

# RESOLUTION OF THE CITY COUNCIL

No. 2

*Approved* January 12, 2001

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a non-exclusive sub-surface easement below Thayer Street and Charlesfield Street in the City of Providence to Brown University (hereinafter "Brown" or "the University").

1. Said easement shall be utilized only for the installation and maintenance of electrical, telecommunication, and high temperature hot water. Said easement shall not exceed the area indicated by the cross-hatched area demarked on the accompanying map marked as Exhibit A.

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

3. Said easement shall be subject to a right of reverter/rights of reversion in the event that the situs of the easement is no longer utilized for the aforestated purposes. Additionally, it shall be for a term of not more than twenty (20) years.

4. Brown shall tender the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars in legal tender of the United States of America.

5. Any breakout necessary for installation and/or repair or replacement shall be resurfaced/rehabilitated to the approval of the Director of the Department of Public Works.

6. Any installation of utilities or utility lines shall be underground so as to preserve the public right-of-way.

7. Any installation of electrical mechanism shall be to the approval of the Director of the Department of Inspections & Standards.

8. Petitioner shall ascertain that construction results in no adverse impact on any existing utility company and shall ensure the continued integrity of those existing structures.

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

10. The University shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as

IN CITY COUNCIL  
OCT 19 2000  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS  
Michael R. Clement CLERK  
CB

and

IN CITY COUNCIL  
OCT 19 2000  
FIRST READING  
REFERRED TO COMMITTEE ON  
CITY PROPERTY  
Michael R. Clement CLERK  
CB

THE COMMITTEE ON  
Public Works and City Property  
Recommends as amended  
Craig E. Bestwick Clerk  
Nov. 20, 2000

THE COMMITTEE ON  
CITY PROPERTY and Public Works  
Approves Passage of  
The Within Resolution  
Craig E. Bestwick Clerk  
Dec. 11, 2000

additional-named insureds in a sum not less than one hundred thousand dollars (\$100,000.00), which policy shall be approved by the Department of Law of the City of Providence.

11. Grantee shall not lay, construct or affix to the realty any temporary or permanent structure other than that described earlier herein.

12. The University recognizes the applicability of Sections 23-107, 23-108 and 23-190 of the Code of Ordinances which read as follows:

**23-107. Indemnity of city against claims arising out of electrical installations.** No right of any person to maintain, use or operate any poles, wires, cables, conduits, ducts, pipes, manholes, handholes, or other appliances or appurtenances in any street or other traveled way in the city, shall be in preference or hindrance of public work in the city, and should any of the same in any way interfere with the construction, alteration or repair of any public work in, under, or over any such street or way, whether done by the city directly or by any contractor for the city, such person shall at his own expense protect, alter or move any of the same so interfering to some other location, or discontinue the use and operation thereof for the time being, as directed by the director of public works, without the city being liable for any damages suffered by such person thereby. The City shall notify such person not fewer than ninety (90) days prior to such public work, which will interfere with any of the same or the use or operation thereof. In case such person shall fail to comply with any such direction of said director, the city may protect, alter or move the same, and recover the cost thereof from such person.

**23-108. Precedence of wires, apparatus of city signal service.** The wires, poles, posts, structures and supports of the telephone, fire alarm and police signal service maintained by the city shall at all times take precedence and right-of-way as to all other wires, poles, posts, structures and supports maintained or erected in the city; and no lineman or other person, either in erecting wires, poles, posts, structures or supports in any way whatsoever shall interfere with, or disturb, disarrange or change any wires maintained by the city, or any appurtenance thereof; and in every instance of removal of any of said wires, poles, posts, structures or supports for the accommodation of any other corporation or party, or to place the same beyond danger from the electric current of any other corporation or party, the expense incident to said removal shall be paid immediately by such other corporation or party.

**23-109. Indemnity of city against claims arising out of electrical installation.**

Every person erecting, maintaining or using electric wires or poles, fixture or structures, for the support or conducting of the same shall indemnify and save harmless the city, its officers, agents and servants, from and against all lawful claims and demands for injuries to persons or property occasioned by the existence of such poles, wires, fixtures or structures or the transmission of electric current by means thereof or by the digging up, opening or keeping open of any street, highway, traveled way, public place or part thereof, which shall be or has been opened for the purpose of installing, constructing or repairing any underground conduit, duct, structure, appliance or appurtenance by or for such person, or by any failure of such person to restore and keep in sound and safe condition for the required time any

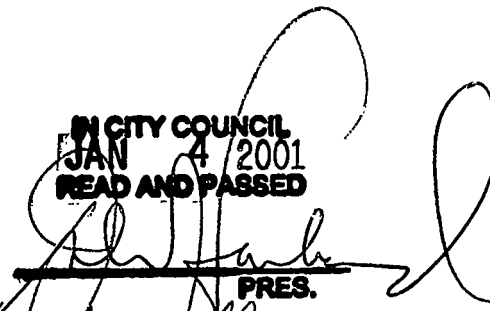
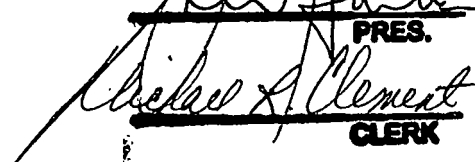
ground opened or dug up in the prosecution of any of its work in any street, way or place. The city, city council, or the officers, agents or servants of the city, exercising the rights, powers or permission, and subject to the restrictions, respectively given and reserved herein shall not be held liable by such person or corporation on account thereof, or by reason of any injury or damage caused thereby.

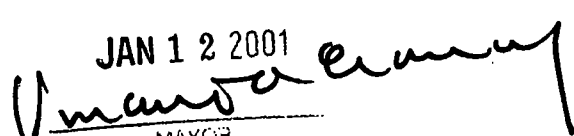
and the University agrees to comply with the same.

13. The University shall repave all excavated roadways in accordance with relevant statements made to the City Council Committee on Public Works.

14. In addition to Paragraph 12 above, in the event that the City of Providence or its designee shall, for any public purpose, require the extinguishment of the easement granted herein and upon the ninety (90) days notice hereinbefore mentioned, Brown shall, at its own expense, remove said improvements to the easement area.

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

**IN CITY COUNCIL**  
**JAN 4 2001**  
**READ AND PASSED**  
  
**PRES.**  
  
**CLERK**

**APPROVED**  
**JAN 12 2001**  
  
**MAYOR**

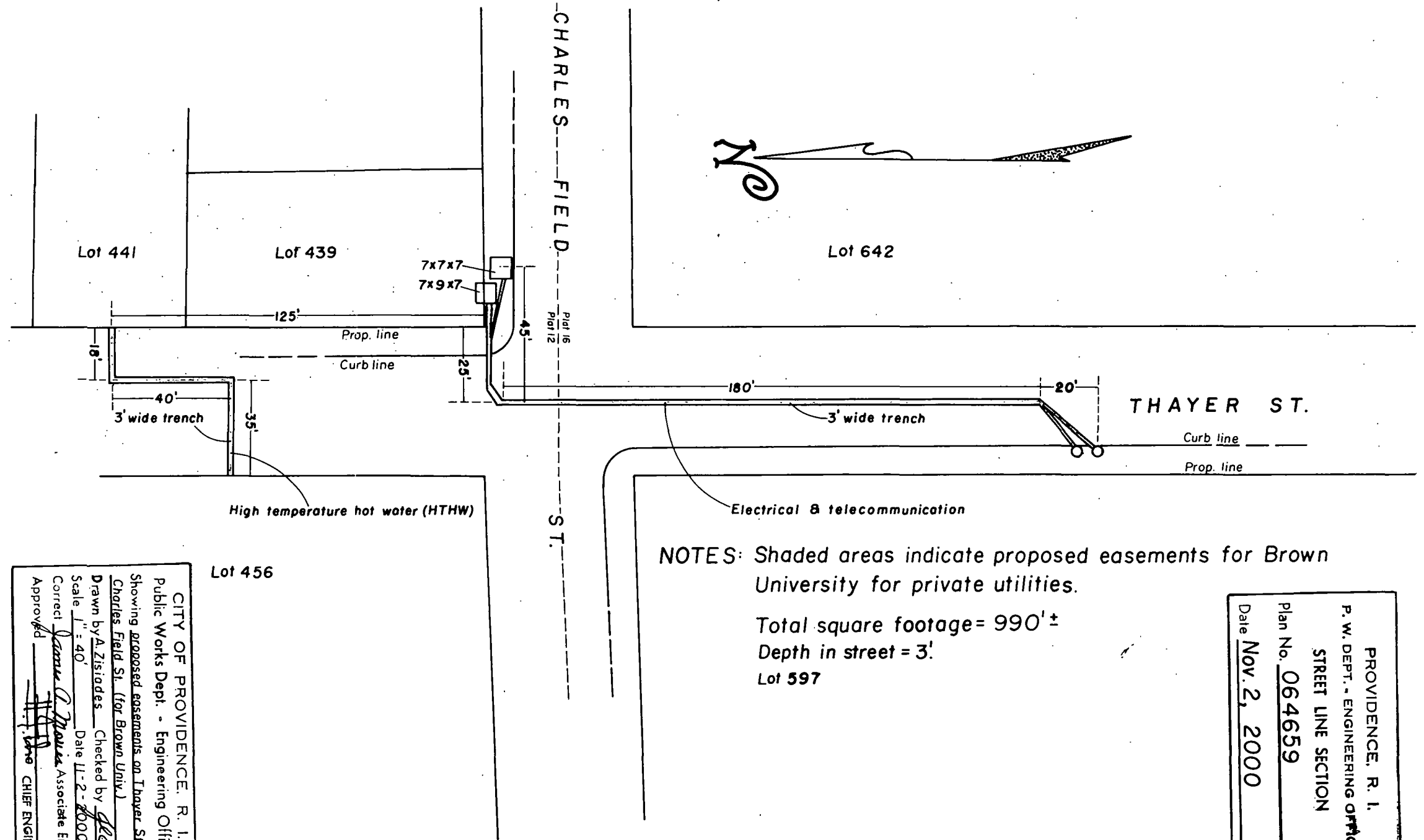
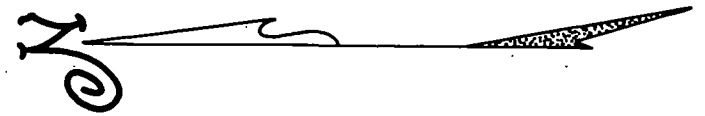
IN CITY COUNCIL  
JAN  
READ AND PASSED

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PRES.

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CLERK



NOTES: Shaded areas indicate proposed easements for Brown University for private utilities.

Total square footage = 990'±  
Depth in street = 3'  
Lot 597

Lot numbers taken from A.P. 12 & 16

PROVIDENCE, R. I.  
P. W. DEPT. - ENGINEERING OFFICE  
STREET LINE SECTION  
Plan No. 064659  
Date Nov. 2, 2000

CITY OF PROVIDENCE, R. I.  
Public Works Dept. - Engineering Office  
Showing proposed easements on Thayer St. & Charles Field St. (for Brown Univ.)  
Drawn by A. Zisides Checked by dec  
Scale 1" = 40' Date 11-2-2000  
Correct James C. Morris Associate Engr.  
Approved [Signature] CHIEF ENGINEER

# BROWN UNIVERSITY — REMITTANCE ADVICE

FOR FURTHER INFORMATION ADDRESS CONTROLLER  
BROWN UNIVERSITY, BOX J, PROVIDENCE, RI 02912

DATE	INVOICE NO.	P.O. NO.	VOUCHER	INVOICE AMOUNT	DISCOUNT	AMOUNT PAID	ENC
03/20/01			0727553	10,500.00	0.00	10,500.00	
TOTAL				10,500.00		10,500.00	

VENDOR NO. T4370900020

DATE 03/21/01

CHECK NO. 233087

PLEASE DETACH THIS STUB AND CASH OR DEPOSIT THIS CHECK AT ONCE

BROWN UNIVERSITY

PROVIDENCE, RI 02912



MO.	DAY	YEAR
03	21	01

CHECK NUMBER
233087

PAY  
EXACTLY TEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS \*\*\*\*\*

PAY  
TO THE  
ORDER  
OF

CITY OF PROVIDENCE  
CAMPUS RI

DOLLARS	CENTS
10,500	00

NOT VALID AFTER 90 DAYS  
CHECKS OVER \$25,000.00  
REQUIRE COUNTER SIGNATURE

*[Signature]*

AUTHORIZED SIGNATURE

CITIZENS BANK • EAST SIDE BRANCH • PROVIDENCE, RI

⑈ 233087 ⑈ ⑆011500120⑆ 215 184 7⑈