

RESOLUTION OF THE CITY COUNCIL

No. 506

Approved October 16, 1989

RESOLVED, That the sale and conveyance by the City of Providence to Tennessee Gas Pipeline Company, a Delaware Corporation with an office at P.O. Box 286, Agawam, Massachusetts, of a Right of Way Agreement to construct a 16 Inch Diameter Pipeline across certain lands of the corporation situated in the City of Cranston, County of Providence, and State of Rhode Island, for a consideration of One Thousand, Five Hundred Dollars (\$1,500.00) in cash, is hereby approved and the proper member of this municipal corporation is authorized and directed to execute and deliver a Right of Way Agreement to effect said sale and conveyance.

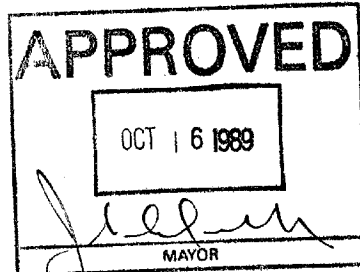
IN CITY COUNCIL

OCT 5 1989

READ AND PASSED


PRES.


CLERK

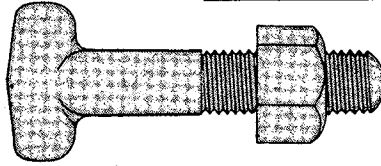


IN CITY COUNCIL
SEP 21 1989
FIRST READING
REFERRED TO COMMITTEE ON CITY PROPERTY



Councilman Donalds and Councilman Gyle
(By Request)

DUCTILE DURABOLT®



REQUEST THE BOLTS THAT HOLD TOGETHER OUR
NATIONS MOST PRECIOUS NATURAL RESOURCE
" WATERWORKS "

Rose:

This is easement
we discussed Friday
afternoon.

I have contacted Counselman
Annals concerning attached

Thanks

Jim L



TEXAS FOUNDRIES INC.

MAIN OFFICE: P.O. BOX 3718 1611 N. RAGUET
LUFKIN, TEXAS 75903-3718, PHONE 409-632-4451
PRODUCING VALUE ENGINEERED QUALITY
CASTINGS FOR THE WATERWORKS INDUSTRY
DUCTILE IRON★MALLEABLE IRON★STEEL★STAINLESS STEEL



GEORGE A. CALCAGNI
CHAIRMAN

ARMANDO PARILLO
VICE CHAIRMAN

JAMES A. LOMBARDI
SECRETARY

JOHN E. MARTINELLI
LEGAL ADVISOR

JEROME I. BARON
EX-OFFICIO



JOSEPH R. PAOLINO, JR.
MAYOR
DOMENIC J. MAINELLI, P.E.
CHIEF ENGR./GENERAL MANAGER

RAYMOND COLA
CITY COUNCILMAN

ANDREW J. ANNALDO
CITY COUNCILMAN

MARY A. NOCERA
MEMBER

LOUIS ORABONA
MEMBER

Water Supply Board
"Building Pride In Providence"

August 8, 1989

John E. Martinelli, Esq.
20 Washington Place
Providence, Rhode Island 02903

Re: Tennessee Gas Company Easement

Dear Mr. Martinelli:

Submitted are documents and my letter to Mayor Paolino in regard to the Tennessee Gas Company easement. Please review and if found to be in satisfactory order, forward to the Mayor. Does a cash settlement figure (\$1,500.) need to be inserted in the City Council resolution or is that done by the City Clerk after passage?

Thank you.

Very truly yours,

Hans T. Bergey
Acting General Manager

HTB/mtd
Enclosure

GEORGE A. CALCAGNI
CHAIRMAN
ARMANDO PARILLO
VICE CHAIRMAN
JAMES A. LOMBARDI
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CITY COUNCILMAN
ANDREW J. ANNALDO
CITY COUNCILMAN
MARY A. NOCERA
MEMBER
LOUIS ORABONA
MEMBER

Water Supply Board
"Building Pride In Providence"

August 9, 1989

The Honorable Joseph R. Paolino, Jr.
Mayor, City of Providence
City Hall
Providence, Rhode Island

Re: Tennessee Gas Company Easement


Dear Mayor Paolino:

Submitted for your approval and signature is a right-of-way agreement for a proposed gas pipeline easement requested by the Tennessee Gas Pipeline Company. The easement crosses City of Providence Water Supply Board property over the Scituate Tunnel and Aqueduct near Phippen Orchard Road in western Cranston. Also forwarded is a resolution to be brought before the City Council with the appropriate certificate to be signed by the City Clerk upon the Council's approval.

The agreement and resolution have been reviewed by Mr. John Martinelli, our legal advisor. He finds the documents to be in order but recommends that we not sign a release until all work is concluded to the satisfaction of this department.

The Water Supply Board approved the request for the easement at its meeting of June 14, 1989.

Very truly yours,


Hans T. Bergey
Acting General Manager

HTB/mtd
Enclosure

cc: Edward F. Burke, Esq.
John E. Martinelli, Esq.
Chris Modisette



RIGHT OF WAY AGREEMENT

STATE OF RHODE ISLAND

LL # 302, R.I. Lateral

COUNTY OF PROVIDENCE

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CITY OF PROVIDENCE, a
Rhode Island municipal corporation
112 Union St., Providence, Rhode Island

(hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged to be to the full satisfaction of GRANTOR, does hereby give, grant, bargain, sell and confirm unto TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, duly organized by law and with a mailing address of P.O. Box 2511, Houston, Harris County, State of Texas, (hereinafter called GRANTEE), a permanent right of way and easement thirty five (35) feet in width to lay, construct, maintain, operate, alter, repair, renew, remove, change the size of and replace a pipeline or pipelines (with fittings and appliances, including cathodic protection equipment) for the transportation of oil, gas, petroleum, products or any other liquids, gases or substances which can be transported through a pipeline by a route or routes which the Grantee shall have the right to select, change and alter, under, upon, over and through lands which the Grantor owns or in which the Grantor has an interest, situated in the City/Town of Cranston, County of Providence, State of Rhode Island, which easement is bounded and/or described as follows: being thirty five (35) feet in width, extending twenty five (25) feet on the easterly side and ten (10) feet on the westerly side of the proposed pipeline, together with temporary working space on a strip of land fifteen (15) feet in width throughout adjacent to the easterly side of the above described permanent right of way. Said temporary working space shall terminate one year after completion of construction.

being a portion of the property described in instrument(s) dated February 18, 1921 and recorded in the Land Evidence Records of said City/Town of Cranston, in Book 142, Page 49.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free right of ingress and egress to the easement by foot or by vehicle over and across the property of Grantor.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns and the Grantor hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against all claims and demands whatsoever.

The Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and confirmed. Grantor agrees that no excavation, change of grade nor water impoundment will be made on, and no structures, dwellings, trees, shrubs or other obstructions placed, erected or planted upon the permanent right of way and easement herein granted without the prior written consent of Grantee. The Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline or fittings and appliances appurtenant to said line.

The Grantee agrees to pay for any damage to crops, timber and existing improvements which may be caused the Grantor by the Grantee laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing said pipeline.

It is understood that this agreement incorporates all the agreements between the parties and that no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

The pipeline(s), fittings, appliances, equipment and appurtenances now or hereafter attached to the easement shall remain the property of Grantee, its successors and assigns who shall pay all taxes assessed thereon.

Witness our hands and seals to this conveyance this _____ day of _____, 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF PROVIDENCE, RHODE ISLAND

BY: _____

ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF _____

In City/Town of _____, in said County, on the ____ day of _____,
19____, before me personally appeared the above named _____

to me known and known by me to be the party executing the foregoing instrument, and _____ acknowledged
said instrument by _____ executed to be _____ free act and deed.

Notary Public

(SEAL)

My Commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In _____, in said County on the ____ day of _____,
1988, before me personally appeared the within named _____

to be known and known by me to be the _____ of, and the person executing these
presents in behalf of, City of Providence, Rhode Island, the party executing the foregoing
instrument, and _____ acknowledged said instrument by _____ so executed to be _____ free act and deed as such
_____, and the free act and deed of said City of Providence, Rhode Island.

Notary Public

(SEAL)

My Commission expires _____

Said permanent right of way and easement shall be thirty five (35) feet in width, extending twenty five (25) feet on the easterly side and ten (10) feet on the westerly side of the proposed pipeline, together with temporary working space on a strip of land fifteen (15) feet in width throughout adjacent to the easterly side of the above described permanent right of way. Said temporary working space shall terminate one year after completion of construction.

The Grantee, hereby agrees to submit a certificate of insurance to the City of Providence, Water Supply Board prior to construction of said pipeline.

The Grantee, hereby agrees to restore the property to as near original condition as practical.

The Grantee, hereby agrees to pay Grantor fifteen hundred (\$1500.00) dollars after completion of construction.

CITY OF PROVIDENCE
a Rhode Island municipal corporation
CERTIFIED COPY OF RESOLUTION

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by the Council members of the City of Providence, Rhode Island, at a meeting duly called and held in the Council chamber of the municipal corporation at Providence, Rhode Island, on the _____ day of _____, 1988, a majority of the Council members being present and voting in favor of the resolution to wit:

RESOLVED that the sale and conveyance by this corporation to Tennessee Gas Pipeline Company, a Delaware Corporation with an office at P. O. Box 286, Agawam, Massachusetts, of a Right of Way Agreement to construct a 16 inch diameter pipeline across certain lands of the corporation situate in the City of Cranston, County of Providence, and State of Rhode Island, for a consideration of \$_____, in cash, is hereby approved and the proper member of this municipal corporation is authorized and directed to execute and deliver a Right of Way Agreement to effect said sale and conveyance.

WITNESS my hand and the seal of the Corporation at Providence, Rhode Island, this _____ day of _____, 1988.9

City Clerk



RIGHT OF WAY AGREEMENT

STATE OF RHODE ISLAND

LL # 302, R.I. Lateral

COUNTY OF PROVIDENCE

RIGHT OF WAY AGREEMENT

KNOWALL MEN BY THESE PRESENTS: That the undersigned CITY OF PROVIDENCE, a
Rhode Island municipal corporation

112 Union St., Providence, Rhode Island

(hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged to be to the full satisfaction of GRANTOR, does hereby give, grant, bargain, sell and confirm unto TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, duly organized by law and with a mailing address of P.O. Box 2511, Houston, Harris County, State of Texas, (hereinafter called GRANTEE), a permanent right of way and easement thirty five (35) feet in width to lay, construct, maintain, operate, alter, repair, renew, remove, change the size of and replace a pipeline or pipelines (with fittings and appliances, including cathodic protection equipment) for the transportation of oil, gas, petroleum, products or any other liquids, gases or substances which can be transported through a pipeline by a route or routes which the Grantee shall have the right to select, change and alter, under, upon, over and through lands which the Grantor owns or in which the Grantor has an interest, situated in the City/Town of Cranston, County of Providence, State of Rhode Island, which easement is bounded and/or described as follows: being thirty five (35) feet in width, extending twenty five (25) feet on the easterly side and ten (10) feet on the westerly side of the proposed pipeline, together with temporary working space on a strip of land fifteen (15) feet in width throughout adjacent to the easterly side of the above described permanent right of way. Said temporary working space shall terminate one year after completion of construction.

being a portion of the property described in instrument(s) dated February 18, 1921 and recorded in the Land Evidence Records of said City/Town of Cranston, in Book 142, Page 49.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free right of ingress and egress to the easement by foot or by vehicle over and across the property of Grantor.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns and the Grantor hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against all claims and demands whatsoever.

The Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and confirmed. Grantor agrees that no excavation, change of grade nor water impoundment will be made on, and no structures, dwellings, trees, shrubs or other obstructions placed, erected or planted upon the permanent right of way and easement herein granted without the prior written consent of Grantee. The Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline or fittings and appliances appurtenant to said line.

The Grantee agrees to pay for any damage to crops, timber and existing improvements which may be caused the Grantor by the Grantee laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing said pipeline.

It is understood that this agreement incorporates all the agreements between the parties and that no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

The pipeline(s), fittings, appliances, equipment and appurtenances now or hereafter attached to the easement shall remain the property of Grantee, its successors and assigns who shall pay all taxes assessed thereon.

Witness our hands and seals to this conveyance this 21st day of August, 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

CITY OF PROVIDENCE, RHODE ISLAND

BY:

[Signature]

ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF Providence

In City/Town of Providence, in said County, on the 21st day of August, 1988, before me personally appeared the above named Joseph R. Paulino, Jr.

to me known and known by me to be the party executing the foregoing instrument, and _____ acknowledged said instrument by _____ executed to be _____ free act and deed.

Rose M. Mendonca
Notary Public
Notary Public

(SEAL)
My Commission expires June 30, 1991

CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County on the 21st day of August, 1988, before me personally appeared the within named Joseph R. Paulino, Jr.

to be known and known by me to be the Mayor of, and the person executing these presents in behalf of, City of Providence, Rhode Island, the party executing the foregoing instrument, and _____ acknowledged said instrument by _____ so executed to be _____ free act and deed as such _____, and the free act and deed of said City of Providence, Rhode Island.

Rose M. Mendonca
Notary Public
Notary Public

(SEAL)
My Commission expires June 30, 1991