

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 187

Approved May 17, 2004

RESOLVED, DECREED AND ORDERED:

That the following named street shown as cross-hatched area on the accompanying plan entitled: "Providence, RI Department of Public Works - Engineering Office, Street Line Section Plan No. 0647478 dated September 9, 2003.

VIZ:

PEARL STREET, running from Perkins Street to Central Street, shown as the cross-hatched area on accompanying plan and designated by the letters (A-B-C-D), having ceased to be useful to the public, is proposed to be abandoned as a Public Highway. Said Abandonment is specifically conditioned upon the following:

(1) Petitioner shall pay the sum of Twenty-three Thousand and One Hundred Ninety-six Dollars (\$23,196.00) in legal U.S. tender to the City of Providence.

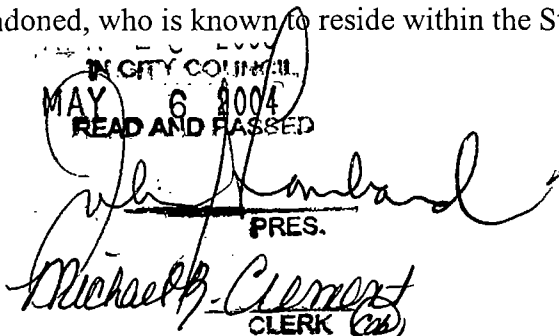
(2) Petitioner shall comply with all conditions contained herein, including recording this Resolution, not later than sixty (60) days from its approval. Upon failure to so comply for any reason, the within resolution shall automatically become a nullity.

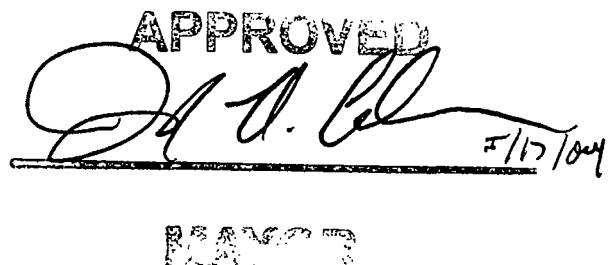
(3) Such other conditions as the Mayor or the Law Department shall see fit to impose.

And it is further

ORDERED, That the Traffic Engineer be and is hereby directed to cause a sign to be placed on the above-named highway abandoned as aforesaid, having thereon the words, "Not a Public Highway," and it is further

ORDERED, That after the entry of this order or decree the City Clerk shall cause a notice thereof to be published in a newspaper published in the County of Providence at least once a week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting the above-named highway which has been abandoned, who is known to reside within the State.

IN CITY COUNCIL
MAY 6 2004
READ AND PASSED

PRES.
CLERK

APPROVED

5/17/04
REMOVED

IN CITY COUNCIL
AUG 7 2003
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Michael R. Clement
CLERK
Cms

From The Clerk's Desk

THE COMMITTEE ON
P. Works
Recommends
Ann M. Stetson
CLERK
9-22-03 Conf
MRC 11-25-03 Schedule PH
12-16-03. P. 4 reg held
3-15-04. Conf

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution
Ann M. Stetson
CLERK
4-13-04. Approved





PEARL STREET ABANDONMENT
for
PEARL STREET-FROM CENTRAL
NORTHWEST 291' FEET
in
PROVIDENCE, RHODE ISLAND

| | | | |
|---------------|--|-----------------------|--|
| SCALE: 1"=30' | | SHEET NO: 1 of 1 | |
| DRAWN BY: MCR | | DESIGN BY: N/A | |
| DATE: 7/18/03 | | CHECKED BY: C.A. | |
| | | PROJECT NO.: 02131.00 | |

CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

ARMORY REVIVAL
CITY CLERK
RECEIVED
JUL 1 2003

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

WHEREAS, the undersigned Armory Revival Company is the owner of those certain parcels of real estate located at 1 Central Street and 304 Pearl Street, located on Central, Pearl, Rice and Perkins Streets, Providence, Rhode Island, commonly known as Harold's Furniture as the same appear on Assessor's Plat 29, Lot 490 and Assessor's Plat 30, Lots 22 and 143 for the City of Providence; and

WHEREAS, the aforesaid parcels are abutted by that certain public way designated and known as Pearl Street, as the same appears on the copy of Assessor's Plat and photographs attached hereto; and

WHEREAS, said the northernmost ²⁹¹416 feet of said Pearl Street, as appears on Exhibit A attached hereto, no longer serves any useful purpose to most members of the public; and

WHEREAS The Armory Revival Company will provide at its own cost a new driveway on land owned by The Armory Revival Company for the benefit of neighboring property owners as a means of access from Central Street to the rear of their properties that now back up to the portion of Pearl Street that will remain a public street. The Armory Revival Company will grant to such property owners an easement in perpetuity to pass and repass over said private driveway; and

WHEREAS, The Armory Revival Company is undertaking a project to redevelop and beautify the parcels owned by it on Central, Pearl, Rice and Perkins Streets, to include the historic rehabilitation of two empty mill buildings for a mixed-use complex that includes market-rate and affordable "for sale" and "for rent" apartments, neighborhood professional and mercantile space and warehouse space; and

WHEREAS, The City of Providence desires to make provisions for the expansion of the public schools by acquiring a portion of Plat 29, Lot 490 that otherwise would be used for parking by The Armory Revival Company; and

WHEREAS, The City of Providence has proposed that the above-described portion of Pearl Street be abandoned and made available for parking for The Armory Revival Company to replace the parking on the parcel to be acquired by the City; and

WHEREAS, The Armory Revival Company is the sole abutter of said northernmost portion of Pearl Street.

NOW THEREFORE, the undersigned respectfully petition this Honorable City Council to take all steps necessary and appropriate to abandon said northernmost ²⁹¹416 feet of Pearl Street, as the same appears on Exhibit A attached hereto, and transfer all right, title and interest therein to The Armory Revival Company upon such terms and conditions as this Honorable City Council deems just and appropriate.

Petition to abandon a portion of Pearl Street

The Armory Revival Company

Mark Van Noppen

Check #011296

\$75.00

By:

Mark Van Noppen, Vice President

DEPARTMENT OF CITY CLERK
RECEIVED

JUL 31 2003

Michael R. Clement
CITY CLERK OF PROVIDENCE, RI

FILED

JUL 31 12 09 PM '03

DEPT. OF
PROVIDENCE, R.I.

IN CITY COUNCIL
AUG 7, 2003
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Richard X. Went CLERK

THE COMMITTEE ON

Richard Walsh
Recommendations - Be Corte

Ann M. Helin

9-22-03

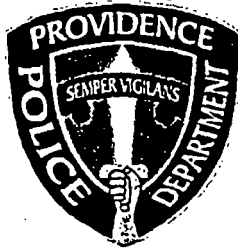
MRC 11-25-03 [Schedule
P. Hig

12-16-03 P. Hig held

3-18-04 - Con &

4-15-04 - Approved

From The Clerk's



PROVIDENCE POLICE DEPARTMENT
TRAFFIC BUREAU

Sergeant Steven G. Woodruff, Officer-In-Charge

To: Colonel Dean M. Esserman, Chief of Police
From: Sgt. S. Woodruff, Traffic Bureau
Subject: Abandonment of portions of Pearl, Perkins, Rice and Central Streets
re: Petition to the City Council by the Armory Revival Company

Dear sir:

It is my understanding that the Armory Revival Company will be converting an abandoned warehouse to condominium lofts, offices and shops. In their plan, they are asking that the City Council abandon portions of the above referenced city streets.

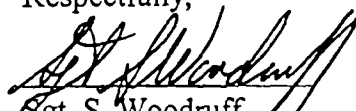
Apparently the City has agreed to abandon portions of Pearl Street in consideration of for certain property to the rear of Central High School. There appears to be a provision for an easement to that area of the former parking lot.

The Armory Revival Company also proposes to have the City abandon all of Perkins Street. After speaking with members of the Company, I learned that the Fire Department voiced concern over gaining access to the rear of the Dodge Street area with their fire apparatus. I further learned that the Company will allow parking on an angle thereby leaving a twelve foot lane of travel on the northerly side of the street.

Rice Street is proposed to be abandoned by the City from Pearl Street, westerly, for a distance of about three hundred and eighty (380) feet. There are some businesses on Rice Street and the Company has agreed to grant an easement for these companies.

I conclude that as long as the City is granted permanent access to the area of the so called "Pearl Street Lofts", for the purpose of emergency response and proactive patrols, the suggestions of the Armory Revival Company is agreeable.

Respectfully,


Sgt. S. Woodruff
Traffic Bureau

David d. Costa
Act. Assistant Chief

George S. Farrell
Deputy Fire Marshal



David N. Cicilline
Mayor

Gary Mulcahy
Act. Chief of Department

PROVIDENCE FIRE PREVENTION BUREAU

"Smoke Detectors Save Lives"

October 31, 2003

Chairman Terrence M. Hassett
Committee on Public Works
City Hall
Providence, RI 02903

Re: Petition to Abandon Portions of Pearl Street, Rice Street, Central Street and Perkins Street

Dear Councilman Hassett,

After review of the petition to abandon portions of Pearl Street, Rice Street, Central Street and Perkins Street (see 4 proposals attached), the Fire Department has no objection provided the travel lanes displayed in the attached map are designated and posted as fire lanes.

A handwritten signature in black ink, appearing to read "David Costa", is written over a horizontal line.

David Costa
Act. Assistant Chief David D. Costa

David d. Costa
Fire Marshal

George S. Farrell
Deputy Fire Marshal



David N. Cicilline
Mayor

Gary Mulcahy
Act. Chief of Department

PROVIDENCE FIRE PREVENTION BUREAU

"Smoke Detectors Save Lives"

September 16, 2003

Chairman Terrence M. Hassett
Committee on Public Works
City Hall
Providence, RI 02903

Re: Petition to Abandon a Portion of Pearl Street

Dear Councilman Hassett,

After review of the petition to abandon the northernmost 291 feet of Pearl Street (see attached), the Fire Department has no objection provided no permanent barriers are constructed that will limit access for emergency vehicles on Perkins Street, A Street, Rice Street, or Central Street.

David Costa
Act. Assistant Chief David D. Costa

MAKRAM H. MEGALLI, P.E.
Director



DAVID N. CICILLINE
Mayor

Department of Public Works

"Building Pride in Providence"

Hon. Terrence M. Hassett
Chairman of Public Works Committee
Providence-City Council
Providence, R.I. 02903

RE: Proposed Abandonment's
Pearl, Perkins & Rice Streets

Dear Councilman Hassett:

The Department of public works objects to the abandonment's of Rice, Pearl and Perkins Street as presented. These abandonment's will have a negative impact on the traffic circulation.

However, The Department of Public Works will reconsider said abandonment's, if the developer presents plans to create a new 40' Public Right of Way from Rice to Public. Central Streets.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Makram H. Megalli", is written over the typed name.

Makram H. Megalli, P.E.
Director

LC/vc

Cc: A. Southgate, Esq.-Law Dept.
T. Deller, Dir/Planning
M. Clement-City Clerk ✓
G. Florio
JLC
SZ
Irene Testa - Traffic Eng.

ROBERT A. WALSH, JR.
Chairman

JOEL D. LANDRY, II
Vice Chairman

ALEXANDER D. PRIGNANO
Ex-Officio

CARISSA R. RICHARD
Secretary

FERNANDO S. CUNHA, ESQ.
Legal Advisor



DAVID N. CICILLINE
Mayor

ROBERT J. KILDUFF, P.E., ESQ.
Chief Engineer & General Manager

JOSEPH DE LUCA
City Councilman

PETER S. MANCINI
City Councilman

JOSEPH D. CATALDI
Member

ANNE T. QUINTERNO
Member

City Clerk

September 9, 2003

Councilman Terrence M. Hassett, Chairman
Committee on Public Works
City Hall
25 Dorrance Street
Providence, RI 02903

SUBJECT: Petition (Amended) for Street Abandonment
Pearl Street (Portion of)
Providence, Rhode Island

Dear Councilman Hassett:

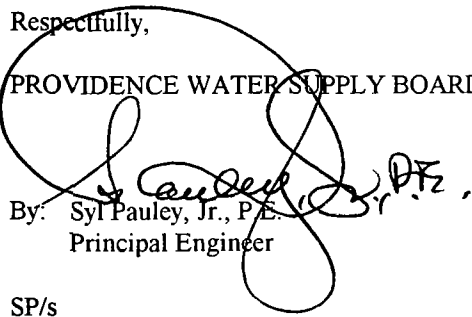
The referenced Petition to the City Council has been reviewed for any impact this action might have on the Providence Water (PW) water distribution system. Our records indicate that an active 6-inch water main is located in the two hundred ninety-one (291) foot portion of Pearl Street where the abandonment is proposed. Attached to the main are fire and domestic services to the building that once house "Harold's Furniture," as well as a fire hydrant near the intersection of Rice Street. Accordingly, this main must remain active.

PW has no objection to the street abandonment provided that the Petitioner grants a full utility easement to PW to maintain, construct, repair, etc. the existing water main and its appurtenances and that no permanent construction, whatsoever, be allowed within the easement. The easement shall cover the entire width of the existing Pearl Street right-of-way. Actual dimensions and wording of the easement shall be subject to review by PW as to form and content.

If you have any questions, please feel free to contact me at (401) 521-6300 EXT 7241.

Respectfully,

PROVIDENCE WATER SUPPLY BOARD

By:  P.E.,
Principal Engineer

SP/s

cc: P. Gadoury, P.E.
M. Clement, City Clerk
File

ABNLTR72.WPD

WWW.PROVWATER.COM

552 ACADEMY AVENUE • PROVIDENCE, RHODE ISLAND • 02908 • (401) 521-6300 • FAX (401) 331-5081 • TDD (401) 751-0203

FILED

SEP 10 10 39 AM '03

DEPT. OF CORRECTIONS
PROVIDENCE, R.I.

MEMORANDUM

TO: ANNA M. STETSON, SECOND DEPUTY CITY CLERK
FROM: ROBERT F. MCMAHON *RFM*
DATE: JANUARY 8, 2004

The Parks Department has no objection to the proposed abandonment of a portion of **Pearl**
Street.



Department of Traffic Engineering
"Building Pride in Providence"

MEMORANDUM

TO: Councilman Terrence M. Hassett
Chairman, Public Works Committee

FROM: Irene J. Testa *Irene J. Testa*

DATE: 11/18/03

RE: PENDING MATTER

REQUEST: Petition to abandon a portion of Pearl Street.

DISPOSITIO: No objection to that portion of Pearl Street from Perkins Street to the northern curb line of Rice Street (see Rice Street abandonment).

Memorandum



To: Thomas E. Deller, Director
From: William G. Floriani, Associate Director Real Estate
CC: Karriem Van Leesten, Director Real Estate
Date: March 3, 2004
Re: Pearl Street Lofts/Abandonment's

Thom, I have reviewed the appraisal submitted by Tom Sweeney for Armory Revival Co. The report alludes to certain easements and restrictions but does not specify what they are and what impact they would have on the development of the parcels. I have not received the maps from Public Works as of this writing.

The assumption of easements is real but the developers plan to use the land as support parking and open space for their commercial development. The parking use alone would be a valuable asset to the development. While I concur that reduction in value from the \$5.00 per ft. fair market value is warranted, I do not however agree with 75% of the value.

It is my opinion that a reduction of 50-60% would be acceptable and should the easements be egregious, 60% would be fair market value or \$2.00 per ft.

Department of Planning and Development
City of Providence



Providence City Plan Commission

DAVID N. CICILLINE
Mayor

September 22, 2003

Honorable M. Terrence Hassett, Chair
Committee on Public Works
City Hall
Providence, RI 02903

Attn: Anna Stetson, Second Deputy City Clerk

Re: CPC REFERRAL NO. 3210: Proposed Abandonment of a Portion of Pearl Street

Dear Councilman Hassett:

The City Plan Commission at its regular meeting on Tuesday, September 16, 2003 reviewed and evaluated the request of the Committee on Public Works that the Commission review and make a recommendation regarding the proposed abandonment of a portion of Pearl Street, as petitioned by Mark Van Noppen of the Armory Revival Company.

The Commission made the following findings of fact as required by the *City Plan Commission Handbook* Policy No. 1: "Criteria and Guidelines for Approval of Street, Highway and Rights-of-way Abandonment":

1. *A public interest has to be clearly demonstrated. A public interest is defined as one or more of the following: public health and safety, adequate provision of transportation, general improvement of traffic patterns and/or circulation, convenient access to properties, avoidance of a nuisance, significant economic development, preservation of a historical or cultural feature, and improvement of the general welfare of the community.*

The public interest is being served in this project that proposes to redevelop a vacant complex of historic buildings that are listed on the city's Industrial and Commercial Buildings District. The northernmost portion of Pearl Street is on the interior of the complex.

2. *No negative impact is evident on existing land uses, future plans, zoning, safety, health or welfare of the community by the proposed abandonment.*

The proposed abandonment would not negatively impact the current or future land uses, zoning or welfare of the surrounding community.

3. *All abutting landowners agree to the proposed abandonment.*

The petitioner is the sole abutter of the northernmost portion of Pearl Street. Armory Revival Company will construct a new driveway for the benefit of neighboring property owners as a means of access from Central Street to the rear of their properties that now back up to the portion of Pearl Street that will remain a public street. The applicant will grant an easement in perpetuity to pass over the private driveway.

4. *No physical or legal access will be denied to any land or property in surrounding areas by the proposed abandonment.*

The applicant has provided a means to preserve access to the surrounding areas.

5. *No existing or future public services or facilities need to be protected, provided, or maintained within the right-of-way. An easement retention may be necessary to provide access to, maintain, or provide existing or future service or utility needs.*

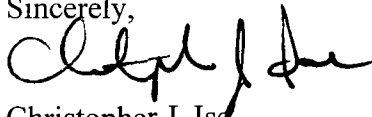
Any approval of the proposed abandonment should be with the condition that any necessary easements be granted to provide access to, to maintain or provide for existing or future service or utility needs.

6. *The proposed or intended use of the street and/or adjacent properties must be shown on a petition or plan, and such use shall be in conformance with existing zoning and Comprehensive Plan Objectives.*

The proposed abandonment and project is in conformance with Zoning and Comprehensive Plan objectives.

The Commission voted to recommend to the Committee on Public Works that it approve the subject abandonment with the condition that any necessary easements be granted.

Sincerely,



Christopher J. Ise
Administrative Officer

cc: Mark Van Noppen, Petitioner

Narragansett Electric

A **National Grid** Company



September 9, 2003

Anna M. Stetson
City Clerk's Office
Providence City Hall
Providence, RI

Re: Petition to Abandon a Portion of Pearl Street

Dear Ms. Stetson:

Please be advised that after review, it has been determined that Narragansett Electric Company (NECO) has overhead and underground equipment in the area of Pearl Street proposed for abandonment.

Therefore, NECO has no objection to the abandonment provided we are granted an easement for said equipment.

Please call me if you have any questions.

Very truly yours,

Mindy C. Montecalvo
Real Estate Consultant
(401) 784-7512
(401) 784-7316 (fax)

Right Of Way



August 27, 2003

85 High Street
Pawtucket, RI 02860

Phone 401 727-9555
Fax 401 725-7680

Anna Stetson
2nd Deputy/City Clerk
25 Dorrance Street
Providence, Rhode Island 02903

Attn: Ms. Anna Stetson

RE: PETITION TO ABANDON A PORTION OF PEARL STREET

Upon investigation by our in house Engineer-Paul Troia it has been determined that Verizon has an underground system in the portion of Pearl Street to be abandoned.

These facilities include a manhole and underground conduits that provides service to businesses in the area.

Verizon will not object to the granting of said petition, provided that in the event the petition is granted, the petitioner will convey an easement to Verizon, which will permit retention of its facilities in existing locations with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities.

If it is decided by the petitioner that telephone facilities are to be relocated, the petitioner will assume all costs of the relocation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary C. Hanley", with a long, sweeping horizontal stroke extending to the right.

Mary C. Hanley
Manager - Right of Way
401-727-9555



THIS SURVEY AND PLAN CONFORM TO A CLASS I STANDARD AS ADOPTED BY THE RHODE ISLAND BOARD OF PROFESSIONAL LAND SURVEYORS. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE.

THIS SURVEY AND PLAN WAS PERFORMED UNDER THE DIRECT SUPERVISION OF COMMONWEALTH LAND SURVEYORS, INC.

REGISTERED LAND SURVEYOR _____ DATE _____



COMMONWEALTH
ENGINEERS & CONSULTANTS, INC.
400 SMITH STREET
PROVIDENCE, RHODE ISLAND 02908

PEARL STREET ABANDONMENT
for
PEARL STREET—FROM CENTRAL
NORTHWEST 291' FEET
in
PROVIDENCE, RHODE ISLAND

| | | |
|---------------|-----------------------|-----------------|
| SCALE: 1"=30' | SHEET NO: 1 of 1 | |
| DRAWN BY: MCR | DESIGN BY: N/A | CHECKED BY: CAM |
| DATE: 7/18/03 | PROJECT NO.: 02131.00 | |

September 17, 2003



Councilman Terrence M. Hassett
Chairman - Committee on Public Works
City of Providence
Providence, RI 02903

Re: Petition from Mark Van Noppen, Armory Revival Company,
Requesting to Abandon a Portion of Pearl Street, Providence, RI

Dear Councilman Hassett:

Upon review of the above referenced request, New England Gas Company has the following comments:

- New England Gas Company presently has a 6" natural gas main and a commercial service within the above referenced portion of Pearl Street.
- Prior to this street being abandoned, we respectfully request that a 20-foot wide easement be provided to us for our continued operation and maintenance of these facilities.
- Attached to this correspondence is our approved blank easement document that should be filled out and returned to us for approval by our Legal Department.
- In addition to the attached document, a detailed plot plan showing the meets and bounds of our proposed easement will be required for filing the final copy for approval.
- Once approved, the package will be returned to you for recording.
- Upon completion, please forward us a final recorded copy for our permanent records.

Once this easement is in place, we will not have any objections to this proposal.

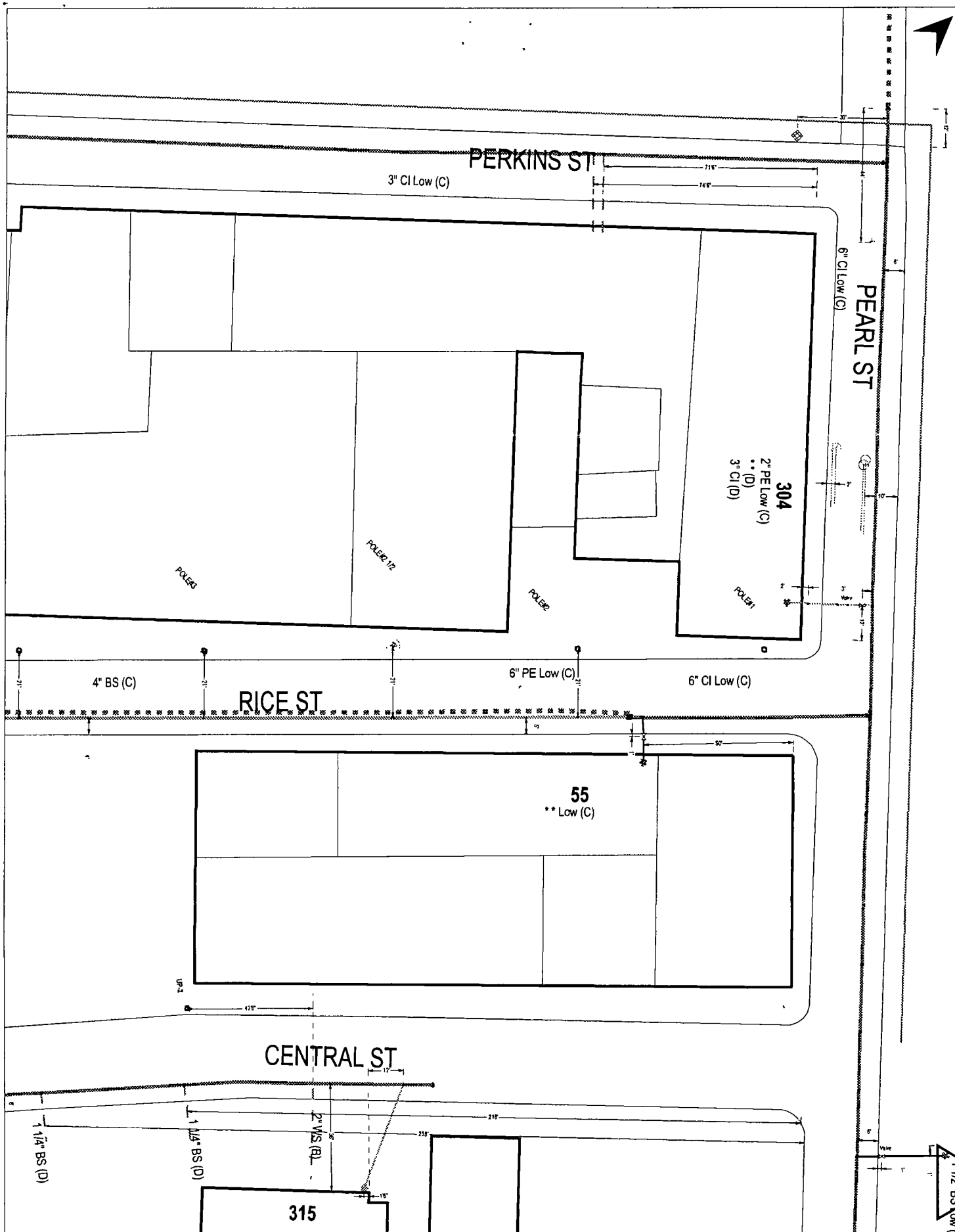
If you have any further questions please feel free to call me at (401) 525-5669.

Sincerely,

Barry J. Foster
Engineering Design Supervisor

PC Ms. Anna M. Stetson, Second Deputy City Clerk, Department of City Clerk

Attachments
BJF/

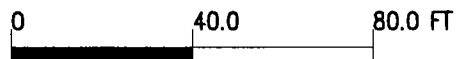


Simple Plot (8.5 X 11)

Planner: BFoster

Date: 09/17/2003

Description:



EASEMENT AGREEMENT

This Agreement (the "Agreement") is made on _____, 20____, between _____ ("Grantor"), and New England Gas Company, a division of Southern Union Company, a Delaware corporation ("Grantee"), whose mailing address is 100 Weybosset Street, Providence, Rhode Island 02903.

1. **Grant of Easement.** For the consideration described in paragraph 2, Grantor grants to Grantee, with Quitclaim Covenants, a perpetual easement and right-of-way (the "Easement") in, under, through, over, upon and across the real property located in _____, Rhode Island and more particularly described on Exhibit A, which is attached to this Agreement and hereby incorporated by reference (the "Easement Area").

2. **Consideration.** The Easement is granted in consideration of the Grantee's payment to Grantor of \$_____, the sufficiency and receipt of which is acknowledged.

3. **Character of Easement.** This Agreement grants an easement in gross.

4. **Purpose of Easement.** The Easement consists of the perpetual right and easement:

(a) to place, install, construct, operate, repair, maintain, rebuild, replace, relocate, and remove a pipeline for the transportation and distribution of natural gas (the "Distribution System") on the Easement Area, which Distribution System includes the necessary piping, conduits, valves, fixtures, appurtenances and other relevant equipment installed therein and attached thereto, in, under, through over across and upon the Easement Area as from time to time may be required;

(b) to make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System; and

(c) to pass over and across the Easement Area as reasonable necessary for all purposes described in this Agreement.

5. **Covenants Running with the Land.** The provisions, terms and obligations contained herein shall constitute covenants running with the land, and each such provision, term or obligation shall run in perpetuity in favor of the Grantor.

6. **Warranty of Title.** Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Easement Area.

7. **Exclusiveness of Easement.** The Easement, rights, and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the Easement Area covered by this grant. In addition, Grantor covenants not to construct any permanent structure within the boundaries of the Easement Area.

8. **Temporary Easement.** In addition to the rights contained herein, Grantee shall have the right to use as much of the surface of the Grantor's property adjacent to the Easement Area as may be reasonably necessary for Grantee to construct and install the contemplated facilities in the Easement Area. On completion of construction and installation, Grantee shall replace and restore all fences, walls, or other structures that may have been relocated or removed during the construction period. In addition, Grantee

shall pay Grantor reasonable compensation both for fences, walls, or structures that may not be replaceable and for all vegetation and crops that are damaged or destroyed during construction.

9. ***Encroachments.*** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the Easement Area, Grantee shall dispose of all cuttings and trimmings either by piling and burning in the Easement Area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Easement Area.

10. ***Grantor's Representations and Warranties Respecting Existing Environmental Conditions.*** Grantor represents and warrants that as of the date on which this Agreement is executed by Grantor, the Easement Area complies in all material respects with any applicable federal or state environmental laws and regulations, and that Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release, or disposal of any hazardous materials at the Easement Area in any material quantity, and that the Grantor has no notice or knowledge of any actual, pending, or threatened environmental claims against the Easement Area.

11. ***Termination.*** The Easement, along with its rights and privileges shall terminate when the purpose of the Easement, as described in Paragraph 4 of this Agreement, ceases to exist or is abandoned by Grantee.

12. ***Failure to Perform.*** Should Grantee fail to perform any covenant, undertaking, or obligations under this Agreement, all rights and privileges granted to Grantee by this Agreement, the Grantor shall have the right to terminate this Agreement. Grantee's right to terminate this Agreement herein, shall be Grantee's sole remedy at law and in equity.

13. ***Entire Agreement.*** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

14. ***Dispute Expenses and Attorneys' Fees.*** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

15. ***Assignability and Binding Effect.*** The Grantee may assign this Agreement without the prior consent of Grantor. This Agreement shall bind and inure to the benefit of the Grantee and its successors and assigns and to the benefit of Grantor and Grantor's heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed for that purpose on the date first written above.

GRANTOR:

Name of Corporation: _____

By: _____

Its: _____

GRANTOR'S ADDRESS:

GRANTEE:

**New England Gas Company, a division of
Southern Union Company**

By: _____

Name: _____

Its: _____

STATE OF RHODE ISLAND
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____
_____ [name and corporate title] of _____
_____ [name of corporation], a _____ [state of incorporation]
corporation, on behalf of the corporation.

Signature _____

Typed Name: _____
Notary Public in and for the State of Rhode Island
My commission expires: _____

GRANTEE'S ADDRESS:

New England Gas Company, a division of Southern Union Company
Attn: David L. Black
Vice President - Legal
100 Weybosset Street
Providence, RI 02903

Exhibit A

[Easement Area Plan]

August 29, 2003



Councilman Terrence M. Hassett
Chairman - Committee on Public Works
City of Providence
Providence, RI 02903

Re: Petition from Mark Van Noppen, Armory Revival Company,
Requesting to Abandon a Portion of Pearl Street, Providence, RI

Dear Councilman Hassett:

Upon review of the above referenced request, New England Gas Company has the following comments:

- New England Gas Company presently has a 6" natural gas main and a commercial service within the above referenced portion of Pearl Street.
- Prior to this street being abandoned, we respectfully request that a 20-foot wide easement be provided to us for our continued operation and maintenance of these facilities.
- Attached to this correspondence is our approved blank easement document that should be filled out and returned to us for approval by our Legal Department.
- In addition to the attached document, a detailed plot plan showing the meets and bounds of our proposed easement will be required for filing the final copy for approval.
- Once approved, the package will be returned to you for recording.
- Upon completion, please forward us a final recorded copy for our permanent records.

Once this easement is in place, we will not have any objections to this proposal.

If you have any further questions please feel free to call me at (401) 525-5669.

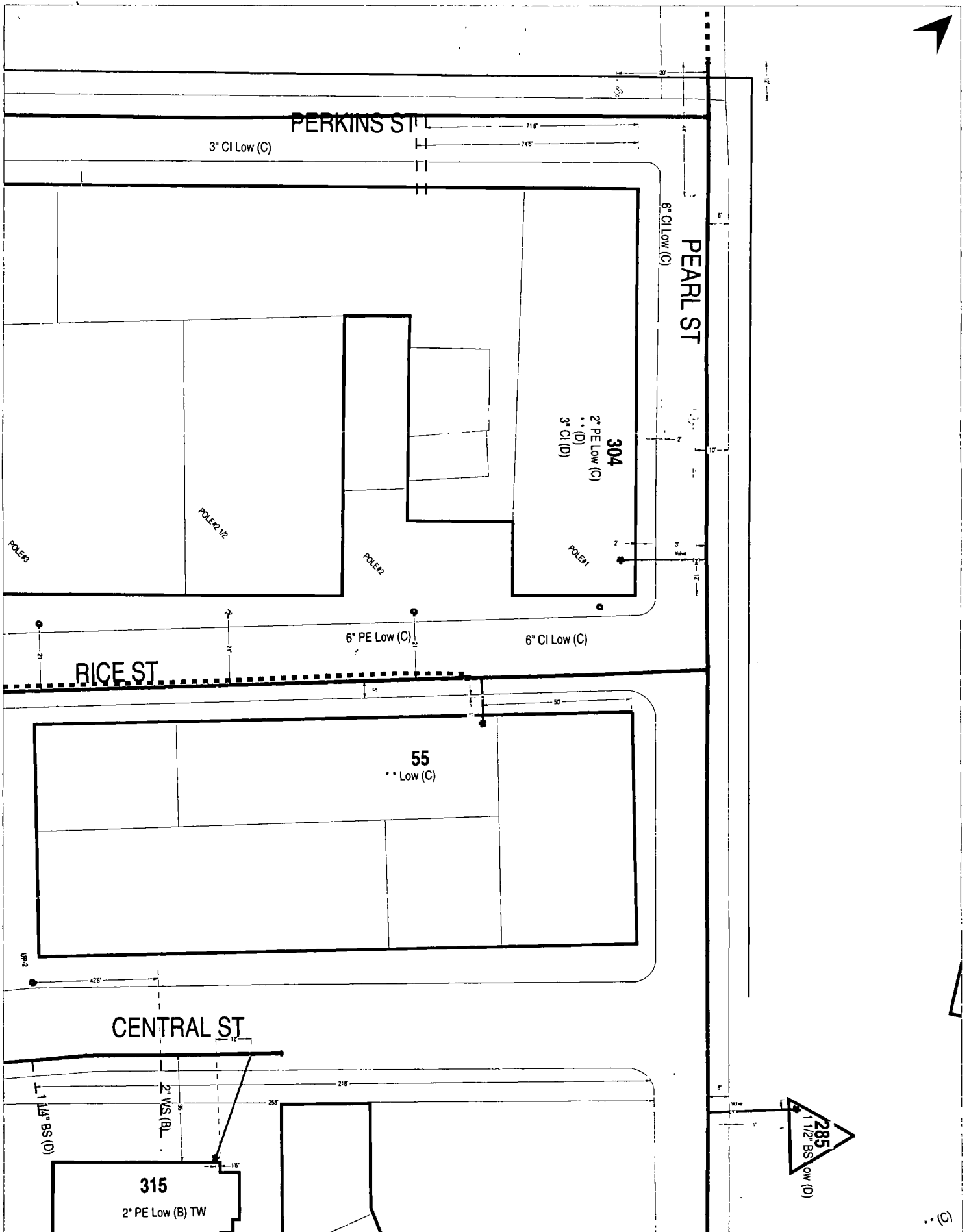
Sincerely,

A handwritten signature in black ink, appearing to read "Barry J. Foster".

Barry J. Foster
Engineering Design Supervisor

PC Ms. Anna M. Stetson, Second Deputy City Clerk, Department of City Clerk

Attachments
BJF/



Simple Plot (8.5 X 11)

Planner: BFoster

Date: 08/29/2003

Description:

0 40.0 80.0 FT

EASEMENT AGREEMENT

This Agreement (the "Agreement") is made on _____, 20____, between _____ ("Grantor"), and New England Gas Company, a division of Southern Union Company, a Delaware corporation ("Grantee"), whose mailing address is 100 Weybosset Street, Providence, Rhode Island 02903.

1. **Grant of Easement.** For the consideration described in paragraph 2, Grantor grants to Grantee, with Quitclaim Covenants, a perpetual easement and right-of-way (the "Easement") in, under, through, over, upon and across the real property located in _____, Rhode Island and more particularly described on Exhibit A, which is attached to this Agreement and hereby incorporated by reference (the "Easement Area").

2. **Consideration.** The Easement is granted in consideration of the Grantee's payment to Grantor of \$_____, the sufficiency and receipt of which is acknowledged.

3. **Character of Easement.** This Agreement grants an easement in gross.

4. **Purpose of Easement.** The Easement consists of the perpetual right and easement:

(a) to place, install, construct, operate, repair, maintain, rebuild, replace, relocate, and remove a pipeline for the transportation and distribution of natural gas (the "Distribution System") on the Easement Area, which Distribution System includes the necessary piping, conduits, valves, fixtures, appurtenances and other relevant equipment installed therein and attached thereto, in, under, through over across and upon the Easement Area as from time to time may be required;

(b) to make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System; and

(c) to pass over and across the Easement Area as reasonable necessary for all purposes described in this Agreement.

5. **Covenants Running with the Land.** The provisions, terms and obligations contained herein shall constitute covenants running with the land, and each such provision, term or obligation shall run in perpetuity in favor of the Grantor.

6. **Warranty of Title.** Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Easement Area.

7. **Exclusiveness of Easement.** The Easement, rights, and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the Easement Area covered by this grant. In addition, Grantor covenants not to construct any permanent structure within the boundaries of the Easement Area.

8. **Temporary Easement.** In addition to the rights contained herein, Grantee shall have the right to use as much of the surface of the Grantor's property adjacent to the Easement Area as may be reasonably necessary for Grantee to construct and install the contemplated facilities in the Easement Area. On completion of construction and installation, Grantee shall replace and restore all fences, walls, or other structures that may have been relocated or removed during the construction period. In addition, Grantee

shall pay Grantor reasonable compensation both for fences, walls, or structures that may not be replaceable and for all vegetation and crops that are damaged or destroyed during construction.

9. ***Encroachments.*** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the Easement Area, Grantee shall dispose of all cuttings and trimmings either by piling and burning in the Easement Area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Easement Area.

10. ***Grantor's Representations and Warranties Respecting Existing Environmental Conditions.*** Grantor represents and warrants that as of the date on which this Agreement is executed by Grantor, the Easement Area complies in all material respects with any applicable federal or state environmental laws and regulations, and that Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release, or disposal of any hazardous materials at the Easement Area in any material quantity, and that the Grantor has no notice or knowledge of any actual, pending, or threatened environmental claims against the Easement Area.

11. ***Termination.*** The Easement, along with its rights and privileges shall terminate when the purpose of the Easement, as described in Paragraph 4 of this Agreement, ceases to exist or is abandoned by Grantee.

12. ***Failure to Perform.*** Should Grantee fail to perform any covenant, undertaking, or obligations under this Agreement, all rights and privileges granted to Grantee by this Agreement, the Grantor shall have the right to terminate this Agreement. Grantee's right to terminate this Agreement herein, shall be Grantee's sole remedy at law and in equity.

13. ***Entire Agreement.*** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

14. ***Dispute Expenses and Attorneys' Fees.*** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

15. ***Assignability and Binding Effect.*** The Grantee may assign this Agreement without the prior consent of Grantor. This Agreement shall bind and inure to the benefit of the Grantee and its successors and assigns and to the benefit of Grantor and Grantor's heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed for that purpose on the date first written above.

GRANTOR:

Name of Corporation: _____

By: _____

Its: _____

GRANTOR'S ADDRESS:

GRANTEE:

**New England Gas Company, a division of
Southern Union Company**

By: _____

Name: _____

Its: _____

**STATE OF RHODE ISLAND
COUNTY OF _____**

This instrument was acknowledged before me on _____, 20____ by _____
_____ [name and corporate title] of _____
_____ [name of corporation], a _____ [state of incorporation]
corporation, on behalf of the corporation.

Signature _____

Typed Name: _____

Notary Public in and for the State of Rhode Island

My commission expires: _____

GRANTEE'S ADDRESS:

New England Gas Company, a division of Southern Union Company
Attn: David L. Black
Vice President - Legal
100 Weybosset Street
Providence, RI 02903

Exhibit A

[Easement Area Plan]

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: April 30, 2004

TO: Mr. Joseph Chiodo, City Controller

SUBJECT: CHECK DEPOSITED FOR THE ABANDONMENT OF PLEASURE STREET

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

DISPOSITION: Accompanying is check number 218 with Citizens Bank in the amount of \$23,196.00 from Jan Brody, Development Director for The Armory Revival Company, for payment for the abandonment of Pearl Street to be deposited into the Sale of Real Estate Account (856-4-00000-2500).

cc: Thomas Deller, Director of Planning and Development
Joseph Fernandez, City Solicitor
Barbara Troncy, Acting Recorder of Deeds
Bill Bombard, Acting Traffic Engineer
Makram Megalli, Director of Public Works

A handwritten signature in cursive script, appearing to read "Anna M. Stetson".
Second Deputy City Clerk

PEARL STREET, LLC
1570 WESTMINSTER STREET
PROVIDENCE RI 02909

218

DATE 4/19/04

PAY
TO THE
ORDER OF

City of Providence

\$ 5196.00

57-12/15
38

Twenty three thousand one hundred and ninety six and 00/100

 CITIZENS BANK
Rhode Island

FOR

Pearl



⑆000218⑆ ⑆014500120⑆ 450 782 7⑆

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

PETITION TO ABANDON A PORTION OF PEARL STREET

| <u>PLAT</u> | <u>LOT</u> | <u>NAME AND ADDRESS</u> |
|-------------|------------|---|
| 30 | 22 | The Armory Revival Company 1570 Westminster Street Providence, RI 02909 |
| 30 | 143 | The Armory Revival Company 1570 Westminster Street Providence, RI 02909 |
| 29 | 490 | The Armory Revival Company 1570 Westminster Street Providence, RI 02909 |

PETITIONER

Mark Van Noppen
The Armory Revival Company
1570 Westminster Street
Providence, RI 02909

Michael R. Clement
City Clerk

Council President John J. Lombardi
Ward 13

ABANDONMENTS:

RICE ST.

A.P. 30 LOT 22 ARMORY REVIVAL CO.
1570 WESTMINSTER PROV. 02909

LOT 143

"

"

PERKINS ST.

A.P. 30 LOT 22 ARMORY REVIVAL CO.
1570 WESTMINSTER PROV. 02909

LOT 645 CITY OF PROV. 25 DORRANCE

PEARL ST.

A.P. 30 LOT 22 ARMORY REVIVAL CO.
1570 WESTMINSTER ST. PROV. 02909

LOT 143

"

"

A.P. 29 LOT 490

"

"

Rice Street

"

"

easternmost western extension

A.P. 30 LOT 22

LOT 143

A.P. 29 LOT 490



Department of Law

June 28, 2004

Mark Van Noppen
Armory Revival Company
1570 Westminster Street
Providence, RI 02909

Re: Petition to Abandon Pearl Street

Dear Mr. Van Noppen:

When the Providence City Council approved Armory Revival's petition to abandon Pearl Street, several easements and other requirements which should have been mentioned in the text of the Resolution did not get incorporated. There are basically two ways to address an issue like this. The first is to start from scratch once more, and I think we can all agree that we would prefer another alternative. The second is to rely upon a provision already included within the Resolution: "(3) Such other conditions as the Mayor or the Law Department shall see fit to impose." Thus, I write to make you aware that the Law Department will impose the following conditions:

- a. The Providence Fire Department requires that travel lanes (depicted in a map attached to their comments) be designated and posted as fire lanes.
- b. A full utility easement shall be granted to Providence Water to maintain, construct, and repair an existing 6" water main and its appurtenances. No permanent construction can be permitted within the easement, which shall cover the entire width of the existing Pearl Street right-of-way.
- c. Narragansett Electric maintains both overhead and underground equipment in the area, and requires an easement for this equipment.
- d. Verizon has an underground system, including a manhole and underground conduits, at the corner of Perkins Street and Pearl Street. Verizon requires an easement permitting it to retain its facilities in the existing locations with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to the facilities.

Mr. Mark Van Noppen

June 28, 2004

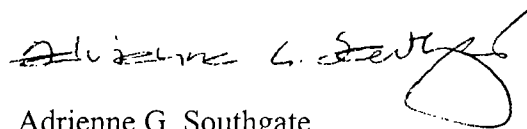
Page 2

- e. New England Gas Company has a 6" natural gas main at Pearl Street, and requests a twenty-foot wide easement be provided for the facilities' continued operation and maintenance.

Also, I'd like this letter to reflect my understanding and yours that Armory Revival will now be taking title to the entirety of the portion of Pearl Street which is being abandoned. The Company's tax obligations will reflect this ownership interest.

Any questions regarding this matter can be directed to me. Thank you.

Very truly yours,



Adrienne G. Southgate
Deputy City Solicitor

Copies to: The Hon. Terrence Hassett, Chairman, Public Works Committee
Anna Stetson, Deputy City Clerk

RESOLUTION OF THE CITY COUNCIL

No. 187

Approved May 17, 2004

RESOLVED, DECREED AND ORDERED:

That the following named street shown as cross-hatched area on the accompanying plan entitled: "Providence, RI Department of Public Works - Engineering Office, Street Line Section Plan No. 0647478 dated September 9, 2003.

VIZ:

PEARL STREET, running from Perkins Street to Central Street, shown as the cross-hatched area on accompanying plan and designated by the letters (A-B-C-D) having ceased to be useful to the public, is proposed to be abandoned as a Public Highway. Said Abandonment is specifically conditioned upon the following:

(1) Petitioner shall pay the sum of Twenty-three Thousand and One Hundred Ninety-six Dollars (\$23,196.00) in legal U.S. tender to the City of Providence.

(2) Petitioner shall comply with all conditions contained herein, including recording this Resolution, not later than sixty (60) days from its approval. Upon failure to so comply for any reason, the within resolution shall automatically become a nullity.

(3) Such other conditions as the Mayor or the Law Department shall see fit to impose.

And it is further

ORDERED, That the Traffic Engineer be and is hereby directed to cause a sign to be placed on the above-named highway abandoned as aforesaid, having thereon the words, "Not a Public Highway," and it is further

ORDERED, That after the entry of this order or decree the City Clerk shall cause a notice thereof to be published in a newspaper published in the County of Providence at least once a week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting the above-named highway which has been abandoned, who is known to reside within the City.

CITY COUNCIL
MAY 6 2004
READ AND PASSED

PRES.

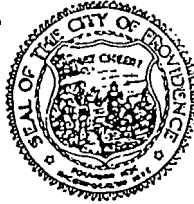
CLERK

APPROVED

5/17/04

BK6576PG0072

MAKRAM H. MEGALLI, P.E.
Director



DAVID N. CICILLINE
Mayor

Department of Public Works
"Building Pride in Providence"

Hon. Terrence M. Hassett
Chairman of Public Works Committee
Providence-City Council
Providence, R.I. 02903

RE: Proposed Abandonment's
Pearl, Perkins & Rice Streets

Dear Councilman Hassett:

The Department of public works objects to the abandonment's of Rice, Pearl and Perkins Street as presented. These abandonment's will have a negative impact on the traffic circulation.

However, The Department of Public Works will reconsider said abandonment's, if the developer presents plans to create a new 40' Public Right of Way from Rice to Public. Central Streets.

Very Truly Yours,

Makram Megalli
Makram H. Megalli, P.E.
Director

LC/vc

Cc: A. Southgate, Esq.-Law Dept.
T. Deller, Dir/Planning
M. Clement-City Clerk
G. Florio
JLC
SZ
Irene Testa - Traffic Eng.

PROVIDENCE, RI
RECORDING DIVISION
2004 JUN -2 AM 9:37
RECEIVED
RECORD OF DEEDS
Barbara R.
Recorder of Deeds

6576/70-72

PROVIDENCE, RI
RECEIVED FOR RECORD

2004 JUN -2 AM 9:37

BARBARA A. TRONCY
RECORDER OF DEEDS

46845

JC

