



**WYNN & WYNN**  
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January 4, 2022

Timothy G. Fay, Manager  
The Bay Pointe Club, LLC  
c/o Stonestreet Corporation  
1275 Wampanoag Trail  
East Providence, RI 02915

Dear Mr. Fay:

You have asked me to render an opinion regarding the Easement and Sewer Pump Agreement ("Agreement") by and between The Bay Pointe Club, LLC ("Club") and the Bay Pointe Village Homeowners Association ("Village") dated May 9, 2014 relative to certain rights regarding the sewer pumping station.

As I understand it in May of 2014 you initiated this agreement with the Village for no consideration in order to clarify the rights between the Club and the Village relative to sewerage in those respective properties.

It is clear from the document itself that the Club is the owner of the pumping station with equipment therein and certain gravity lines and force mains ("Sewer System") for the sewage disposal on both the Club property and the Village property in order to allow the tie-in to the Town of Wareham municipal sewer system.

As the owner of the Sewer System you have the right to grant easements to other parties at your discretion and this document is one example of your ability to allow other parties to tie into the Sewer System.

The Agreement in Section I specifically indicates that this easement is not exclusive to the Village and you have the ability to grant further easements should you elect to do so. This agreement was granted without consideration from the Village owners and the only monetary obligation of the Village is to assist with the operating and maintenance costs on a pro rata basis.

The last paragraph in Section 3 provides that the Club shall not connect any building, structure or improvement other than the Club Structures to the Pump Station without first complying with the provisions of Section II (6) as to any Additional Club Structure. Paragraph 6. A includes in the definition of Additional Club Structures single or multi-family dwellings may be connected to the pump station.

Therefore as a matter of right you may connect such buildings to the pump station provided that you comply with the provisions of Section 6.B through F.

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Included in the definition of Club Structure (Paragraph 3.B) is the clubhouse which is located on land owned by the Town of Wareham parcel and presently leased to you and the subject matter of a Land Disposition Agreement between you and the Town of Wareham that gives you the contractual right to acquire such land upon you acquiring the necessary permits to construct multi-family housing.

Upon your acquisition of the parcel I believe that this parcel could then be characterized as Club Property which would then based upon the above analysis give you the right to connect to the Pumping Station upon the proper notification under Section 6.B through F.

In addition to that scenario Section 3 further provides that Club Structures are also sometimes generically referred to as Property which term is used in various contexts throughout the Agreement leaving some ambiguity. Therefore I believe that Additional Club Structures could be constructed on this parcel as well provided provisions of paragraph 6.B through F are complied with.

Very truly yours,

WYNN & WYNN, P.C.



William Rosa

WR/sac