

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 265

Approved June 14, 2004

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized, consistent with City Council Resolution No. 445 (passed on June 28, 1993), and with that Agreement dated June 30, 1993, attached hereto as Exhibit A, to grant an air easement on Culver Street in the City of Providence to Rhode Island Hospital. Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the construction and maintenance of a pedestrian walkway to provide access to the property at 2 Dudley Street and the new emergency department at Rhode Island Hospital (AP 41, Lots 827 and 615). Said easement shall not exceed the area of five hundred sixty square feet, plus or minus, with dimensions of fourteen feet by forty feet and indicated on the accompanying map marked as Exhibit B.

2. Said easement shall be deemed to run with the land and shall operate against any successors in title and the easement or a memorandum of same shall be recorded by Rhode Island Hospital in the Office of Land Records for the City of Providence.

3. Rhode Island Hospital shall execute an indemnification and hold-harmless agreement with the City of Providence. Said agreement shall be approved by the Department of Law of the City of Providence.

4. Rhode Island Hospital shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as additional-named insureds in a sum not less than ten million dollars (\$10,000,000.00) which policy shall be approved by the Department of Law of the City of Providence.

5. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works and Committee on City Property, jointly, and/or as may be deemed appropriate by the Mayor or the Department of Law.

IN CITY COUNCIL
JUN 3 2004
READ AND PASSED

Barbara Young
PRES. ACTING
Michael R. Clement
CLERK

APPROVED
[Signature] 6/14/04
MAYOR

IN CITY COUNCIL
OCT 16 2003
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael R. Cleary
Clerk
Clerk

THE COMMITTEE ON

Public Works + City Property
Jointly

Ann M. Stettin
Clerk
4-13-04 - Cox

THE COMMITTEE ON
PUBLIC WORKS +
Approves Passage of
The Within Resolution

Ann M. Stettin
Clerk
5-18-04

From the Clerk's Desk

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

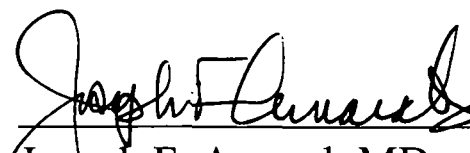
PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

Rhode Island Hospital

Rhode Island Hospital proposes to construct a pedestrian bridge to span over Culver Street. Said Bridge will connect the New Emergency Department with the Medical Office Building located at 2 Dudley Street and is located 30 feet from the southerly property line of Dudley Street. The bridge is proposed to be 14-feet wide and 40-feet long. This petition is requested in accordance with the Agreement between the City of Providence and Rhode Island Hospital date June 30, 1993 and will provide for protected and safe passage of patients and employees.



Joseph F. Amaral, MD

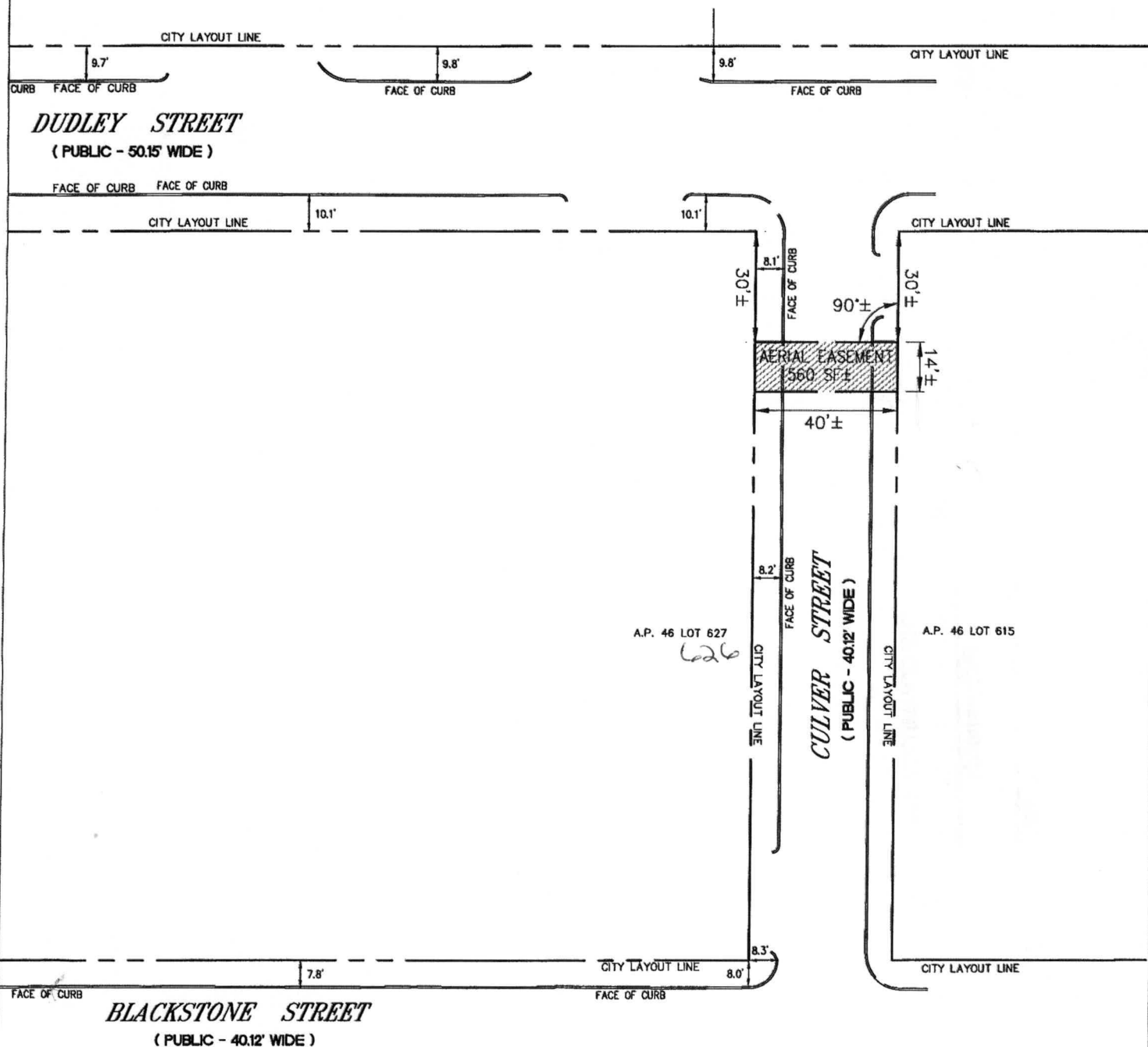
President and Chief Operating Officer

IN CITY COUNCIL
OCT 16 2003
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS & City Property
Michael J. Clements CLERK

THE COMMITTEE ON
P. Works & City Prop, jointly
Recommends
Ann M. Steen
CLERK
4-13-04 - Con &
5-18-04. Approved

FILED
SEP 25 2 03 PM '03
DEPT. OF CLERK
PROVIDENCE, R.I.

A.P. 22 LOT 349
N/F RHODE ISLAND
HOSPITAL

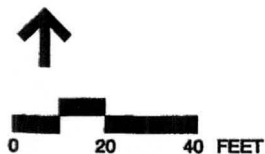


Vanasse Hangen Brustlin, Inc.

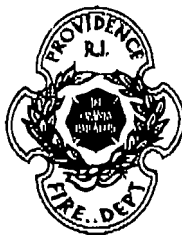
RHODE ISLAND HOSPITAL
EMERGENCY DEPARTMENT
PROPOSED CULVER STREET
AERIAL EASEMENT PLAN

Figure 1
September 17, 2003

NOTE: FOR CONCEPT REVIEW ONLY.



JAMES F. RATTIGAN
CHIEF OF DEPARTMENT



DAVID N. CICILLINE
MAYOR

Department of Public Safety, Fire Department

"Building Pride in Providence"

MEMORANDUM Via Facsimile

TO: Office of the City Clerk

FROM: Gary E. Mulcahy
Acting Chief of Department

G E M

DATE: October 31, 2003

SUBJECT: PETITION TO CITY COUNCIL

This office is in receipt of the Memorandum to the City Clerk and dated October 24, 2003, with regard a request of Councilman Terrence M. Hassett, Chairman of the Committee and Councilwoman Josephine DiRuzzo, Chairwoman of the Committee on City Property. Said petition is relative to a request from Joseph F. Amaral, MD, President and Chief Operating Officer, Rhode Island Hospital, requesting to construct a pedestrian bridge to span over Culver Street.

Please be advised this Department has no objection to this proposal.

gem/rh

MAKRAM H. MEGALLI, P. E.
Director



DAVID N. CICILLINE
Mayor

Department of Public Works

"Building Pride in Providence"

April 12, 2004

Honorable Terrence M Hassett
Chairman of the Public Works Committee
Providence City Council – City Hall
Providence, Rhode Island 02903

**RE: Proposed Aerial Easement – Rhode Island Hospital
Across Culver Street (Between Lot 626 and Lot 615, on A.P. 46)**

Dear Councilman Hassett:

This Department has no objection to the proposed aerial easement/Culver Street/RI Hospital in conjunction with the attached plan, "Prov., R.I. – P.W. Dept. – Engineering Office, Street Line Section, Plan No. 064755 – Dated: March 31, 2004, as noted above.

Said Aerial Easement across Culver Street for Rhode Island Hospital will connect the New Emergency Department, with the Medical Office Building. Said Aerial Bridge is to be 14 feet wide and 40 feet long, and is shown as crosshatched area on the accompanying plan, designated as A-B-C-D-E-A.

Lot numbers for this plan were taken from City of Providence, Assessor's Plat#46. The total square footage of said proposed aerial easement is 560 feet. If we can assist further, please advise.

Very truly yours,

A handwritten signature in black ink, reading "William C. Bombard".

William C. Bombard, P.E.
City Engineer

WCB:om

cc: A. Southgate, Esq. Law Department
M. Clement, City Clerk
Makram H. Megalli, P.E., Director
G. Florio, Director Operations
JLC
SZ
W. Floriani, Planning

PROVIDENCE, R. I.

DEPT. - ENGINEERING OFFICE

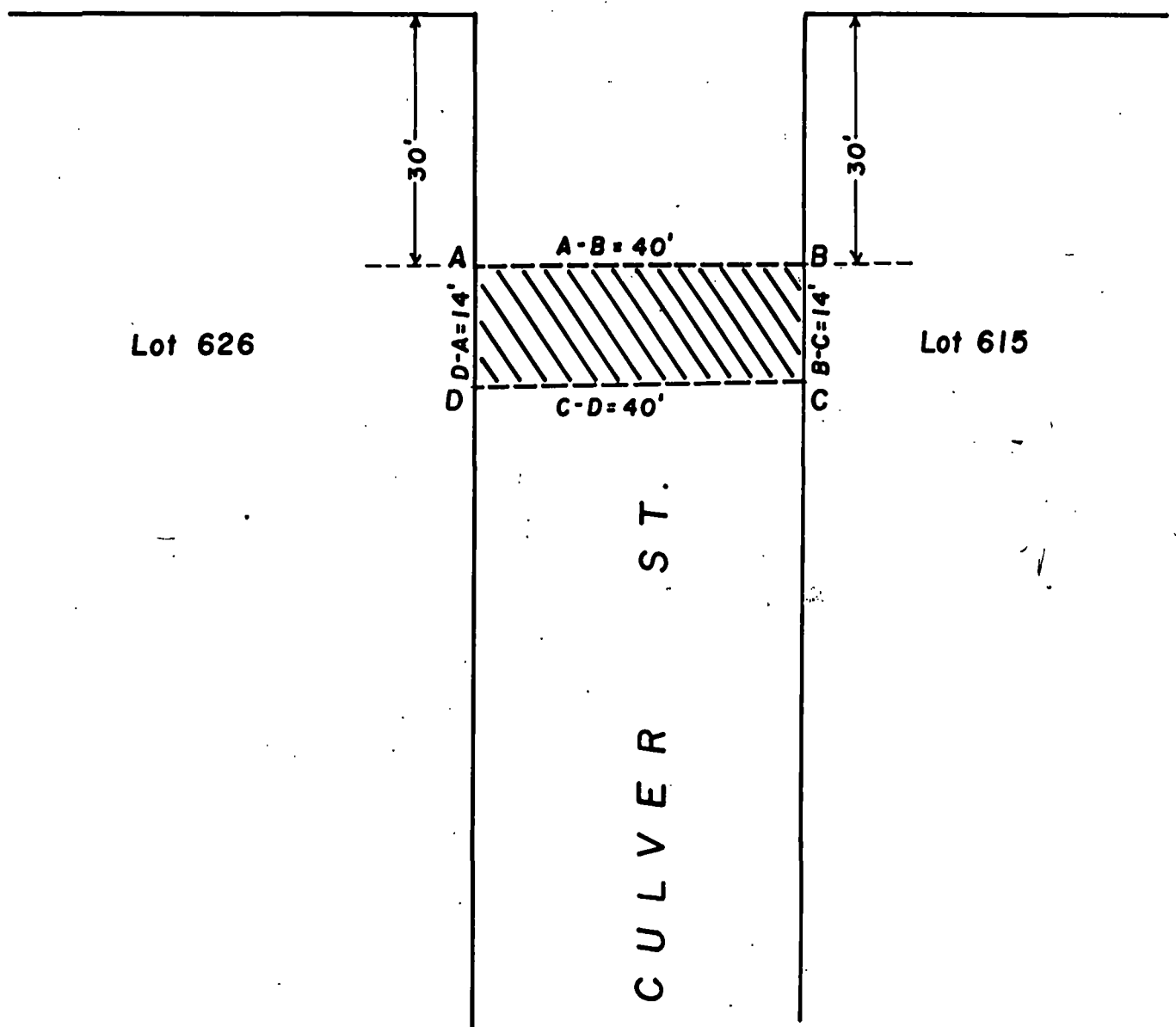
STREET LINE SECTION

Plan No. 064755

Date Mar. 31, 2004

DUDLEY

STREET



NOTES: Cross-hatched area (A-B-C-D-A) indicates proposed aerial easement. (R.I. Hospital)
Total square footage = 560'

Lot numbers taken from A.P. 46

CITY OF PROVIDENCE, R. I.

Public Works Dept. - Engineering Office

Showing proposed aerial easement on Culver St.

Drawn by A. Zislades Checked by JLC

Scale " = 20' Date 3-31-2004

Correct James A. Morris Associate Engr.

Approved William C. Bombard CHIEF ENGIN

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

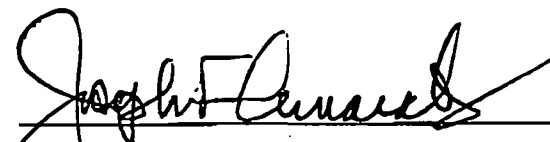
PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

Rhode Island Hospital

Rhode Island Hospital proposes to construct a pedestrian bridge to span over Culver Street. Said Bridge will connect the New Emergency Department with the Medical Office Building located at 2 Dudley Street and is located 30 feet from the southerly property line of Dudley Street. The bridge is proposed to be 14-feet wide and 40-feet long. This petition is requested in accordance with the Agreement between the City of Providence and Rhode Island Hospital date June 30, 1993 and will provide for protected and safe passage of patients and employees.



Joseph F. Amaral, MD

President and Chief Operating Officer

COUNCILWOMAN
BALBINA A. YOUNG
COUNCIL PRESIDENT PRO-TEMPORE
489 PUBLIC STREET
PROVIDENCE, RI 02907
Res: 941-1830
Office: 521-7477
Ward11@providenceri.com



City of Providence, Rhode Island

COMMITTEES

Urban Redevelopment
Renewal & Planning
Chairwoman

Ordinances

Providence Housing
Authority

Providence Neighborhood
Housing Corporation

March 25, 2004

Councilman Terrence M. Hassett
Chairman
Committee on Public Works
c/o City Clerk's Office
Providence, RI 02903

Re: Petition from RI Hospital – to be heard jointly by the Committees on Public Works and City Property

Dear Chairman Hassett and Members of the Committee on Public Works:

This letter serves to express my support of the petition from Joseph F. Amaral, MD, President and Chief Operating Officer of Rhode Island Hospital, requesting to construct a pedestrian bridge to span over Culver Street which will provide for protected and safe passage of patients and employees.

Thank you for your attention to this matter. Should you require further correspondence, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Balbina A. Young". The signature is stylized with a large, looped "B" and a cursive "Young".

Balbina A. Young
Council President Pro Tempore

BAY:kl

Cc: Anna Stetson, Second Deputy, City Clerk's Office

COUNCILWOMAN
BALBINA A. YOUNG
COUNCIL PRESIDENT PRO-TEMPORE
489 PUBLIC STREET
PROVIDENCE, RI 02907
Res: 941-1830
Office: 521-7477
Ward11@providenceri.com



City of Providence, Rhode Island

COMMITTEES

Urban Redevelopment
Renewal & Planning
Chairwoman

Ordinances

Providence Housing
Authority

Providence Neighborhood
Housing Corporation

March 25, 2004

Councilwoman Josephine DiRuzzo
Chair
Committee on City Property
c/o City Clerk's Office
Providence, RI 02903

Re: Petition from RI Hospital – to be heard jointly by the Committees on Public
Works and City Property

Dear Chair DiRuzzo and Members of the Committee on City Property:

This letter serves to express my support of the petition from Joseph F. Amaral, MD, President and Chief Operating Officer of Rhode Island Hospital, requesting to construct a pedestrian bridge to span over Culver Street which will provide for protected and safe passage of patients and employees.

Thank you for your attention to this matter. Should you require further correspondence, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Balbina A. Young". The signature is stylized with a large, flowing "B" and a circular flourish at the end.

Balbina A. Young
Council President Pro Tempore

BAY:kl

Cc: Anna Stetson, Second Deputy, City Clerk's Office

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 24, 2003

TO: Dean Esserman, Chief of Police

SUBJECT: **PUBLIC WORKS COMMITTEE**

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

DISPOSITION: I have been directed by Councilman Terrence M. Hassett, Chairman, Committee on Public Works and Councilwoman Josephine DiRuzzo, Chairwoman, Committee on City Property to refer to you the accompanying petition for study, report and recommendation.

Please report back in writing to the above-named committee as soon as practical.

**PETITION FROM JOSEPH F. AMARAL,
MD, PRESIDENT AND CHIEF OPERATING
OFFICER, RHODE ISLAND HOSPITAL,
REQUESTING TO CONSTRUCT A
PEDESTRIAN BRIDGE TO SPAN OVER
CULVER STREET.**


Second Deputy
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 24, 2003

TO: Gary Mulcahy, Acting Chief of Fire

SUBJECT: **PUBLIC WORKS COMMITTEE**

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

DISPOSITION: I have been directed by Councilman Terrence M. Hassett, Chairman, Committee on Public Works and Councilwoman Josephine DiRuzzo, Chairwoman, Committee on City Property to refer to you the accompanying petition for study, report and recommendation.

Please report back in writing to the above-named committee as soon as practical.

**PETITION FROM JOSEPH F. AMARAL,
MD, PRESIDENT AND CHIEF OPERATING
OFFICER, RHODE ISLAND HOSPITAL,
REQUESTING TO CONSTRUCT A
PEDESTRIAN BRIDGE TO SPAN OVER
CULVER STREET.**

A handwritten signature in black ink, appearing to read "Anna M. Stetson".

Second Deputy City Clerk



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 24, 2003

TO: Makram H. Megalli, Director of Public Works

SUBJECT: **PUBLIC WORKS COMMITTEE**

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

DISPOSITION: I have been directed by Councilman Terrence M. Hassett, Chairman, Committee on Public Works and Councilwoman Josephine DiRuzzo, Chairwoman, Committee on City Property to refer to you the accompanying petition for study, report and recommendation.

Please report back in writing to the above-named committee as soon as practical.

**PETITION FROM JOSEPH F. AMARAL,
MD, PRESIDENT AND CHIEF OPERATING
OFFICER, RHODE ISLAND HOSPITAL,
REQUESTING TO CONSTRUCT A
PEDESTRIAN BRIDGE TO SPAN OVER
CULVER STREET.**

A handwritten signature in cursive script, appearing to read "Anna M. Stetson".

Second Deputy

City Clerk

RHODE ISLAND HOSPITAL
PETITION FOR AIR EASEMENT

Table of Contents

1. Resolution of the City Council Authorizing Agreement between City and Rhode Island Hospital (passed June 28, 1993 and signed by Mayor on June 30, 1993)
2. Agreement between Rhode Island Hospital and the City of Providence (executed on June 30, 1993)
3. Petition to the City Council Requesting Air Easement (submitted on October 16, 2003)
4. Legal Description - Proposed Culver Street Pedestrian Bridge Easement
5. Sample City Council Resolution Authorizing Mayor to Grant Easement

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 445

Approved June 30, 1993

WHEREAS, Resolution No. 505, approved October 30, 1992, authorized His Honor, the Mayor, to execute a 651.95 square foot easement agreement with Rhode Island Hospital for air rights over Dudley Street, in Providence, Rhode Island, for the sum of THIRTY THOUSAND (\$30,000.00) DOLLARS, for a twenty-five (25) year term with the option to renew for two (2) additional five (5) year terms.

WHEREAS, the Hospital is the owner of such real estate located in the area around Eddy Street in Providence, Rhode Island on which is located its Hospital campus; and

WHEREAS, the Hospital is desirous of having the option to construct up to five (5) other pedestrian walkways over city streets in order to connect buildings on the Hospital's campus so as to provide for safe and protected passage of its employees and patients; and

WHEREAS, the City is desirous of allowing the Hospital to develop its campus and to provide for the protected and safe passage of the employees and patients at the Hospital across city streets; and

WHEREAS, the City is willing to allow the hospital the right to use such air rights upon the following conditions:

- 1.) The Hospital shall pay the City FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS;
2. The Hospital shall petition the council for a resolution allowing the Hospital the exclusive right to the designated air space;

8. That an insurance certificate in an amount not less than TEN MILLION (\$10,000,000.00) DOLLARS is filed with the City of Providence, listing the City of Providence as an additional party insured for each walkway;

9.) That in addition to an easement agreement being drafted, an indemnification agreement, indemnifying and holding harmless the City, its agents, servants and assigns from any claim, dispute or causes of action whatsoever relative to the rights the City has agreed to grant; and

10.) Any other such terms and conditions as have been imposed by the Committee on City Property, the City Council, the City Solicitor and His Honor, the Mayor and have been memorialized in said documents, approved by the City Solicitor.

NOW THEREFORE, BE IT RESOLVED, that his Honor, the Mayor, is hereby authorized to execute any and all documents with Rhode Island Hospital for a right to exercise an option for up to five (5) pedestrian walkways in consideration for an additional sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

IN CITY COUNCIL
JUN 28 1993
READ AND PASSED
[Signature]
PRES.
[Signature]
CLERK

APPROVED
JUN 30 1993
[Signature]
MAYOR

AGREEMENT

Recorded 7/21/93
10:51 A.M.
Robert L. Riccio
Recorder of Deeds

THIS AGREEMENT made this 30th day of June, 1993 by and between the RHODE ISLAND HOSPITAL, having a place of business located at 593 Eddy Street, Providence, Rhode Island 02903 (the "Hospital") and the CITY OF PROVIDENCE, a Rhode Island municipal corporation, having a place of business located at 57 Eddy Street, Providence, Rhode Island 02903 (the "City").

WHEREAS, the Hospital is the owner of certain real estate located in the area around Eddy Street in Providence, Rhode Island on which is located its Hospital campus; and

WHEREAS, the Hospital is desirous of having the right to construct up to five pedestrian walkways over City streets in order to connect buildings which are now or in the future part of the Hospital's campus in the area around Eddy Street so as to provide for the safe and protected passage of its employees and patients across city streets; and

WHEREAS, the City is desirous of allowing the Hospital to develop its campus and to provide for the protected and safe passage of the employees and patients at the Hospital across City streets; and

WHEREAS, the City is willing to allow and grant to the Hospital the right to use such air rights upon the condition that the Hospital shall pay the City Five Hundred Thousand Dollars (\$500,000) and on such conditions as delineated below;

and

WHEREAS, the City is willing to allow and grant to the Hospital the right to use such air space upon the further condition that the Hospital agrees to indemnify and hold the City, its agents, employees, servants and officers harmless against all claims and actions which may arise out of the Hospital's use of the air rights as referenced above; and

WHEREAS, the City is willing to allow and grant to the Hospital the use such air rights upon the further condition that the Hospital agrees to maintain the structures that may be built within the air rights areas in accordance with all applicable state and municipal requirements; and

WHEREAS, the City is willing to allow and grant to the Hospital the use of such air rights upon the further condition that the Hospital agrees to maintain public liability insurance in an amount of not less than Ten Million Dollars (\$10,000,000) increased every third year from the date hereof to reflect the increase in the cost of living index naming the City, its agents, employees, servants and officers as additional insured under such policy; and

WHEREAS, the City and the Hospital agree that the Hospital must obtain a further resolution as to the use of each such air space which resolution, subject to the conditions and terms set forth below, the City agrees to grant; and

WHEREAS, the City and Hospital agree that if such resolution is not adopted, subject to the terms and conditions set forth below, the Hospital shall be entitled to seek arbitration for the return of all or a portion of said Five Hundred Thousand Dollars (\$500,000) with interest.

NOW THEREFORE, for good and valuable consideration exchanged by and between the parties hereto, the receipt and adequacy of which is hereby acknowledged, the City and the Hospital hereby agree as follows:

I. With respect to the Air Rights:

1. The Hospital shall have the right and option to require the City to allow and grant to the Hospital, its successors and assigns, the exclusive right to use all the area or volume of space that lies above a plane no less than twelve (12) feet above street grade or such greater height as the City may determine is necessary to protect public health, safety and welfare over up to five parcels located within streets in the vicinity of the Hospital's campus as the same may exist from time to time. The width of any such area or volume of space shall not exceed twenty-five (25) feet. Any such right that is granted shall run for a period of twenty-five (25) years from the date of the grant with the option to

renew for two (2) additional periods of five (5) years. The air space shall be used exclusively for pedestrian walkways provided that such walkways may be enclosed, heated, air conditioned, lighted and otherwise constructed and operated like hallways within the Hospital. Such walkway shall not be used as a utility conduit other than for ordinary electrical, heating, air conditioning and ventilating pipes, ducts and lines which service the walkway. The Hospital may not assign its rights and options set forth in the first line of this paragraph to third parties other than to its affiliates except in connection with the conveyance of all or substantially all of the Hospital's campus and provided that any walkway that is created may connect properties owned by the Hospital or its affiliates with properties owned by the Hospital, its affiliates or third parties and the employees, patients, invitees and agents of such third parties may use such walkways. Such parcels of land may be designated by the Hospital from time to time before the twentieth anniversary of this Agreement. Each grant and consent shall be made by an instrument executed by the Mayor in the form attached hereto as Exhibit A pursuant to a Resolution as

hereinafter defined. The continued existence of any walkway at the expiration of the twenty-five (25) year period shall be deemed to be an exercise of the first five (5) year option and the continued existence of the walkway at the expiration of the first five (5) year option shall be deemed to be an exercise of the second five (5) year option.

2. In consideration for the Hospital's right to have five pedestrian walkways across City streets as provided in this Agreement, the Hospital shall pay the City Five Hundred Thousand Dollars (\$500,000) upon the execution and delivery of this Agreement. No further payment or consideration shall be due from the Hospital as a condition to the City's granting and consenting to the use of the air space for pedestrian walkways. If the Hospital does not designate five air spaces before the twentieth anniversary of this Agreement for which the City Council shall have adopted Resolutions, as defined below, the Hospital shall have no right to the return of any portion of said Five Hundred Thousand Dollars (\$500,000) except as provided in paragraph 4 below.

3. At such time as the Hospital shall have designated a desired walkway location, the Hospital

shall deliver to the City a petition ("Petition") for a resolution ("Resolution") to allow and grant to the Hospital the exclusive right to the designated air space on the terms and conditions specified in this Agreement. The Petition shall make reference to this Agreement. The Hospital shall also submit to the City plans and a survey showing the proposed location for the proposed walkway and such other information as may reasonably be required by the City Council and the appropriate City officials.

4. If the City Council fails to adopt such Resolution within six months after the filing of a Petition as aforesaid or if the City Council votes to deny the Petition, the Hospital may demand a return of all or a portion of the Five Hundred Thousand Dollars (\$500,000) together with interest thereon from the date hereof at the statutory rate of interest. If the City does not return such moneys to the Hospital within thirty (30) days from the date of such demand, the matter shall be submitted to arbitration. The arbitrators shall determine whether any failure to adopt a Resolution within six months was reasonable or whether any vote to deny a Petition was reasonably necessary to protect the public health, safety or welfare. If the proposed walkway would be located

outside of the Institutional Zone as designated on the Providence Zoning Map, the arbitrator's shall also determine whether any vote to deny a Petition was reasonably necessary to protect the neighborhood in which the proposed walkway would be located. The arbitrators may not consider the price paid for the use of the air space as a factor in their determinations and shall not presume that the City Council's actions were reasonable. If the arbitrators determine that the delay or vote was not reasonable as aforesaid, the arbitrators shall determine what portion of the Five Hundred Thousand Dollars (\$500,000) shall be returned (with interest) to the Hospital. Such demand and arbitration proceedings shall not affect the Hospital's right to file other Petitions provided that upon a return of such moneys, including any interest, the Hospital shall cease to have the right to any further walkways.

5. The Hospital and City shall select an arbitrator within twenty (20) days after the Hospital has notified the City that the Hospital desires arbitration. If such selection is not made within twenty (20) days, the City and Hospital shall each select an arbitrator within ten (10) days. If either party fails to appoint an arbitrator within five (5) days after written notice from the other

that the appointment date has passed, then the non-appointing party shall have waived its right to appoint. If the two arbitrators are appointed, such two shall select a third arbitrator within fifteen (15) days.

II. With respect to the Indemnification, Compliance with Applicable Law, and Insurance:

1. For One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the Hospital, its agents, servants, assigns and successors in interest shall forever indemnify and hold harmless the City, its agents, servants and assigns from any claim, dispute or causes of action whatsoever, whether relating to damage to third persons, their agents, servants, assigns or to their property arising out of the Hospital's negligent use of the rights which the City has agreed to grant. The Hospital further agrees to defend any such claim, dispute or cause of action against the City, its agents, servants or assigns in a timely manner, and should the Hospital fail to defend, the City may, at its option, defend such claims or causes of action. In the event the City elects to so defend, the Hospital shall, in any event, remain liable for the costs of such defense, including but not limited to

reasonable attorney's fees and any resulting finding, decision or judgment against the City.

2. The Hospital, its successors and assigns, does hereby agree to maintain any walkway, as referenced herein, in accordance with all applicable state and municipal requirements.

3. During the time that any of such walkways exists, the Hospital, its successors and assigns, shall maintain a public liability insurance policy in the amount not less than Ten Million and 00/100 (\$10,000,000.00) Dollars which said policy shall name the City as an additional insured under the said policy. Such policy shall protect the City against claims of up to Ten Million Dollars (\$10,000,000) from injury or damage incurred at different walkways during the term of any such insurance policy.

4. If any portion of this Agreement is held to be invalid it shall not affect the other parts of this Agreement except that if the Hospital's rights to the walkways described herein are lessened as a result of such invalidity, the Hospital shall be entitled to receive a return of all or a portion of the consideration that it has paid hereunder as may be determined by the court.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first set forth above.

RHODE ISLAND HOSPITAL

By William Kreyka
its: President

CITY OF PROVIDENCE, RHODE ISLAND

By Vincent A. Cianci
its: Mayor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence, in said County on this 30th day of June, 1993, before me personally appeared William Kreyka, the President of the Rhode Island Hospital, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of the Rhode Island Hospital.

Timothy T. More
Notary Public
My Commission Expires:
TIMOTHY T. MORE

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence, in said County on this 30 day of June, 1993, before me personally appeared Vincent A. Cianci, Jr., whose name as Mayor of the City of Providence, Rhode Island is signed to the foregoing Agreement and who is known to me and known by me to such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the City of Providence, Rhode Island.

Thomas J. Rossi
Notary Public
My Commission Expires: 6-30-93
Thomas J. Rossi

Approved As to Form:
Patricia A. McLaughlin
Deputy City Solicitor

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that CITY OF PROVIDENCE, a Rhode Island municipal corporation, having a place of business located at 57 Eddy Street, Providence, Rhode Island, for consideration paid grants to the RHODE ISLAND HOSPITAL, having a place of business located at 593 Eddy Street, Providence, Rhode Island, its successors and assigns with QUIT-CLAIM COVENANTS:

For a period of twenty-five (25) years with the option to renew for two (2) additional periods of five (5) years each, all the area or volume of space that lies above a plane no less than twelve (12) feet above the grade of Dudley Street over the land described on Schedule A attached hereto.

The grant of the within easement by the Grantor is specifically authorized by and subject to the terms and conditions of the Resolution of the City Council of the City of Providence, Number [], effective on [], 19[].

IN WITNESS WHEREOF, the City of Providence has hereto set its hand and seal this day of , 199 .

CITY OF PROVIDENCE, RHODE ISLAND

By

Vincenta Cianci
its: Mayor

Approved As to Form:
Catherine A. McLaughlin
Deputy City Solicitor

STATE OF RHODE ISLAND
COUNT OF PROVIDENCE

In the City of Providence, in said County on this 30 day
of June, 1997, before me personally appeared []
whose name as Mayor of the City of Providence, Rhode Island is
signed to the foregoing Agreement and who is known to me and
known by me to be such officer, and acknowledged before me on
this day under oath, that, being informed of the contents of
said Agreement he, in his capacity as such officer and with
full authority, executed the same as his free act and deed and
as the free act and deed of the City of Providence, Rhode
Island.



Notary Public

My Commission Expires: 6-30-98

Thomas J. Rossi

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

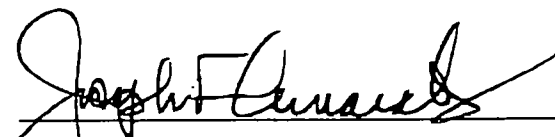
PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

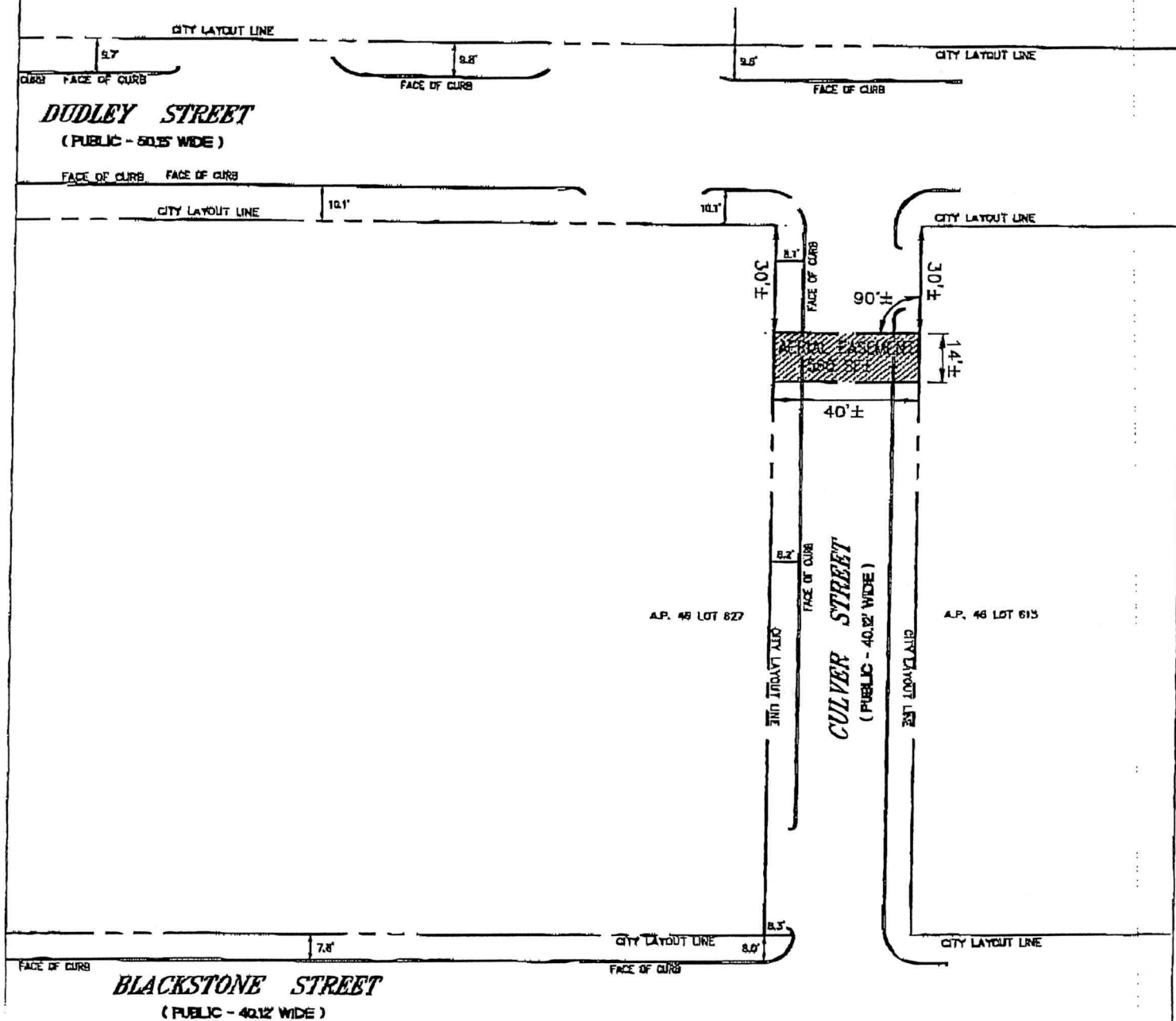
Rhode Island Hospital

Rhode Island Hospital proposes to construct a pedestrian bridge to span over Culver Street. Said Bridge will connect the New Emergency Department with the Medical Office Building located at 2 Dudley Street and is located 30 feet from the southerly property line of Dudley Street. The bridge is proposed to be 14-feet wide and 40-feet long. This petition is requested in accordance with the Agreement between the City of Providence and Rhode Island Hospital date June 30, 1993 and will provide for protected and safe passage of patients and employees.



Joseph F. Amaral, MD
President and Chief Operating Officer

A.P. 22 LOT 348
N/F RHODE ISLAND
HOSPITAL

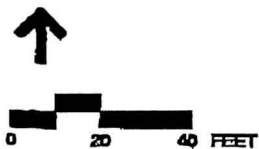


Vanasse Hangen Brustlin, Inc.

**RHODE ISLAND HOSPITAL
EMERGENCY DEPARTMENT
PROPOSED CULVER STREET
AERIAL EASEMENT PLAN**

Figure 1
September 17, 2003

NOTE: FOR CONCEPT REVIEW ONLY.



**Transportation
Land Development
Environmental
Services**



imagination | innovation | energy Creating results for our clients and benefits for our communities

Vanasse Hangen Brustlin, Inc.

Proposed Culver Street Pedestrian Bridge Easement

That parcel of land in the City of Providence, County of Providence and State of Rhode Island 25' in width described as follows:

Beginning at a point in the westerly line of Culver Street, said point being twenty four and 64/100 (24.64') feet southerly from the intersection of the westerly line of Culver Street and the southerly line of Dudley Street as measured along the westerly line of Culver Street;

Thence: N 84°59'50" E a distance of forty and 12/100 (40.12') feet to the easterly line of Culver street, being twenty four and 66/100 (24.66') feet southerly from the intersection of the easterly line of Culver Street and the southerly line of Dudley Street as measured along the easterly line of Culver Street;

Thence: S 05°02'05" E in the easterly line of Culver Street a distance of twenty five and 00/100 (25.00') feet;

Thence: S 84°59'50" W parallel with the first course a distance of forty and 12/100 feet (40.12') to the westerly line of Culver Street;

Thence: N 05°02'05" W in the westerly line of Culver Street and parallel with the second course twenty five and 00/100 (25.00') to the point of beginning.

Said parcel contains 1,003 square feet or 0.02303 acres more or less.

530 Broadway
Providence, Rhode Island 02909-1820
401.272.8100 • FAX 401.273.9694
email: info@vhb.com
www.vhb.com

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized, consistent with the City Council Resolution No. 445 passed on June 28, 1993, and with that Agreement dated June 30, 1993, attached hereto as Exhibit A, to grant an air easement on Culver Street, in the City of Providence to Rhode Island Hospital (RIH). Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the construction and maintenance of a pedestrian walkway to provide access to the property at 2 Dudley Street and the New RIH Emergency Department (AP 41, Lots 827 and 615). Said easement shall not exceed the area of 560 square feet, plus or minus, with dimensions of fourteen feet by forty feet and indicated on the accompanying map marked as Exhibit B.

2. Said easement shall be deemed to run with the land and shall operate against any successors in title and the easement or a memorandum of same shall be recorded by RIH in the Office of Land Records for the City of Providence.

3. RIH shall execute an indemnification and hold-harmless agreement with the City of Providence. Said agreement shall be approved by the Department of Law of the City of Providence.

4. RIH shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as additional-named insureds in a sum not less than ten million dollars (\$10,000,000.00) which policy shall be approved by the Department of Law of the City of Providence.

5. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on City Property and Committee on Public Works, Jointly and/or as may be deemed appropriate by the Mayor or the Department of Law.