

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 144

Approved March 27, 1992

WHEREAS, A perpetual conservation easement was granted to the Trust for Public Lands on property owned by William E. Jr., and Alice E. Spencer, described as Assessor's Plat 18, Lot 162, Town of Glocester, and Assessor's Plat 20, Lots 20, 35, and 36 Town of Scituate, Rhode Island (see attached cross-hatched map), and

WHEREAS, The perpetual conservation easement is part of the Scituate Watershed Land Acquisition Program for the protection of the water supply, and

WHEREAS, The easement will be transferred to the Providence Water Supply Board from the Trust for Public Lands for the consideration of One Hundred Thirty-Five Thousand Dollars (\$135,000.00),

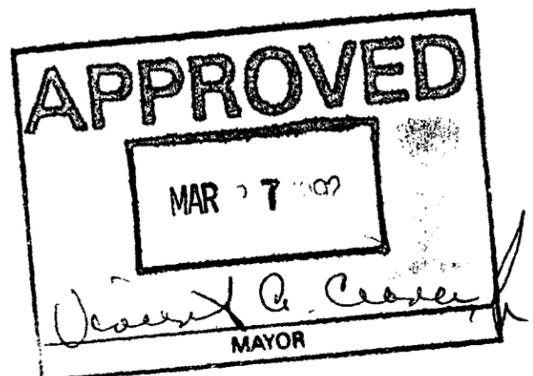
NOW, THEREFORE, BE IT RESOLVED, That the City Council does hereby authorize His Honor, the Mayor, to purchase and accept a perpetual conservation easement on behalf of the City of Providence from the Trust for Public Lands. Said easement shall include such terms, restrictions and conditions as have been imposed by the Water Supply Board, the City Council and His Honor the Mayor. The form of said easement shall be satisfactory to the City Solicitor.

IN CITY COUNCIL

READ AND PASSED

*James A. Binelli*  
PRES.

*Stephen L. Clement*  
CLERK

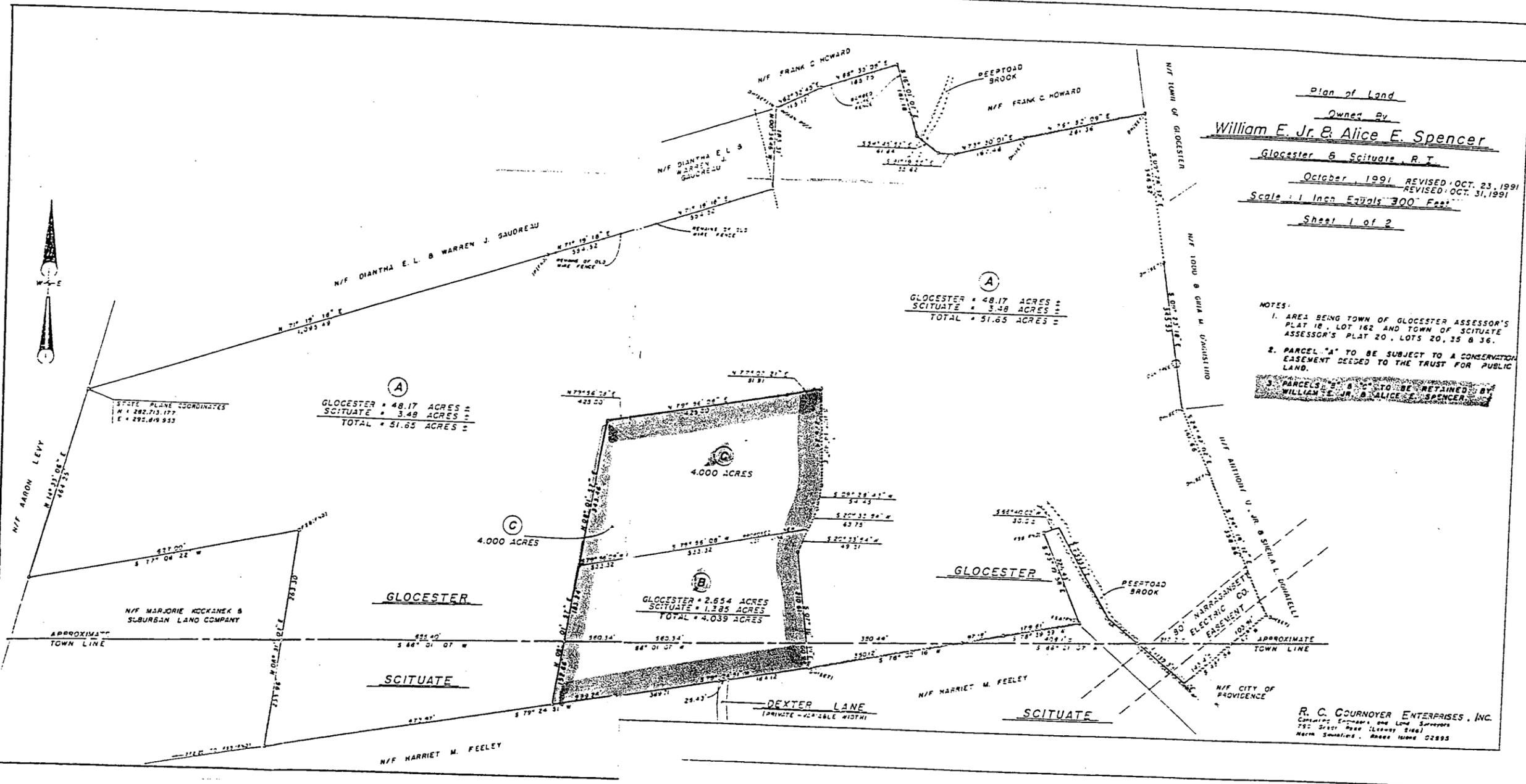




Plan of Land  
 Owned By  
**William E. Jr. & Alice E. Spencer**  
 Gloucester & Scituate, R.I.

October, 1991, REVISED OCT. 23, 1991  
 REVISED OCT. 31, 1991  
 Scale: 1 Inch Equals 300 Feet  
 Sheet 1 of 2

NOTES:  
 1. AREA BEING TOWN OF GLOUCESTER ASSESSOR'S PLAT 18, LOT 162 AND TOWN OF SCITUATE ASSESSOR'S PLAT 20, LOTS 20, 25 & 36.  
 2. PARCEL "A" TO BE SUBJECT TO A CONSERVATION EASEMENT DEEDED TO THE TRUST FOR PUBLIC LAND.  
 3. PARCELS "B" & "C" TO BE RETAINED BY WILLIAM E. JR. & ALICE E. SPENCER.



STATE PLANE COORDINATES  
 N = 282,713.177  
 E = 292,649.933

(A)  
 GLOUCESTER = 48.17 ACRES =  
 SCITUATE = 3.48 ACRES =  
 TOTAL = 51.65 ACRES =

(C)  
 4.000 ACRES

(B)  
 GLOUCESTER = 2.854 ACRES  
 SCITUATE = 1.185 ACRES  
 TOTAL = 4.039 ACRES

R. C. GOURNOYER ENTERPRISES, INC.  
 Consulting Engineers and Land Surveyors  
 780 South Main (Leeway Bldg)  
 North Smithfield, Rhode Island 02893

\*2343B\*

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1992 by and between WILLIAM and ALICE SPENCER, of Scituate, Rhode Island, (hereinafter referred to as "Grantors") and THE TRUST FOR PUBLIC LAND, a non-profit California public benefit corporation, (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of certain real property, in Glocester and Scituate, Rhode Island, shown as Lot 162, Plat 18 of Town of Glocester Tax Assessor's Map and Lots 20, 35 and 36, Plat 20 of Town of Scituate Tax Assessor's Map, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises") and;

WHEREAS, the Premises possesses open, natural, scenic, agricultural, watershed, ecological, or educational value and

WHEREAS, Grantors and Grantee recognize the value and special character of the Premises and acknowledge a common purpose to conserve the values of the Premises, and to

conserve and protect the water quality protection, soil conservation and flood prevention aspects of the Premises, and to prevent its use or development for any purpose or in any manner that would conflict with the maintenance of the Premises, in its current, natural, open, scenic and watershed condition, and;

WHEREAS, Grantors as owners of the Premises intend to convey to Grantee the right to preserve and protect the conservation values of the Premises in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration paid by Grantee to Grantors, the receipt and sufficiency of which is hereby acknowledged and pursuant to the laws of the State of Rhode Island, and in particular Title 34, Chapter 39, Title 45, Chapter 36, Title 46, Chapters 15, 15.1 and 15.3 of the General Laws of Rhode Island, as amended, Grantors hereby voluntarily grant and convey unto Grantee a Conservation Easement in perpetuity over the Premises, of the nature and character, and to the extent hereinafter set forth, excluding from said Conservation Easement approximately eight (8) contiguous acres in the southern portion of the Premises at the northern terminus

of Dexter Lane, which include the single family residence currently existing on the Premises and deemed suitable by Grantors for construction of one additional single family residence.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Premises will be retained forever in its open, natural, scenic, agricultural, watershed, ecological, or educational condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation and water quality protection values of the Premises. Grantors intend that this Conservation Easement will confine the use of the Premises to: 1. Two single family residences; 2. Protecting and maintaining the watershed features of the Premises, including water quality protection, soil conservation and flood prevention; 3. Protecting and maintaining the rural scenic vista of the Premises from abutting roads and land; 4. Utilizing the open farm fields in agriculture to the extent determined by Grantors; and such other uses as are consistent with the purpose of this Conservation Easement.

2. Rights of Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

- a. To preserve and protect the conservation values of the Premises;
- b. To enter upon the Premises at all reasonable times and, if necessary, across other lands owned by Grantors adjacent to the Premises in order to: (i) monitor and inspect Grantors' or their successors or assigns compliance with the covenants and purposes of this Conservation Easement, (ii) enforce the terms of this Conservation Easement, (iii) take any and all actions as may be necessary or appropriate, with or without order of court, to remedy or abate violation hereof; and (iv) after prior notice to Grantors, their successors or assigns, to observe and study nature, make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Premises by Grantors.
- c. To prevent any activity or use of the Premises that is inconsistent with the purpose of this Conservation Easement.
- d. To require restoration of such areas or features of the Premises that may be damaged by any inconsistent activity or use, pursuant to section 5 hereof.

3. Prohibited Uses. Any activity on or use of the Premises inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, other than as provided in section 4 hereof:

- a. The subdivision or development of the Premises or the disturbance or change in the natural habitat in any manner.

- b. The placement or construction of any buildings, structures, or other improvements of any kind including without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, tennis courts, swimming pools, asphalt driveways, roads, parking lots, utility poles, towers, conduits, or lines or other structures, other than those structures currently on the Premises. No commercial or industrial activity of any kind shall be permitted on the Premises except in connection with agricultural activities.
- c. Any ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any building of roads or change in the topography of the land in any manner except in connection with agricultural activities and to repair and maintain the existing roadway on the Premises.
- d. Any removal, destruction or cutting of trees or plants (except as is necessary to maintain, or repair damage to, the Premises), use of fertilizers or spraying with biocides except in connection with agricultural activities, or introduction of non-native animals.
- e. The dumping or storing of ashes, trash, garbage, wastes, refuse, debris, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall any activities be conducted directly on the Premises, or on adjacent property which could cause erosion or siltation on the Premises.
- f. The manipulation or alteration of natural ponds, water courses, streams and brooks, lake shores, marshes or other water bodies, or activities which would be detrimental to water purity, or which could alter natural water level and/or flow.
- g. The operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles, except such motorized vehicles as are necessary for normal

residential use and for the maintenance of the Premises and with the exception of farm and land maintenance vehicles and machinery and to protect the Premises during an emergency.

4. Reserved Rights. Grantors reserve for themselves, their heirs, successors and assigns, the following reserved rights provided, however, that the exercise of such rights will not interfere with or have an adverse impact on, the essential natural, open, scenic agricultural and watershed quality of the Premises:
- a. To use the Premises for all purposes not inconsistent with this Conservation Easement.
  - b. To sell, give or otherwise convey the Premises or any portion of the Premises, provided such conveyance is subject to the terms of this Conservation Easement.
  - c. To construct one (1) additional single family residence adjacent to the existing farm house, to be served by the existing roadway and conforming to the zoning and planning requirements and restrictions of the Town of Gloucester.
  - d. To plant additional trees and vegetation.
  - e. To engage in farming and agricultural activities on those areas of the premises previously cultivated, including the construction of related fencing.
  - f. To cut firewood for their personal and family use at a non-cumulative annual rate of not more than ten (10) cords per year, such wood to be selected so as to preserve to the greatest degree possible the natural, scenic values and wildlife habitat of the Premises.
  - g. To repair and rebuild, as required, existing structures on the Premises, including stream bridges and farm buildings.

- h. To maintain and repair the existing roadway on the Premises, including the addition of road surface gravel.
- i. To maintain up to six (6) head of live stock, including the construction of related sheds, pens, corrals or fencing and conforming to applicable zoning provisions.

5. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Premises to the condition that

existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Premises. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Premises, Grantee may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantors agree that if Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies

described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Premises resulting from any causes beyond Grantors' control, including, without limitation, fire, flood, storm, or earth movement.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantors, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Conservation Easement, shall be borne by Grantors.

5.2 Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Grantee, and any forbearance or delay by Grantee to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement by Grantors, shall not be deemed or construed to be a waiver by Grantee of such

terms or of any subsequent breach of the same of any other term of this Conservation Easement or any of Grantee's rights under this Conservation Easement.

5.3 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

6.0 Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the maintenance of adequate comprehensive general liability insurance coverage. Grantors shall keep the Premises free of any liens arising out of any work performed for, materials, furnished to, or obligations incurred by Grantors.

6.1 Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its directors,

officers, employees, agents, contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Premises, regardless of cause.

7. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization authorized to acquire and hold conservation easements under R.I. General Laws 34-39-1 et seq. (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
  
8. Subsequent Transfers. Grantors agree to incorporate the terms of this Conservation Easement in any deed or

other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor must obtain the written approval of Grantee of any such transfer, which approval will not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Grantors shall not convey any portion or all of the Premises outside of their immediate family without first giving Grantee a ninety (90) day option within which to purchase or otherwise acquire the Premises on the same terms and conditions on which the Grantors are willing to make a sale or disposition to any other party. Upon receipt from any other party of an offer for Grantors to sell or otherwise grant an interest in the Premises, Grantors shall promptly notify Grantee in writing by certified mail of said terms and conditions and submit in writing any bona fide offer acceptable to Grantors which Grantors may have received. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

9. Extinguishment.

- a. Grantee's Receipt of Property Right: The Grantor(s) and the Grantee agree that the grant

of this Conservation Easement gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Easement determined at the time of the grant bears to the value of the unrestricted Premises at that time.

- b. Value of Grantee's Property Right: Such proportionate value of the Grantee's property right shall remain constant.
- c. Right of Grantee to Recover Proportional Value at Disposition: If any occurrence ever gives rise to extinguishment or other release of the Conservation Easement under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.
- d. Grantor/Grantee Cooperation Regarding Public Action: Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor(s) and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.
- e. Allocation of Expenses upon Disposition: All related expenses incurred by the Grantor(s) and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor(s) and Grantee in shares equal to such proportionate value.
- f. Continuing Trust of Grantee's Share of Proceeds of Conservation Easement Disposition: The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

10. Arbitration and Disputes.

- a. Any dispute arising under this Conservation Easement shall be submitted to arbitration.

- b. The Grantors and the Grantee shall choose an arbitrator and the arbitrators shall choose a third arbitrator.
- c. A decision with respect to any such dispute by two of the three arbitrators shall be binding upon the parties and shall be enforceable as part of the Conservation Easement.

11. General Provisions.

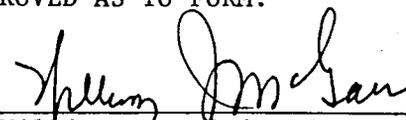
- a. Successors: The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Premises.
- b. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

WITNESS:

	WILLIAM SPENCER
	ALICE SPENCER
	THE TRUST FOR PUBLIC LAND
	By: _____

APPROVED AS TO FORM:

By:   
 William J. McGair, Esq.  
 Legal Counsel to PWSB

STATE OF RHODE ISLAND  
COUNTY OF

In \_\_\_\_\_, in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared WILLIAM and ALICE SPENCER, to me known and known by me to be the parties executing the foregoing instrument and they acknowledged said instrument by them executed to be their free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF  
COUNTY OF

In \_\_\_\_\_, in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared \_\_\_\_\_ of THE TRUST FOR PUBLIC LAND, to me known and known by me to be the party executing the foregoing instrument for and on behalf of THE TRUST FOR PUBLIC LAND, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of THE TRUST FOR PUBLIC LAND.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Return original Conservation Easement to:  
The Trust For Public Land  
67 Batterymarch Street - 4th Floor  
Boston, Massachusetts 02110

EXHIBIT A

Description of Land Owned  
by William E. Jr. and  
Alice E. Spencer

A certain lot or parcel of land situated in the Town of Glocester and the Town of Scituate, County of Providence, State of Rhode Island, and situated at the most northerly end of Dexter Land, a private road, more particularly bounded and described as follows:-

Beginning at a drillhole in the Town of Glocester at the intersection of walls being the most southeasterly corner of land owned by Frank C. Howard and being the most northeasterly corner of the above-described premises;-

- thence: S 09° - 28' - 32" E, along a stone wall bounding on Town of Glocester land and land of Todd and Gina M. D'Agustino, three hundred forty six and fifty two one hundredths (346.52) feet to a drillhole set at the end of a stone wall;-
- thence: S 09° - 23' - 18" E, along said D'Agustino land, three hundred forty five and fifty three one hundredths (345.53) feet to a drillhole set at the beginning of a stone wall at land of Anthony U. Jr. and Sheila L. Donatelli;-
- thence: S 24° - 42' - 02" E, along a stone wall bounding on said Donatelli land, one hundred sixty one and sixty six one hundredths (161.66) feet to a drillhole;-
- thence: S 24° - 18' - 12" E, three hundred fifty eight and eighty six one hundredths (358.86) feet to a drillhole set at corner of walls;-
- thence: S 48° - 56' - 57" W, crossing the Glocester-Scituate town line, two hundred forty seven and thirty one one hundredths (247.31) feet + to the center line of Peepoad Brook, the last three lines bounding on said Donatelli land and land of the City of Providence;-

- thence: Northwesterly along the center line of said Peepoad Brook and crossing said Scituate-Glocester town line bounding on said City of Providence land, four hundred seventy two and four one tenths (472.4) feet ±;-
- thence: S 66° - 40' - 02" W, to a fieldstone bound situated thirty and zero one hundredths (30.00) feet ± from the center line of said Peepoad Brook;-
- thence: S 23° - 19' - 58" E, along a stone wall, two hundred twenty six and forty three one hundredths (226.43) feet to a field stone bound;-
- thence: S 78° - 39' - 59" W, along a stone wall, one hundred seventy nine and sixty one one hundredths (179.61) feet to a field stone bound at land of Harriet Feeley, the last four lines bounding on said City of Providence land;-
- thence: S 78° - 02' - 16" W, along a stone wall bounding on said Feeley land and crossing the Scituate-Glocester town line, four hundred forty seven and thirty one hundredths (447.30) feet to a drillhole;-
- thence: S 79° - 24' - 51" W, crossing Dexter Lane, a private road, one thousand two hundred seventy three and twenty three one hundredths (1,273.23) feet to a corner at land of Marjorie Kockanek and Suburban Land Company, the last two lines bounding on said Feeley land;-
- thence: N 06° - 31' - 01" E, crossing the Glocester-Scituate town line along said Kockanek and Suburban Land Company land, five hundred seventeen and twenty six one hundredths (517.26) feet to a fieldstone bound found;-
- thence: S 77° - 08' - 22" W, six hundred twenty seven and zero one hundredths (627.00) feet to land of Aaron Levy, the last two lines bounding on said Kockanek and Suburban Land Company land;-
- thence: N 14° - 33' - 06" E, along said Levy land, four hundred sixty four and twenty five one hundredths (464.25) feet to land of Diantha E. L. and Warren J. Gaudreau;-
- thence: N 71° - 19' - 18" E, along said Gaudreau land, one thousand ninety five and forty nine one hundredths (1,095.49) feet to an iron pipe found at the beginning of an old wire fence;-
- thence: Continuing N 71° - 19' - 18" E, along the remains of an old wire fence, five hundred fifty four and fifty two one hundredths (554.52) feet to a point in a stone wall;-
- thence: N 00° - 34' - 46" W, one hundred eighty three and thirty one one hundredths (183.31) feet to a drillhole set in "Indian Rock" at land of Frank C. Howard, the last three lines bounding on said Gaudreau land;-

- thence: N 62° - 32' - 45" E, along a wire fence bounding on said Howard land, one hundred fifteen and seventeen one hundredths (115.17) feet;-
- thence: N 68° - 35' - 09" E, along a wire fence, one hundred eighty five and seventy five one hundredths (185.75) feet;-
- thence: S 16° - 01' - 07" E, along a wire fence, one hundred eighty one and eighteen one hundredths (181.18) feet;-
- thence: S 54° - 45' - 53" E, crossing Peeptoad Brook along a wire fence, sixty one and eighty four one hundredths (61.84) feet;-
- thence: S 81° - 19' - 55" E, along a wire fence, thirty three and sixty two one hundredths (33.62) feet;-
- thence: N 73° - 30' - 01" E, along a wire fence, one hundred sixty seven and forty eight one hundredths (167.48) feet to the beginning of a stone wall;-
- thence: N 76° - 52' - 09" E, along a stone wall, two hundred eighty one and thirty six one hundredths (281.36) feet to the point of beginning, the last seven lines bounding on said Howard land;-

Containing 59.69 acres.

Subject to an eighty (80) foot easement situated on the southeasterly corner to Narragansett Electric Co.

Being the same parcel conveyed to said Grantors from Frankie E. Spencer on March 20, 1937 and recorded in the Gloucester Registry of Deeds in Book 47, Page 251, and Scituate Registry of Deeds in Book 55, Page 359.

Assignment of Grant of Conservation Easement

WHEREAS, the Trust for Public Land, a nonprofit California public benefit corporation holds a Grant of Conservation Easement (the Spencer Farm Easement) over certain property in Providence County, Rhode Island.

WHEREAS, The Providence Water Supply Board, a municipal agency of the Providence City Government, is organized for the protection and conservation of the reservoirs and watersheds of the City of Providence, is a "qualified organization" within the meaning of Section 170 (h)(3) of the Internal Revenue Code of 1986, as amended, and an organization eligible under Rhode Island law to hold conservation easements.

WHEREAS, the Providence Water Supply Board wishes to hold and enforce the terms of the Spencer Farm Easement in furtherance of its watershed protection purposes; and

WHEREAS, said Spencer Farm Easement authorizes the Trust for Public Land, as Grantee, to assign its rights and obligations thereunder to an organization authorized to acquire and hold conservation easements, and which accepts the purposes and obligations of the easement; and

WHEREAS, it is consistent with the conservation purposes of the Trust for Public Land to transfer the Spencer Farm Easement to the Providence Water Supply Board, the Trust for Public Land hereby assigns and conveys to the Providence Water Supply Board all of its rights, title, and interest in that certain Grant of Conservation Easement which was executed on , 1991, and recorded on , 1991, in Book , Pages through , of the Official Records of Providence County, Rhode Island.

Executed in Providence, Rhode Island this      day of , 1991.

Trust for Public Land

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS FOR FORM:

By: William J. McGair  
William J. McGair, Esq.  
Legal Counsel to PWSB

Acceptance

The Providence Water Supply Board hereby accepts the above Assignment of Grant of Conservation Easement and agrees to carry out the purposes thereof and diligently exercise all of the responsibilities of the Grantee thereunder.

Executed in Providence, Rhode Island this        day of        , 1991.

Providence Water Supply Board

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: William J. McGair  
William J. McGair, Esq.  
Legal Counsel to PWSB

EDWARD F. BURKE, ESQ.  
CHAIRMAN

ARMANDO PARILLO  
VICE CHAIRMAN

JAMES LOMBARDI  
SECRETARY

WILLIAM J. MCGAIR, ESQ.  
LEGAL ADVISOR

JEROME I. BARON  
EX-OFFICIO



VINCENT A. CIANCI, JR.  
MAYOR

RICHARD O. RAFANOVIC, P.E.  
CHIEF ENGR/GENERAL MGR.

PETER S. MANCINI  
CITY COUNCILMAN

EVELYN V. FARGNOLI  
CITY COUNCILWOMAN

MARY A. NOCERA  
MEMBER

DANIEL J. SCHATZ, ESQ.  
MEMBER

## Water Supply Board

*"Building Pride In Providence"*

### M E M O R A N D U M

**TO:** Michael Clement, City Clerk

**FROM:** James Lombardi, Director of Administrative Services *Jal*

**DATE:** February 7, 1992

**RE:** Easement Resolutions

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Attached please find certification notices from the Secretary of the Providence Water Supply Board (PWSB) with respect to approval obtained at the February 6, 1992 PWSB meeting.

Please place the Conservation Easement granted to the Trust for Public Lands and the easement for the Providence Gas Company on the next regularly scheduled City Council meeting.

JAL/mtd  
Attachments

cc: Richard Rafanovic  
Paul Gadoury  
Chris Modisette  
PWSB Board File

CERTIFICATE OF SECRETARY

I, James A. Lombardi, a resident of Providence, Rhode Island, do on oath depose and say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.

2. That at the regular monthly meeting of the PWSB held on Tuesday, December 18, 1991, the following was voted:

RESOLVED: That an easement was granted to the Providence Gas Company across PWSB property located in the City of Cranston identified as Plat 18, Lot 1355.

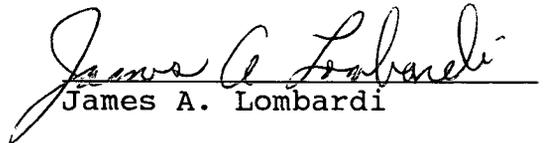
That the easement wall cross the 102 inch aqueduct owned and operated by the PWSB.

That in consideration for said easement Providence Gas Company agrees to compensate the City of Providence Water Supply Board the sum of \$4,725.00 for the permanent easement.

3. It was further:

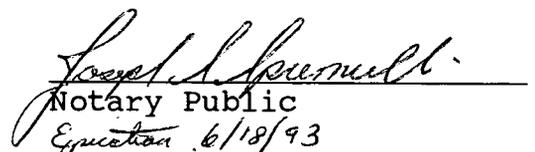
RESOLVED: That easement language upon completion be reviewed by PWSB Legal Advisor for content.

In Witness Whereof, I have set my hand and seal this 29<sup>th</sup> day of January, 1992.

  
James A. Lombardi

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 29<sup>th</sup> day of January 1992, there personally appeared before me the above-named James A. Lombardi, Individually and in his capacity as the Secretary of the Providence Water Supply Board, and he acknowledged the execution of this certificate to be his free act and deed individually and in his said capacity.

  
Notary Public  
Expiration 6/18/93

CERTIFICATE OF SECRETARY

I, James A. Lombardi, a resident of Providence, Rhode Island, do on oath depose and say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.

2. That at the regular monthly meeting of the PWSB held on Thursday, February 6, 1992, the following was voted:

RESOLVED: That the Providence Water Supply Board has requested from the Providence Gas Company a change in the existing easement located on land owned by the Providence Gas Company in the City of Cranston.

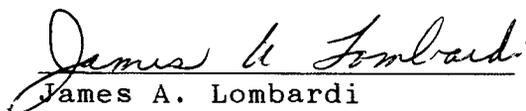
That the purpose of this request is for the creation of a new "Right of Way" easement in a different location on said land in order to allow PWSB access to their aqueduct property (Plat 18, Lot 1355) located off Natick Road.

That in consideration for this request the PWSB has no monetary obligation in requesting this easement change.

3. It was further:

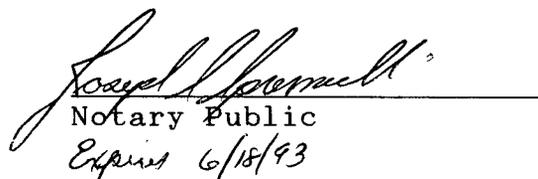
RESOLVED: That easement language upon completion be reviewed by PWSB Legal Advisor for content.

7<sup>th</sup> In Witness Whereof, I have set my hand and seal this day of February 1992.

  
James A. Lombardi

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 7<sup>th</sup> day of February, 1992, there personally appeared before me the above-named, James A. Lombardi, Individually and in his capacity as the Secretary of the Providence Water Supply Board, and he acknowledged the execution of this certificate to be his free act and deed individually and in his said capacity.

  
Notary Public  
Expires 6/18/93

CERTIFICATE OF SECRETARY

I, James A. Lombardi, a resident of Providence, Rhode Island, do on oath depose and say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.

2. That at the regular monthly meeting of the PWSB held on Thursday, February 6, 1992, the following was voted:

RESOLVED: That a conservation easement was granted to The Trust for Public Land on property owned by William E. Jr., and Alice E. Spencer located in the Town of Glocester described as Assessor's Plat 18, Lot 162, and in the Town of Scituate described as Assessor's Plat 20, Lots 20, 25 and 36. The conservation easement is further described as parcel "A" on a "Plan of Land Owned by William E. Jr., and Alice E. Spencer, Glocester and Scituate, Rhode Island, October 1991, revised October 31, 1991" prepared by R. C. Cournoyer Enterprises, Inc. Consulting Engineers and Land Surveyors, 790 Great Road (Leeway Building), North Smithfield, Rhode Island 02895.

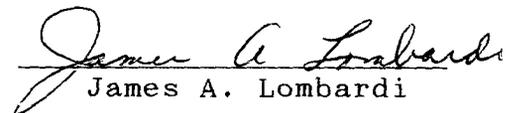
That the easement will be transferred to the Providence Water Supply Board from The Trust for Public Land as part of the watershed land acquisition program for protection of the water supply.

That in consideration for said easement the Providence Water Supply Board agrees to compensate The Trust for Public Land the sum of \$135,000 for the permanent easement.

3. It was further:

RESOLVED: That easement language has been reviewed by PWSB Legal Advisor for content.

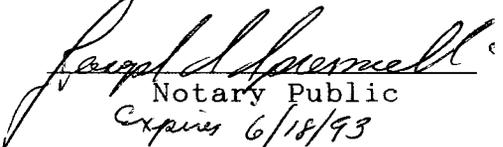
In Witness Whereof, I have set my hand and seal this 7<sup>th</sup> day of February, 1992.

  
James A. Lombardi

Page 2: Resolution

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 7<sup>th</sup> day of February 1992, there personally appeared before me the above-named James A. Lombardi, Individually and in his capacity as the Secretary of the Providence Water Supply Board, and he acknowledged the execution of this certificate to be his free act and deed individually and in his said capacity.

  
Notary Public  
Expires 6/18/93

EDWARD F. BURKE, ESQ.  
CHAIRMAN

ARMANDO PARILLO  
VICE CHAIRMAN

JAMES LOMBARDI  
SECRETARY

WILLIAM J. MCGAIR, ESQ.  
LEGAL ADVISOR

JEROME I. BARON  
EX-OFFICIO



Mayor

RICHARD O. RAFANOVIC, P.E.  
CHIEF ENGR/GENERAL MGR.

PETER S. MANCINI  
CITY COUNCILMAN

EVELYN V. FARGNOLI  
CITY COUNCILWOMAN

MARY A. NOCERA  
MEMBER

DANIEL J. SCHATZ, ESQ.  
MEMBER

## Water Supply Board

*"Building Pride In Providence"*

January 29, 1992

Mr. Michael Clement, City Clerk  
City of Providence  
City Hall  
Providence, RI 02903

Re: Resolutions for Council Consideration

Dear Mr. Clement:

Attached are three resolutions for property easements which must be considered by the Providence City Council.

The resolution dated January 29, 1992 was passed by the Providence Water Supply Board (PWSB) at their December 18, 1991 meeting.

There are also two unsigned easement resolutions which the PWSB will approve at their meeting on Wednesday, February 5, 1992.

It is requested that all three easements be placed on the Council Agenda for the February 6, 1992 meeting. I will provide you with signed easements on the morning of February 6, 1992, replacing the unsigned copies.

Councilwoman Evelyn Fagnoli and Councilman Peter Mancini will be sponsoring the three resolutions on behalf of the PWSB.

Respectfully,

PROVIDENCE WATER SUPPLY BOARD  
Richard O. Rafanovic, PE  
Chief Engineer & General Manager

By: James A. Lombardi  
Director of Administrative Services

JAL/mtd  
Attachments

cc: Councilwoman E. Fagnoli  
Councilman Peter Mancini  
PWSB Board Meeting Folder

THE COMMITTEE ON  
CITY PROPERTY

Recommends *be Continued*

*Jean M. Angese*  
Clerk

*February 11, 1992*

CERTIFICATE OF SECRETARY

I, James A. Lombardi, a resident of Providence, Rhode Island, do on oath depose and say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.

2. That at the regular monthly meeting of the PWSB held on Wednesday, February 5, 1992, the following was voted:

RESOLVED: That the Providence Water Supply Board has requested from the Providence Gas Company a change in the existing easement located on land owned by the Providence Gas Company in the City of Cranston.

That the purpose of this request is for the creation of a new "Right of Way" easement in a different location on said land in order to allow PWSB access to their aqueduct property (Plat 18, Lot 1355) located off Natick Road.

That in consideration for this request the PWSB has no monetary obligation in requesting this easement change.

3. It was further:

RESOLVED: That easement language upon completion be reviewed by PWSB Legal Advisor for content.

In Witness Whereof, I have set my hand and seal this \_\_\_\_\_ day of February 1992.

\_\_\_\_\_  
James A. Lombardi

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the \_\_\_\_\_ day of February, 1992, there personally appeared before me the above-named, James A. Lombardi, Individually and in his capacity as the Secretary of the Providence Water Supply Board, and he acknowledged the execution of this certificate to be his free act and deed individually and in his said capacity.

\_\_\_\_\_  
Notary Public

CERTIFICATE OF SECRETARY

I, James A. Lombardi, a resident of Providence, Rhode Island, do on oath depose and say:

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That the easement will be purchased by the Providence Water Supply Board from The Trust for Public Land as part of the watershed land acquisition program for protection of the water supply.

That in consideration for said easement the Providence Water Supply Board agrees to compensate The Trust for Public Land the sum of \$135,000 for the permanent easement.

3. It was further:

RESOLVED: That easement language has been reviewed by PWSB Legal Advisor for content.

In Witness Whereof, I have set my hand and seal this \_\_\_\_\_ day of January, 1992.

\_\_\_\_\_  
James A. Lombardi

Page 2: Resolution

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the \_\_\_\_\_ day of January 1992, there personally appeared before me the above-named James A. Lombardi, Individually and in his capacity as the Secretary of the Providence Water Supply Board, and he acknowledged the execution of this certificate to be his free act and deed individually and in his said capacity.

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Notary Public

City of Providence



Rhode Island

Department of City Clerk

**MEMORANDUM**

DATE: January 31, 1992  
TO: Patricia McLaughlin, Deputy City Solicitor  
SUBJECT: PROPOSED EASEMENTS - WATER SUPPLY BOARD  
CONSIDERED BY: Michael R. Clement, City Clerk  
DISPOSITION:

Attached please find communications referred to me by the Providence Water Supply Board.

Please review the attachments and prepare the necessary resolutions in order that the Committee on City Property can address these matters at the next meeting.

*Michael R. Clement*  
City Clerk