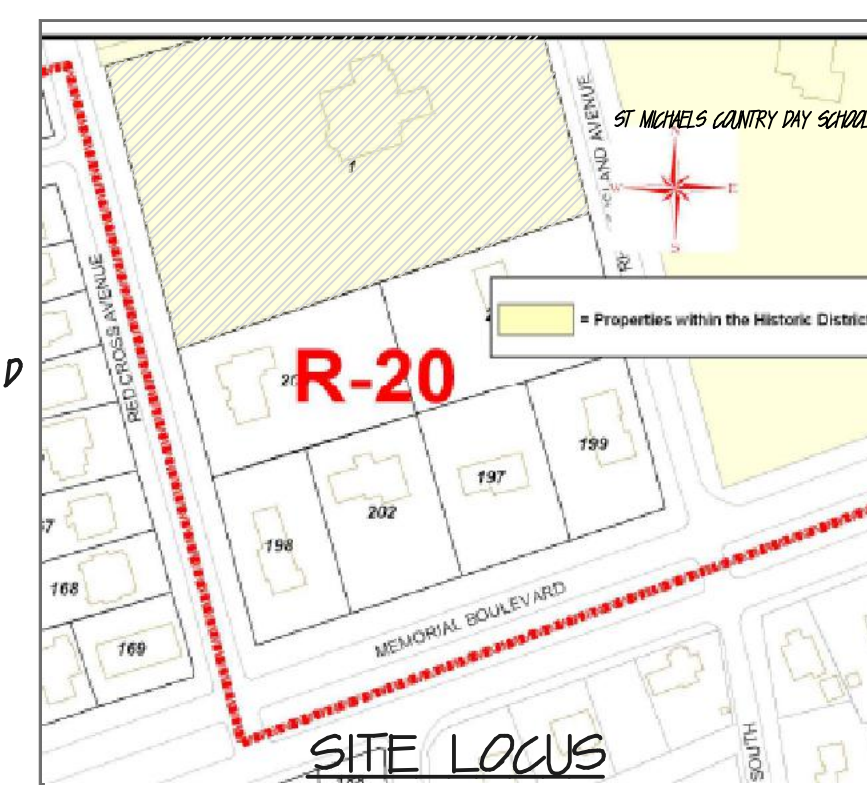
EX. STRUCTURE (30 RED CROSS)	6,040 SF
EX. CARRIAGE HOUSE (177 RI AVE)	1,584 SF
EX. STRUCTURE (187 RI AVE)	1,442 SF
EX. IMPERVIOUS DRIVEWAYS/PARKING AREAS	33,000 SF
TOTAL EXISTING IMPERVIOUS SURFACE AREA	42,066 SF

DEVELOPED CONDITIONS - IMPERVIOUS AREA DATA:

NEW STRUCTURE W/GARAGE (30 RED CROSS)	5,872 SF
NEW CARRIAGE HOUSE (177 RI AVE)	1,584 SF
NEW STRUCTURE W/GARAGE (187 RI AVE)	2,114 SF
IMPERVIOUS DRIVEWAYS/PARKING AREAS	12,000 SF
TOTAL PROPOSED IMPERVIOUS SURFACE AREA	21,570 SF

IMPERVIOUS AREA DATA: COMPARITIVE ANALYSIS

TOTAL EXISTING IMPERVIOUS SURFACE AREA	42,066 SF
TOTAL PROPOSED IMPERVIOUS SURFACE AREA	21,570 SF
TOTAL REDUCTION OF IMPERVIOUS SURFACE AREA	20,496 SF
% REDUCTION OF IMPERVIOUS SURFACE AREA	48.7%



EASEMENT AGREEMENT

EASEMENT AGREEMENT made this ____ day of _____, 2022, by and between RED CROSS AVENUE, LLC, a Rhode Island limited liability company with an address of 174 Bellevue Avenue, Newport, RI 02840 (“Grantor”), and _____, with an address of _____ and _____, (“Grantees”).

WHEREAS, Grantor is the owner of the property located at 30 Red Cross Avenue in Newport, Rhode Island and identified as Lot 1 on Newport Tax Assessor’s Plat 29 (“Lot 1”) and the property located at 187 Rhode Island Avenue in Newport, Rhode Island and identified as Lot 211 on Newport Tax Assessor’s Plat 29 (“Lot 211”); and

WHEREAS, Grantees are the owners of the property located at 177 Red Cross Avenue in Newport, Rhode Island and identified as Lot ____ on Newport Tax Assessor’s Plat 29 (“Lot ____”); and

WHEREAS, Grantors have agreed to grant Grantees a permanent and perpetual easement over a portion of Lot 1 as identified and shown on that certain plan entitled “Utility Plan; Property Owner: Horan Building Co; 174 Bellevue Avenue #204, Newport RI 02840; Project Location: 30 Red Cross Avenue, Plat 29, Lot 001, 187 Rhode Island Avenue, Plat 29, Lot 211, Newport, RI 02840; by John Braga & Associates, Inc., dated 5/2/2002, Drawing No. 2202-52” a copy of which is attached hereto and incorporated herein by reference (the “Plan”), for the purpose of maintaining a sewer line and connecting the same to a manhole and sewer lateral located on Lot 1, thereby enabling Grantees to tie into the public sewer line located in Red Cross Avenue.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantees, their heirs, successors and assigns, a permanent and perpetual right to use that portion of the Grantors’ land shown on the Plan, subject to all of the terms and conditions hereof, to (a) to construct, reconstruct, operate, replace and perpetually maintain a four inch (4”) private sewer line from Lot ____, in, over, across and upon Grantors’ land, as shown on the Plan, and to connect the same to the existing manhole and six inch (6”) sewer lateral located on Grantor’s land, as also shown on the Plan, for the purpose of allowing Grantees to tie their land into the public sewer line located in Red Cross Avenue. Grantors further grant unto Grantees, their successors and assigns, such other rights as may be necessary or incident to the easement granted herein, including a reasonable right of access to Grantors’ land for all purposes of this easement, including without limitation, the repair and or maintenance of said private sewer line, lateral and manhole.
2. Maintenance. Grantees shall at all times maintain the four inch (4”) private sewer line to its point of connection with the manhole in good condition and repair at their sole cost and expense, shall repair all damage to the lawn of Grantors as a result of the purposes of this easement and will indemnify and hold the Grantors, their heirs, successors and/or assigns harmless from all damages to any person or property which may result by reason of the construction, reconstruction, maintenance, repair or use of the Grantors’ land pursuant to this Grant of Easement. The parties shall share all costs and expenses of maintaining and repairing the manhole and the sewer lateral running from the manhole west to the sewer main in Red

Cross Avenue, such that the owners of Lots 1, 211 & ___ shall each bear one third (1/3) of the cost thereof.

3. No Interest or Estate. Except as herein granted, Grantors shall continue to have the full use and enjoyment of their property, and Grantees shall not have and shall not claim any right, interest or estate of any kind or extent whatsoever in and to Grantors' land by virtue of this Easement Agreement or their use hereunder.
4. Right to Relocate Easement Area. Grantors shall be entitled to make reasonable changes in the location of the Easement Area and/or the sewer line, at Grantors' expense, to permit normal use or development of Grantors' land, provided that any changes do not (a) significantly lessen the utility of the easement; (b) increase the burdens on the Grantors in its use and enjoyment; or, (c) frustrate the purpose for which the easement was created.
5. Successors and Assigns. The easement granted herein shall be appurtenant to the Grantees' land, shall run with the land and shall be binding on and inure to the benefit of the parties, their respective heirs, successors, or assigns.
6. Choice of Law. This Easement Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Grantor:

Grantee:

Red Cross Avenue, LLC

By:

Mark R. Horan, Manager

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ____ day of _____, 2022, then personally appeared before me the before named Mark R. Horan, to me personally known and known by me to be the Manager of Red Cross avenue, LLC and the person who executed the foregoing instrument and he acknowledged the same, by him executed in said capacity, to be his free act and deed and the free act and deed of Red Cross avenue, LLC, before me.

NOTARY PUBLIC
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ____ day of _____, 2022, then personally appeared before me the before named _____ and _____, to me personally known and known by me to be the parties who executed the foregoing instrument and they severally acknowledged the same, by them executed, to be their free act and deed, before me.

NOTARY PUBLIC
My Commission Expires:

EASEMENT AGREEMENT

EASEMENT AGREEMENT made this ____ day of _____, 2022, by and between RED CROSS AVENUE, LLC, a Rhode Island limited liability company with an address of 174 Bellevue Avenue, Newport, RI 02840 (“Grantor”), and _____, with an address of _____ and _____, (“Grantees”).

WHEREAS, Grantor is the owner of the property located at 30 Red Cross Avenue in Newport, Rhode Island and identified as Lot 1 on Newport Tax Assessor’s Plat 29 (“Lot 1”); and

WHEREAS, Grantees are the owners of the property located at 187 Red Cross Avenue in Newport, Rhode Island and identified as Lot 211 on Newport Tax Assessor’s Plat 29 (“Lot 211”); and

WHEREAS, Grantors have agreed to grant Grantees a permanent and perpetual easement over a portion of Lot 1 as identified and shown on that certain plan entitled “Utility Plan; Property Owner: Horan Building Co; 174 Bellevue Avenue #204, Newport RI 02840; Project Location: 30 Red Cross Avenue, Plat 29, Lot 001, 187 Rhode Island Avenue, Plat 29, Lot 211, Newport, RI 02840; by John Braga & Associates, Inc., dated 5/2/2002, Drawing No. 2202-52” a copy of which is attached hereto and incorporated herein by reference (the “Plan”), for the purpose of maintaining a sewer line and connecting the same to a manhole and sewer lateral located on Lot 1, thereby enabling Grantees to tie into the public sewer line located in Red Cross Avenue.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantees, their heirs, successors and assigns, a permanent and perpetual right to use that portion of the Grantors’ land shown on the Plan, subject to all of the terms and conditions hereof, to (a) to construct, reconstruct, operate, replace and perpetually maintain a four inch (4”) private sewer line from Lot 211, in, over, across and upon Grantors’ land, as shown on the Plan, and to connect the same to the existing manhole and six inch (6”) sewer lateral located on Grantor’s land, as also shown on the Plan, for the purpose of allowing Grantees to tie their land into the public sewer line located in Red Cross Avenue. Grantors further grant unto Grantees, their successors and assigns, such other rights as may be necessary or incident to the easement granted herein, including a reasonable right of access to Grantors’ land for all purposes of this easement, including without limitation, the repair and or maintenance of said private sewer line, lateral and manhole.
2. Maintenance. Grantees shall at all times maintain the four inch (4”) private sewer line to its point of connection with the manhole in good condition and repair at their sole cost and expense, shall repair all damage to the lawn of Grantors as a result of the purposes of this easement and will indemnify and hold the Grantors, their heirs, successors and/or assigns harmless from all damages to any person or property which may result by reason of the construction, reconstruction, maintenance, repair or use of the Grantors’ land pursuant to this Grant of Easement. The parties shall share all costs and expenses of maintaining and repairing the manhole and the sewer lateral running from the manhole west to the sewer main in Red Cross Avenue, such that the owners of Lots 1, 211 & ____ shall each bear one third (1/3) of the cost thereof.

3. No Interest or Estate. Except as herein granted, Grantors shall continue to have the full use and enjoyment of their property, and Grantees shall not have and shall not claim any right, interest or estate of any kind or extent whatsoever in and to Grantors' land by virtue of this Easement Agreement or their use hereunder.
4. Right to Relocate Easement Area. Grantors shall be entitled to make reasonable changes in the location of the Easement Area and/or the sewer line, at Grantors' expense, to permit normal use or development of Grantors' land, provided that any changes do not (a) significantly lessen the utility of the easement; (b) increase the burdens on the Grantors in its use and enjoyment; or, (c) frustrate the purpose for which the easement was created.
5. Successors and Assigns. The easement granted herein shall be appurtenant to the Grantees' land, shall run with the land and shall be binding on and inure to the benefit of the parties, their respective heirs, successors, or assigns.
6. Choice of Law. This Easement Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Grantor:

Grantee:

Red Cross Avenue, LLC

By:

Mark R. Horan, Manager

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ___ day of _____, 2022, then personally appeared before me the before named Mark R. Horan, to me personally known and known by me to be the Manager of Red Cross avenue, LLC and the person who executed the foregoing instrument and he acknowledged the same, by him executed in said capacity, to be his free act and deed and the free act and deed of Red Cross avenue, LLC, before me.

NOTARY PUBLIC
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ___ day of _____, 2022, then personally appeared before me the before named _____ and _____, to me personally known and known by me to be the parties who executed the foregoing instrument and they severally acknowledged the same, by them executed, to be their free act and deed, before me.

NOTARY PUBLIC
My Commission Expires:

SEWER SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between RED CROSS AVENUE, LLC, a Rhode Island limited company with an address of 174 Bellevue Avenue, Suite 204, Newport RI 02840 (hereinafter called the "Landowner"), and the City of Newport, a Rhode Island municipal corporation with an address of 43 Broadway, Newport, RI 02840 (hereinafter called the "City").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property located at 30 Red Cross Avenue and 187 Rhode Island Avenue, Newport, Rhode Island and identified a Lots 1 and 211 on Newport Tax Assessor's Plat 29, as further described in those certain deeds recorded in Book 3069 at Pages 280 and 298 of the Newport land Evidence Records (hereinafter called the "Properties"); and

WHEREAS, there are three (3) residential dwelling structures currently located on the Properties; and

WHEREAS, Landowner intends that said residential dwelling structures will be serviced by private sewer lines tying to a private manhole and sewer lateral located on Plat 29, lot 1 (the "sewer facilities"), which lateral will connect to the public sewer system in Red Cross Avenue, as shown on the plan that certain plan entitled: "Utility Plan; Property Owner: Horan Building Co; 174 Bellevue Avenue #204, Newport RI 02840; Project Location: 30 Red Cross Avenue, Plat 29, Lot 001, 187 Rhode Island Avenue, Plat 29, Lot 211, Newport, RI 02840; by John Braga & Associates, Inc., dated 5/2/2002, Drawing No. 2202-52" a copy of which is attached hereto and incorporated herein by reference (the "Plan"),

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Newport require that the private sewer lines, manhole and sewer lateral on the Properties be properly constructed and maintained.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The sewer facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, shall adequately maintain the sewer facilities in accordance with the Operations and Maintenance Plan. This includes all pipes, manholes or other conveyances built to convey sewage through the facilities. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall inspect the sewer facilities and submit an inspection report to the City annually. This report is to be submitted by December 31st for each calendar year. The purpose of the inspection report is to assure safe and proper functioning of the facilities. All inspections shall be performed by qualified individuals. Inspector qualifications shall be provided to the City as part of the annual report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the sewer facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the sewer facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the sewer facilities in good working order as appropriate.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. The City shall reserve the right to place a lien on the Property in order to address and secure unreimbursed expenditures required to address any such maintenance deficiencies.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the sewer facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of the City of Newport and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

IN WITNESS WHEREOF, the parties have set their hands and seals.

Red Cross Avenue, LLC

By:

Mark R. Horan, Manager

City of Newport

By:

Joseph J. Nicholson, Jr., City Manager

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ___ day of _____, 2022, then personally appeared before me the before named Mark R. Horan, to me personally known and known by me to be the Manager of RED CROSS AVENUE, LLC and the person who executed the foregoing instrument and he acknowledged the same, by him executed in said capacity, to be his free act and deed and the free act and deed of Red Cross Avenue, LLC, before me.

NOTARY PUBLIC
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

At Newport, on the ___ day of _____, 2022, then personally appeared before me the before named Joseph J. Nicholson, Jr., to me personally known and known by me to be the City manager of the CITY OF NEWPORT and the person who executed the foregoing instrument and he acknowledged the same, by him executed in said capacity, to be his free act and deed and the free act and deed of the City of Newport, before me.

NOTARY PUBLIC
My Commission Expires:

STATE OF RHODE ISLAND
NEWPORT SC

ZONING BOARD OF REVIEW
CITY OF NEWPORT

In Re: PETITION OF RED CROSS AVENUE, LLC

ZONING DECISION

This matter was heard on May 23, 2022, on the Petition of Petition of Red Cross Avenue, LLC, applicant and owner, for a variance to the dimensional requirements for permission to create a parcel with only 15,729 sq. ft. (20,000 sq. ft. required), and which will have a side setback of 11' (15' required), applying to the property located at 30 Red Cross Avenue and identified as Lots 1 and 211 on Tax Assessor's Plat 29 in the R-20 zone. Peter Brent Regan, Esq. of Sayer Regan & Thayer, LLP represented the applicant at the hearing. No persons appeared at the hearing to object to the petition and there were no letters of objection in the file.

After Mr. Regan outlined the details of the Petition for the Board, Mark R. Horan, Manager of Applicant Red Cross Avenue, LLC, having been duly sworn, testified as follows: that he is President of Horan Building Company and has over 30 years of experience in contracting and renovating homes in the Newport area, including projects within the Newport Historic District and projects rehabilitating historic structures; that the property located at 30 Red Cross Avenue (Plat 29, Lot 1) contains a significant historic structure - "Rosevale" - an ornamental brick and stone estate designed by Peabody & Stearns in 1876; that the building is the most substantial and the only intact example of Peabody & Stearns' early work in Newport; that Rosevale is also one of few masonry High Victorian Gothic houses in Newport; that the house is considered a significant contributing structure by the Historic District Commission ("HDC"); that Plat 29, Lot 1 also contains the carriage house to Rosevale (the "carriage house"), which fronts on Rhode Island Avenue at 177 Rhode Island Avenue, and is also considered to be

a contributing structure and contains one dwelling unit; that the Applicant also owns the abutting property at 187 Rhode Island Avenue, which is a two-family dwelling; that until recently Rosevale contained the Hambly Funeral Home and seven (7) residential apartments; that the Applicant has received approval from the HDC to undertake a historic restoration of Rosevale and the carriage house, as well as a renovation and an addition to 187 Rhode Island Avenue; that the restoration of Rosevale will restore many of the house's features that have been lost over time, will eliminate the commercial use of the property and reduce the number of dwelling units in the structure from 7 to 2, thereby reducing the density of Plat 29, Lot 1 by 45%; that the project will also result in a 50% reduction in the amount of impervious surfaces on the property; that the Applicant also filed an application with the Planning Board to subdivide Plat 29, Lot 1 into three (3) lots: (a) a fully conforming lot of 48,480.5 sq. ft. fronting on Red Cross Avenue containing Rosevale; (b) a fully conforming vacant lot of 22,405.5 sq. ft. fronting on Red Cross Avenue; and, (c) a lot of 15,729 sq. ft. fronting on Rhode Island Avenue containing the carriage house; that the proposed subdivision will also increase the size of Plat 29, Lot 211 from 20,000 sq. ft. to 21,056.8 sq. ft.; that the Planning Board gave preliminary plan approval to the subdivision and found the plan to be consistent with the City's Comprehensive plan; that all of the lots will be fully conforming, with the exception of lot containing the carriage house, which will contain just over 75% of the area required in the R-20 Zone; that in the designing the proposed subdivision, the Applicant sought to maintain a rear setback for Rosevale that was appropriate for the size, scale and significance of the historic structure; that Rosevale is set back approximately 180' from Red cross venue, which is unusual for the area and complicates the subdivision design; that if the lot containing the carriage house were increased to 20,000 sq. ft., the rear set back form Rosevale would be reduced to approximately 20', which in his opinion, is

too small for a house of the size, scale and significance of Rosevale; that the proposed size of the carriage house lot is consistent with other properties in the area; that based on the carriage house being a contributing structure in the Historic District, it is highly unlikely that someone would be permitted to demolish it and replace it with a larger home; that he is familiar with the neighborhood and that he believes that the reduction in the overall density of the property is more in keeping with the surrounding area than the previous uses. The Applicant also submitted the following documents as Exhibits: (a) Four (4) Certificates of Appropriateness issued by the HDC for the project; (b) the Staff Report of the City's Preservation planner detailing the historical significance of Rosevale; and, (c) the decision of the Planning Board giving Preliminary Plan approval to the subdivision.

After closing the hearing on the petition and based on the testimony and evidence presented, the Board makes the following findings of facts:

1. That the nature of the relief sought is a variance to the dimensional requirements for permission to create a parcel with only 15,729 sq. ft., (20,000 sq. ft. required), and which will have a side setback of 11' (15' required), applying to the property located at 30 Red Cross Avenue and identified as Lots 1 and 211 on Tax Assessor's Plat 29 in the R-20 zone.

2. That the hardship from which the Applicant seeks relief is due to the unique characteristics of the subject land or structure, *to wit*, the location and historic significance of Rosevale, and the relief requested is the least relief necessary.

3. That the granting of the requested variance will not alter the general character of the surrounding area or impair the intent or purpose of the zoning ordinance or the comprehensive plan upon which the ordinance is based, as the proposed density of the property is more in keeping with the surrounding area.

4. That the Applicant has met all of the burdens of proof on each element required under Chapter 17.108 of the Newport Zoning Code entitled “Variances and Special Uses”.

5. That the Applicant has demonstrated the necessary hardship to justify the relief requested.

On motion duly made and seconded, the Board voted 5-0 to Grant the Petition. The Petition having been received the concurring votes of four members of the Board as required, it was accordingly granted, subject to the following conditions: (1) that the project be substantially completed within twelve (12) months of the date of the Decision; and (2) that any advertising costs be paid in full before the decision is recorded. Members voting to approve were Samuel Goldblatt, Bart Grimes, Wick Rudd, Russell Johnson and David Riley.

Guy Weston, Zoning Officer
Clerk, Newport Zoning Board of Review

Presented by:

Peter Brent Regan (# 3421)
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