

# RESOLUTION OF THE CITY COUNCIL

No. 618

EFFECTIVE ~~XXXXXXXXXX~~ *Approved* October 19, 1999

WHEREAS, certain municipal easements had been amended in connection with the construction of the former "Bradlee's" building; and  
WHEREAS, said realty has subsequently been procured by AAA; and  
WHEREAS, AAA wishes to amend the above-referenced easements;  
and

WHEREAS, the city also wishes to amend said easements so as to facilitate continued development of the respective real estate,

NOW, THEREFORE, BE IT RESOLVED THAT His Honor, the Mayor, is authorized to negotiate and enter into an agreement substantially in the form as embodied in the attached Exhibit "A."

**CITY COUNCIL**  
OCT 7 1999  
READ AND PASSED  
*[Signature]*  
PRES.  
*[Signature]*  
CLERK

Effective without the Mayor's Signature:

*[Signature]*  
Michael R. Clement, City Clerk

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolutions

*Barbara A. Davis*  
Clerk

9/8/99

## SEWER LINES MAINTENANCE AGREEMENT

This Sewer Lines Maintenance Agreement (the "Agreement"), dated as of \_\_\_\_\_, 1999, by and between AAA Southern New England, a Rhode Island not-for-profit corporation having an address of 501 Centerville Road, Warwick, Rhode Island 02886 (hereinafter referred to as "AAA") and the City of Providence, a municipal corporation with an address of 25 Dorrance Street, Providence, Rhode Island 02903 (hereinafter referred to as the "City").

### W I T N E S S E T H:

WHEREAS, the City entered into that certain Amended and Restated Easement Agreement dated June 27, 1996 and recorded in the Land Evidence Records of the City of Providence at Book 3360, Page 231 by and between State Street Bank and Trust Company and the City (the "Restated Easement Agreement"); and

WHEREAS, under the Restated Easement Agreement the City has certain rights and obligations regarding the maintenance of existing sewer lines over and under that certain parcel of real property located at 301 Silver Spring Street, Providence, Rhode Island, and further described as Lot 89 on the City of Providence Tax Assessor's Plat 1 (the "Property"), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, AAA is rehabilitating a building for use as an office/operations center on the Property burdened by the Restated Easement Agreement; and

WHEREAS, AAA and the City desire to enter into an agreement concerning maintenance of sewer lines on the Property; and

WHEREAS, the Providence City Council has authorized the Mayor on behalf of the City, to enter into this Agreement pursuant to that certain Resolution of the City Council No. \_\_\_\_ approved \_\_\_\_\_, a certified copy of which is attached hereto as Exhibit B and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, AAA and the City hereby agree as follows:

SECTION 1. Sewer Lines Maintenance Obligations. Notwithstanding the provisions of Section 5 of the Restated Easement Agreement, during the term of the Restated Easement Agreement, the City agrees that it shall be solely responsible for maintaining, repairing and replacing in good order and repair, at the City's sole cost and expense, those portions of the 46" Sewer Line and the 42" Sewer Line located within the limits of the areas shown on that certain Plan of Easements described and defined in the Restated Easement

Agreement attached thereto as Exhibit B and designated as "Maintenance Area I and Maintenance Area II" on the aforesaid Plan of Easements. The City shall maintain an easement right sufficient to access the sewer utilities for such maintenance, repair and/or replacement. Such access shall include the interior portion of any construction. All such repairs, maintenance and replacements made by the City shall be in accordance with all applicable local, state or federal laws, ordinances, rules and regulations.

SECTION 2. Indemnification. AAA hereby agrees to hold the City harmless from and against all loss, cost, expense and damage arising from any interruption to the business of AAA or any damage to AAA or AAA's property which is caused by the City or the City's agents, employees, contractors or subcontractors in the non-negligent exercise of the City's rights or performance of the City's obligations hereunder.

SECTION 3. Notices. Any notice, request, instruction or other document to be given hereunder to any party hereto shall be sent by certified mail, postage prepaid, return receipt requested, or delivered by overnight courier (with a signed acknowledgment of receipt) to the respective party's address first above written. Copies of notices to the City shall be sent to \_\_\_\_\_. Copies of notices to AAA shall be sent to John J. Partridge, Esq., Partridge Snow & Hahn LLP, 180 South Main Street, Providence, Rhode Island 02903.

SECTION 4. Separability Clause. Any provision of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 5. Governing Law. This Agreement shall be construed and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Rhode Island.

SECTION 6. Successors and Assigns. The covenants, conditions or restrictions made hereby shall bind and inure to the benefit of and be enforceable by the parties hereto and the respective successors and assigns of the parties hereto.

SECTION 7. Waiver. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 8. Other Agreements. This Agreement shall not be modified except in writing executed by all parties hereto.

SECTION 9. Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

AAA Southern New England

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

The City of Providence, a municipal corporation

By: \_\_\_\_\_  
Vincent A. Cianci, Jr.  
Mayor

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, in said County, on this \_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of AAA Southern New England, and the person executing the foregoing instrument on behalf of, AAA Southern New England the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said AAA Southern New England.

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

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, in said County, on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared Vincent A. Cianci, Jr., to me known and known by me to be the Mayor of the City of Providence, and the person executing the foregoing instrument on behalf of, the City of Providence, the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said City of Providence.

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

Exhibit A

LEGAL DESCRIPTION

Assessor's Plat 1/Lot 89

That certain parcel of land with all buildings and improvements thereon located easterly side of Silver Spring Street, northerly side of Felix Mirando Way, and westerly side of Royal Little Drive in the City of Providence, County of Providence, State of Rhode Island and bounded and described as follows:

Beginning at a point in the westerly line of Royal Little Drive at the northeasterly corner of the herein described parcel, said point being the northeasterly corner of LOT 12 as shown on that plan entitled, "PLAN OF SUBDIVISION IN PROVIDENCE, R.I. OF SILVER SPRING INDUSTRIAL PARK FOR PROVIDENCE REDEVELOPMENT AGENCY PREPARED BY STANLEY ENGINEERING, INC. SCALE: 1" = 100' NOVEMBER, 1988"; said point also being the southeasterly corner of land now or formerly of Venda Ravioli, Inc.;

Thence running southerly in the westerly line of Royal Little Drive for a distance of forty and 11/100 feet (40.11') to an angle point;

Thence turning an interior angle of 190°-40'-01" and continuing southerly in said westerly line of Royal Little Drive for a distance of eight hundred seventy-five and 94/100 feet (875.94') to a point of curvature;

Thence running southwesterly and westerly and curving to the right along the arc of a curve having a radius of 30.00' and a central angle of 90°-00'-08" for an arc distance of forty-seven and 13/100 feet (47.13') to a point of tangency in the northerly line of Felix Mirando Way;

Thence running westerly in the northerly line of Felix Mirando Way for a distance of forty-three and 80/100 feet (43.80') to a point of curvature;

Thence continuing westerly in the northerly line of Felix Mirando Way and curving to the left along the arc of a curve having a radius of 505.00' and a central angle of 4°-28'-39" for an arc distance of thirty-nine and 46/100 feet (39.46') to a point of tangency;

Thence continuing westerly in the northerly line of Felix Mirando Way for a distance of two hundred fifty-three and 42/100 feet (253.42') to a point of curvature;

Thence running westerly and northwesterly in the northerly line of Felix Mirando Way and curving to the right along the arc of a curve having a radius of 30.00' and a central angle of 67°-08'-43" for an arc distance of thirty-five and 16/100 feet (35.16') to a point in said northerly line of Felix Mirando Way;

Thence running northwesterly in the northerly line of Felix Mirando Way a distance of two and 27/100 feet (2.27') to a point on the easterly line of Silver Spring Street;

Thence turning an interior angle of 89°-13'-43" and running northeasterly in the easterly line of Silver Spring Street a distance of four hundred five and 23/100 (405.23') to a point;

Thence turning an interior angle of 178°-02'-33" and continuing northeasterly in the easterly line of Silver Spring Street a distance of three hundred forty-five and 71/100 feet (345.71') to a point;

Thence turning an interior angle of 166°-13'-25" and continuing northeasterly in the easterly line of Silver Spring Street a distance of sixty-eight and 09/100 feet (68.09') to a point;

Thence turning an interior angle of 90°-00'-00" and running southeasterly a distance of one hundred eleven and 97/100 feet (111.97') to a point;

Thence turning an interior angle of 250°-19'-05" and running northeasterly a distance of eighty-eight and 89/100 feet (88.89') to a point;

Thence turning an interior angle of 201°-54'-52" and continuing northeasterly a distance of one hundred thirty-one and 17/100 (131.17') to a point;

Thence turning an interior angle of 88°-22'-12" and running southeasterly a distance of two hundred sixty-six and 38/100 feet (266.38') to a point on the westerly line of Royal Little Drive and the point and place of beginning.

The last described course forms an interior angle of 90°-00'-00" with the first described course.

Said parcel contains 390,576 square feet of land.

This conveyance is subject to:

Easements, plan of land and as built conditions as shown on that plat entitled, "Plan of Land and as Built Plan" for AAA Southern New England by Cataldo Associates, Civil Engineers, One Commerce Way, Johnston, RI 02919 (401) 453-3300, Scale 1" = 40', dated April 22, 1998.

Covenants and agreements contained in Deed recorded in Book 2979 at Page 315.

Provisions of understanding and agreement set forth and contained in Deed from George P. Baker et al., Trustees of the Property of Penn Central Transportation Company, Debtor, to

Anthony A. Coletti and Catherine C. Coletti, dated August 24, 1972 and recorded in the Land Evidence Records of the City of Providence in Book 1174 at Page 1004.

Rights of others in abandoned portion of Silver Spring Street

Easements, terms and conditions contained in Deed from Providence and Worcester Company to Nicholas J. Contos and Kathrine N. Contos, recorded in the Land Evidence Records of the City of Providence in Book 1213 at Page 716.

Terms and conditions contained in Deed from Consolidated Rail Corporation to Louis M. Cioci, recorded in the Land Evidence Records of the City of Providence in Book 1227 at Page 28.

Terms and conditions contained in Deed from Louis M. Cioci to Nicholas J. Contos and Kathrine N. Contos, recorded in the Land Evidence Records of the City of Providence in Book 2027 at Page 2.

Terms, conditions, reservations and easements contained in Deed from National Railroad Passenger Corporation to Providence Redevelopment Agency, recorded in the Land Evidence Records of the City of Providence in Book 1338 at Page 336.

Covenants and agreements contained in Deed by and between Providence Redevelopment Agency and Carpionato Properties, Inc., dated July 5, 1994 and recorded in the Land Evidence Records of the City of Providence in Book 2979 at Page 302.

Terms and conditions of the redevelopment plan for West River Project 7-12-56.

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Exhibit B

Resolution

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