

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 732

Approved December 26, 1978

WHEREAS, THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island Public Utilities Corporation, is desirous of obtaining a perpetual easement from the CITY OF PROVIDENCE, and

WHEREAS, the said NARRAGANSETT ELECTRIC COMPANY seeks said easement for the purpose of erecting and maintaining electric power and transmission lines and structures supporting the same and for other purposes set forth in the proposed Easement Deed and Collateral Agreement thereto (which are both incorporated by reference and made a part hereof and marked Exhibits "A" and "B" respectively), over, across, upon, through, and under six (6) certain strips of land located in the Town of Foster, Rhode Island, and owned by the CITY OF PROVIDENCE, each strip three hundred fifty (350) feet in width totalling 94.53 acres and shown as "shaded" on six (6) individual plans appended to proposed Easement Deed and each entitled "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING EASEMENT ACROSS LAND IN FOSTER, RHODE ISLAND TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY CITY OF PROVIDENCE SCALE 1"=200' DATE APRIL 22, 1977" and numbered as follows: "D-9550-1, D-9566-1, L-9275-1, L-9276-1, L-9262-1 and E-10464-1," and

WHEREAS, in consideration of the grant of said perpetual easement to THE NARRAGANSETT ELECTRIC COMPANY, as hereinbefore set forth, the said NARRAGANSETT ELECTRIC COMPANY shall upon the execution of said Easement Deed and Collateral Agreement thereto pay to the said CITY OF PROVIDENCE the sum of Thirty Thousand Dollars (\$30,000.00), and as further consideration for said grant of easement, the said NARRAGANSETT ELECTRIC COMPANY agrees to pay all taxes assessed on any fixtures, lines of towers, poles, cables, and conduits and other appurtenances which may be placed on said land, and said NARRAGANSETT ELECTRIC COMPANY further agrees that from and after the date of the execution of said Easement Deed and during the term thereof, that it will be responsible for and will reimburse the said CITY OF PROVIDENCE for an amount equal to the real estate taxes assessed by the

CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

Na

Approved:

Town of Foster on an area totalling that of said six (6) strips of land described in said Easement Deed, and

WHEREAS, the said CITY OF PROVIDENCE is agreed to grant said perpetual easement, as hereinbefore set forth, under the terms and conditions and considerations hereinbefore recited and those recited in the proposed Easement Deed and Collateral Agreement thereto.

NOW, THEREFORE, be it resolved that His Honor, the Mayor, be and he hereby is authorized to execute an Easement Deed and a Collateral Agreement thereto, both of which are incorporated by reference, as set forth above, to THE NARRAGANSETT ELECTRIC COMPANY, its successors and assigns, for the purposes as set forth above on those six (6) certain strips of land, each three hundred fifty (350) feet in width, totalling 94.53 acres, located in Foster, Providence County, Rhode Island, as shown as "shaded" on six (6) individual plans appended to proposed Easement Deed and each entitled "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING EASEMENT ACROSS LAND IN FOSTER, RHODE ISLAND TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY CITY OF PROVIDENCE SCALE 1"=200' DATE APRIL 22, 1977" and numbered as follows: "D-9550-1, D-9566-1, L-9275-1, L-9276-1, L-9262-1 and E-10464-1."

IN CITY COUNCIL
DEC 21 1978
READ AND PASSED

Ralph F. Lopez
CITY CLERK
Rose M. Mardouca
CLERK

Vincent A. Cianci
Mayor
Approved Dec 24, 1978

REF ID: A66090

000000

44-38861-100A

DEF ST REAL 7978

~~20m. Mendocino~~
b7c

described in said assessment and

the proposed Easement Deed and Collateral Agreement thereto.

conditions and considerations hereinbefore recited and those recited in
perpetual easement, as hereinbefore set forth, under the terms and con-
WHEREAS, the said CITY OF PROVIDENCE is agreed to grant said

and he hereby is authorized to execute an Easement Deed and a Collateral

THE CITY OF PROVIDENCE, R.I.
CITY PROPERTY
APPROVES
PASSAGE
THE WITHIN RESOLUTION

1937" and numbered as follows: "D-95550-1, D-95666-1, L-95751, L-9576-1937" and numbered as follows: "D-95550-1, D-95666-1, L-95751, L-9576-

"1-2505-1 and E-10404-1"

REC'D AND PASSED
DEC 5 1 1968
BY CITY COUNCIL

~~Handwritten signature~~

7
10
11
12
13

NOV 30 2 21 PM '78
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
PROVIDENCE, R.I.

Councilman Teedman and Councilman Baschakus (By Request)

LAW OFFICES
WILLIAM J. MCGAIR
INDUSTRIAL BANK BUILDING
111 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND 02903

SUITE
1212

TELEPHONE
751-1500

November 28, 1978

Mrs. Rose M. Mendonca, City Clerk
City of Providence
City Hall
Providence, Rhode Island

Re: The Narragansett Electric Company

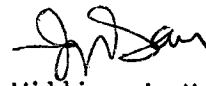
Dear Mrs. Mendonca:

Enclosed herewith please find the following:

1. Original and nine copies of a resolution granting a perpetual easement to The Narragansett Electric Company.
2. Original and two copies of a proposed Easement Deed.
3. Original and two copies of a Collateral Agreement.
4. Original and nine copies of an explanation sheet which is an overview of the transaction.

Will you kindly see that the resolution is placed on the docket for the next Council meeting.

Very truly yours,



William J. McGair

WJM:en
Encs

ccs: The Honorable Vincent A. Cianci, Jr.,
Mayor, City of Providence
Ronald Glantz, Esq.
Mr. Peter P. Granieri, Jr., P. E.
Mr. John Doherty, Chairman, WSB
Mr. James Reilly, New Eng. Power
Mr. Vincent Cirelli, Councilman

The City of Providence Water Supply Board has agreed to grant The Narragansett Electric Company a perpetual easement to construct and maintain electrical transmission lines over and under 94.53 acres of Foster, Rhode Island, watershed surrounding the Barden Reservoir. If a uniform right-of-way width of 350 feet is assumed, the effective distance of the crossing is 2.2 miles.

In consideration for the easement, The Narragansett Electric Company has agreed to pay forthwith to the City of Providence the sum of \$30,000. and in addition will pay all the real estate taxes on the right-of-way acreage; naturally, it also pays all personal property taxes on the transmission lines. The Water Supply Board retains the right to all the timber in the easement area.

Further, the Electric Company has agreed to various restrictions of its normal methods of operation to facilitate the Board's management of the watershed. It agrees, for example, to cooperate with the Board in security matters, generally, and to leave buffer screens and to install gates, specifically. It has also agreed to subject all clearing, excavating, and chemical usage to the Board's prior approval.

extra
Copies

3 A

CITY OF PROVIDENCE, Providence County, Rhode Island, a municipal corporation, created by the General Assembly of State of Rhode Island, (hereinafter called the Grantor) for consideration paid, grants to THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation, (hereinafter called the Grantee) its successors and assigns, with quitclaim covenants, the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, (1) lines of towers or poles or both (which may be erected at different times) with wires and cables strung upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including a buried ground wire; and also, (2) a line or lines of buried cable or conduits or both (which may be laid at different times) together with all necessary manholes, equipment and appurtenances thereto and such footbridges, causeways and ways of access, if any, as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines over, across, upon, through and under six certain strips of its land, each 350 feet in width, located in Foster, Providence County, Rhode Island, and shown as "shaded" on six individual plans, each entitled "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING EASEMENT ACROSS LAND IN FOSTER, RHODE ISLAND TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY CITY OF PROVIDENCE SCALE 1"=200'

DATE APRIL 22, 1977" and numbered as follows: "D-9550-1, D-9566-1, L-9275-1, L-9276-1, L-9262-1 and E-10464-1", to be recorded herewith, copies of which are attached hereto and made a part hereof.

Also the perpetual right and easement from time to time, without further payment therefor, to clear and keep cleared by physical, chemical or other means, said strips of trees, underbrush and structures (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, add to and otherwise change the lines of towers, poles, cables or conduits or either or all of them and each and every part thereof and all appurtenances thereto, and the location thereof within said strips; and to excavate so much thereof as may be necessary in order to construct, lay, repair, maintain, operate, renew, replace, add to and otherwise change said lines of buried cables and appurtenances and any additional lines of buried cables and appurtenances that may at any time hereafter be installed and laid; and said underground conduits with necessary manhole openings that may at any time hereafter be constructed and laid across, through and under said strips; and to pass along said strips to and from the adjoining lands.

The Grantee agrees that the location and construction specifications of all underground installations are subject to prior approval by the Grantor and the Grantor agrees that such approval will not be unreasonably withheld.

The Grantee further agrees that it will not use the access roads

of the Grantor unnecessarily; and the Grantee will repair any damages done to said roads within a reasonable time after completion of said construction.

The Grantor for itself, its successors and assigns, hereby covenants and agrees with the Grantee, its successors and assigns, that no act will be permitted within said strips which is inconsistent with the rights hereby granted; that no buildings or structures will be erected or constructed upon said strips; and that the present grade or ground level of said strips will not be changed by excavation or filling.

It is agreed that the rights and easements herein granted are compatible with the Grantor's primary purpose of ownership and the Grantee covenants and agrees with the Grantor, its successors and assigns, that it will permit no act in the exercise of said rights and easements on said Grantor's premises which is inconsistent with said primary purpose of ownership.

It is agreed that the lines of towers, poles, cables and conduits shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. The Grantee will patrol, maintain and keep in good repair all its property located within the limits of said easement right of way.

It is the intention of the Grantor to convey to the Grantee, the perpetual right and easement to construct, operate and maintain transmission lines as herein described, and to make such rights and easements assignable,

and the Grantor, for itself, its successors and assigns, hereby agrees to execute, acknowledge and deliver to the Grantee, its successors and assigns, such further deeds or instruments as may be necessary to secure to it the right and easement intended to be herein conveyed.

IN WITNESS WHEREOF, the said CITY OF PROVIDENCE has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____ being thereunto duly authorized, this _____ day of _____, 1977.

CITY OF PROVIDENCE

By _____

STATE OF RHODE ISLAND

Sc _____ In _____
in said County, on the _____ day of _____, 1977, 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 him executed to be the free act and deed of the CITY OF PROVIDENCE.

Notary Public

My commission expires _____

Handwritten signatures and initials in the bottom left corner.

D-9550-1

FORM 134-5-C

REVISIONS

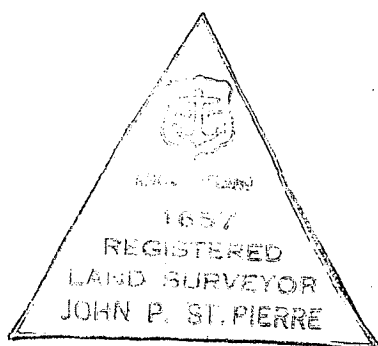
DESCRIPTION

ORIGINAL

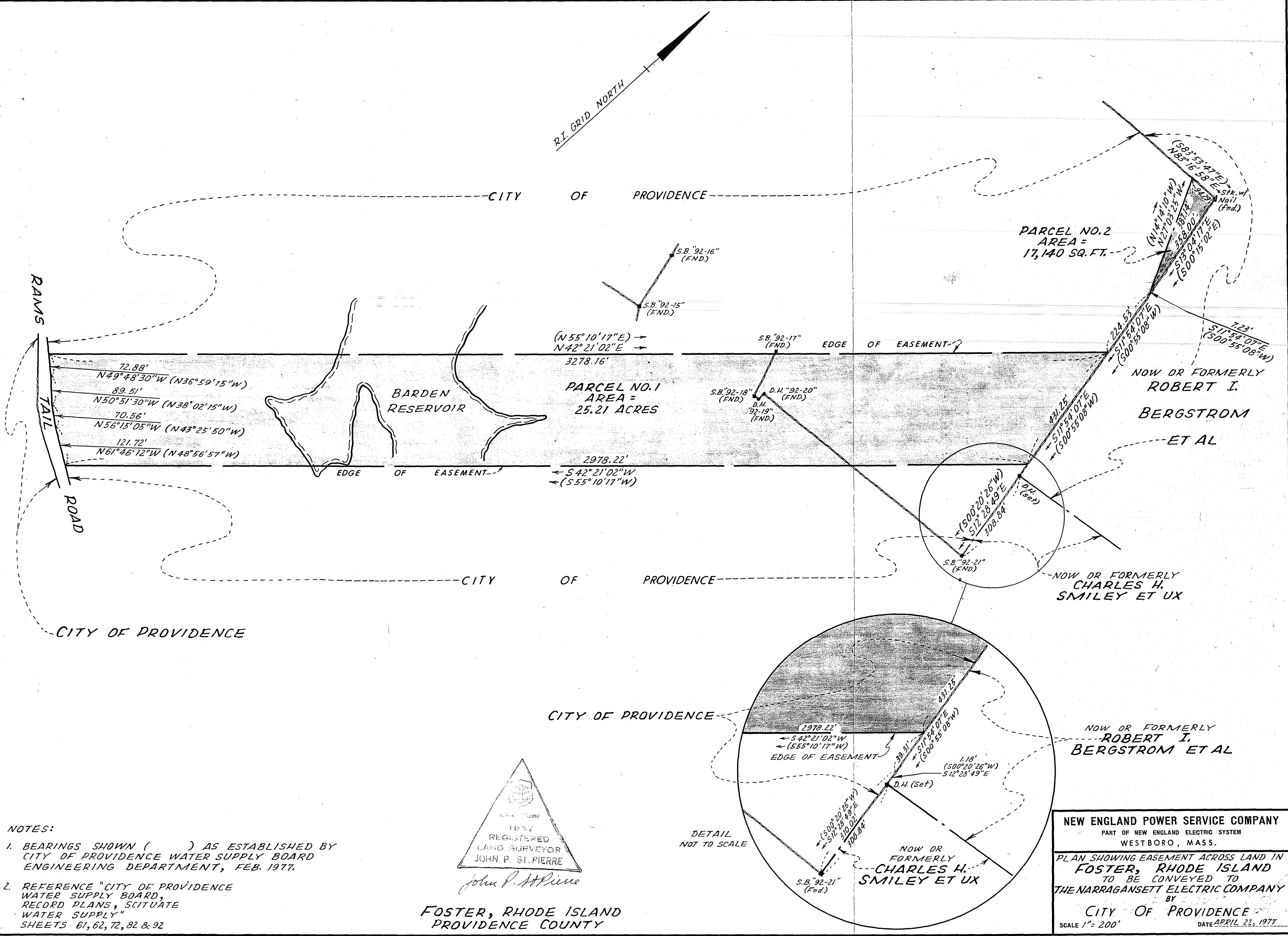
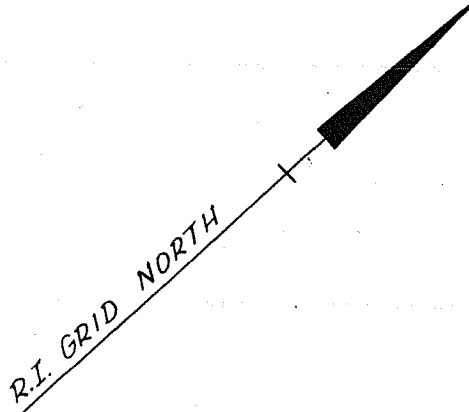
| DATE | BY | REV. | DATE | MADE | CHECKED | INSPECTED | CORRECT | APPROVED |
|-----------|----|------|------|------|---------|-----------|---------|----------|
| DESIGNED | 1 | | | | | | | |
| CHECKED | 2 | | | | | | | |
| DRAWN | 3 | | | | | | | |
| CHECKED | 4 | | | | | | | |
| INSPECTED | 5 | | | | | | | |
| CORRECT | 6 | | | | | | | |
| APPROVED | 7 | | | | | | | |
| APPROVED | 8 | | | | | | | |

NOTES:

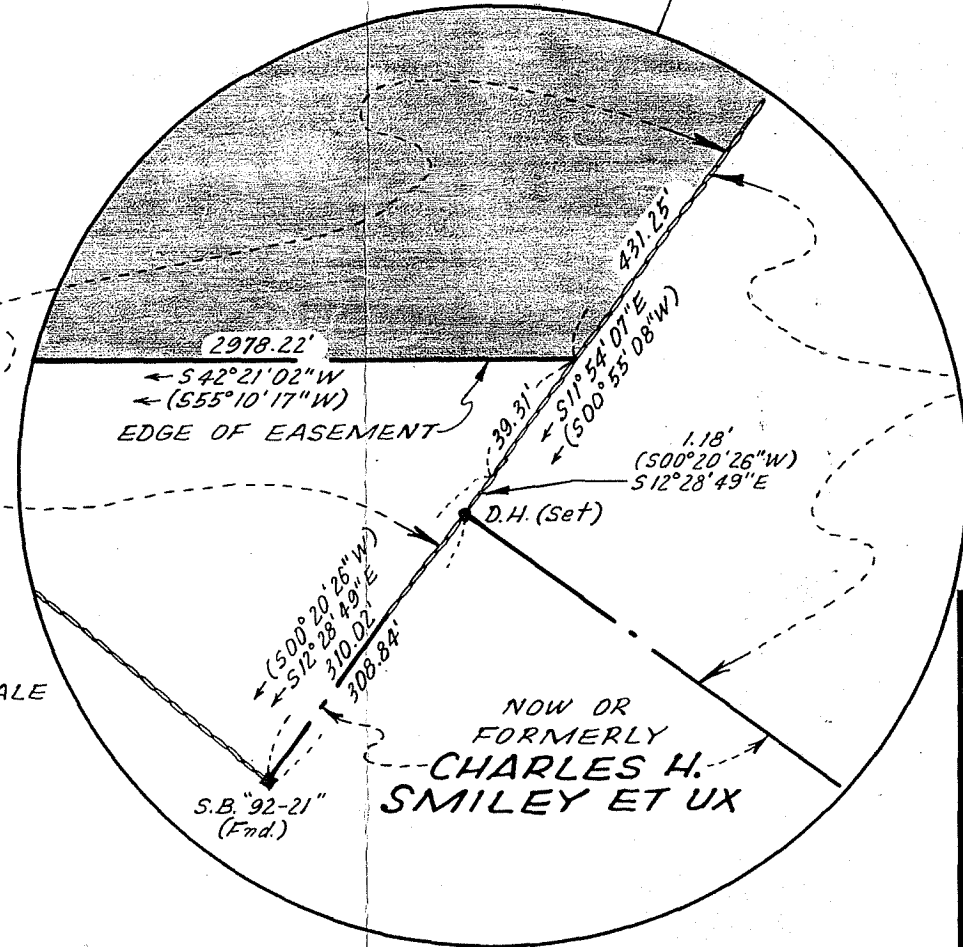
- BEARINGS SHOWN () AS ESTABLISHED BY CITY OF PROVIDENCE WATER SUPPLY BOARD ENGINEERING DEPARTMENT, FEB. 1977.
- REFERENCE "CITY OF PROVIDENCE WATER SUPPLY BOARD, RECORD PLANS, SITUATE WATER SUPPLY" SHEETS 61, 62, 72, 82 & 92



FOSTER, RHODE ISLAND
PROVIDENCE COUNTY



DETAIL
NOT TO SCALE



NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEM
WESTBORO, MASS.

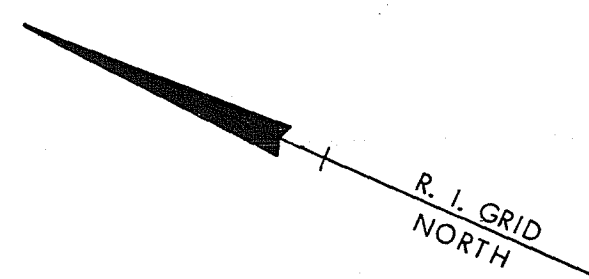
PLAN SHOWING EASEMENT ACROSS LAND IN
FOSTER, RHODE ISLAND
TO BE CONVEYED TO
THE NARRAGANSETT ELECTRIC COMPANY
BY
CITY OF PROVIDENCE
SCALE 1" = 200' DATE APRIL 23, 1977

INCHES ON ORIGINAL

INCHES ON ORIGINAL

D-9550-1

D-9566-1



NOTES:

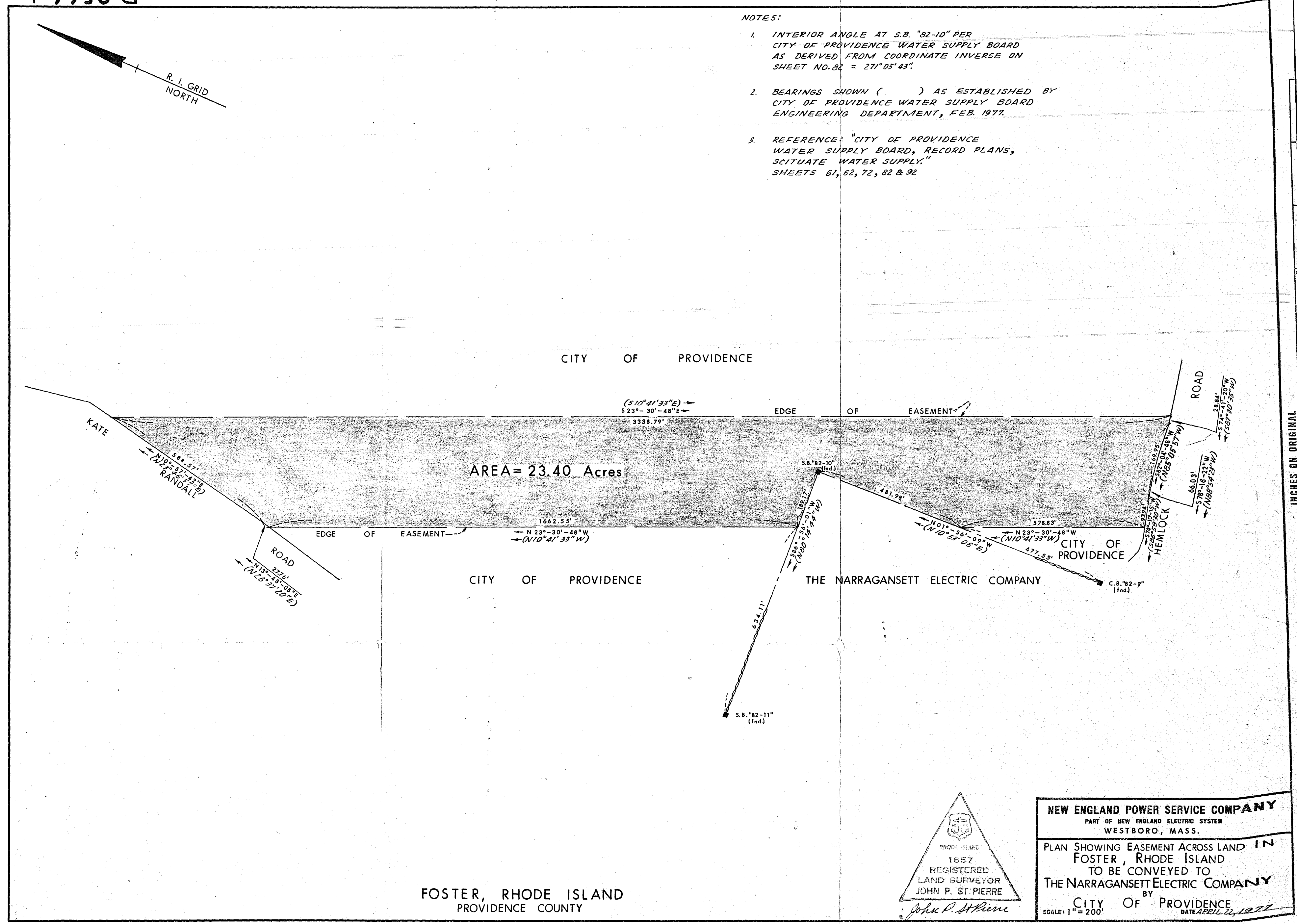
1. INTERIOR ANGLE AT S.B. "82-10" PER CITY OF PROVIDENCE WATER SUPPLY BOARD AS DERIVED FROM COORDINATE INVERSE ON SHEET NO. 82 = 271° 05' 43"
2. BEARINGS SHOWN () AS ESTABLISHED BY CITY OF PROVIDENCE WATER SUPPLY BOARD ENGINEERING DEPARTMENT, FEB. 1977.
3. REFERENCE: "CITY OF PROVIDENCE WATER SUPPLY BOARD, RECORD PLANS, SCITUATE WATER SUPPLY," SHEETS 61, 62, 72, 82 & 92

REVISIONS

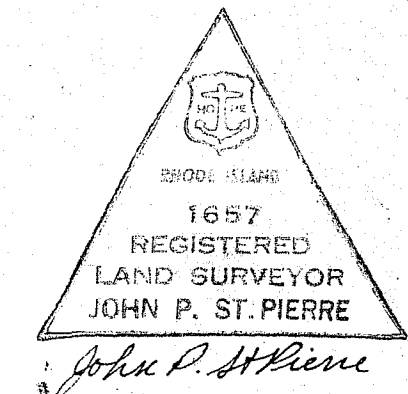
DESCRIPTION

ORIGINAL

| DATE | BY | REV. | DATE | MADE | CHECKED | INSPECTED | CORRECT | APPROVED |
|-----------|----|------|------|------|---------|-----------|---------|----------|
| DESIGNED | 1 | | | | | | | |
| CHECKED | 2 | | | | | | | |
| DRAWN | 3 | | | | | | | |
| CHECKED | 4 | | | | | | | |
| INSPECTED | 5 | | | | | | | |
| CORRECT | 6 | | | | | | | |
| APPROVED | 7 | | | | | | | |
| APPROVED | 8 | | | | | | | |



FOSTER, RHODE ISLAND
PROVIDENCE COUNTY



NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEM
WESTBORO, MASS.

PLAN SHOWING EASEMENT ACROSS LAND IN
FOSTER, RHODE ISLAND
TO BE CONVEYED TO
THE NARRAGANSETT ELECTRIC COMPANY
BY
CITY OF PROVIDENCE
SCALE: 1" = 200'
DATE: APRIL 22, 1977

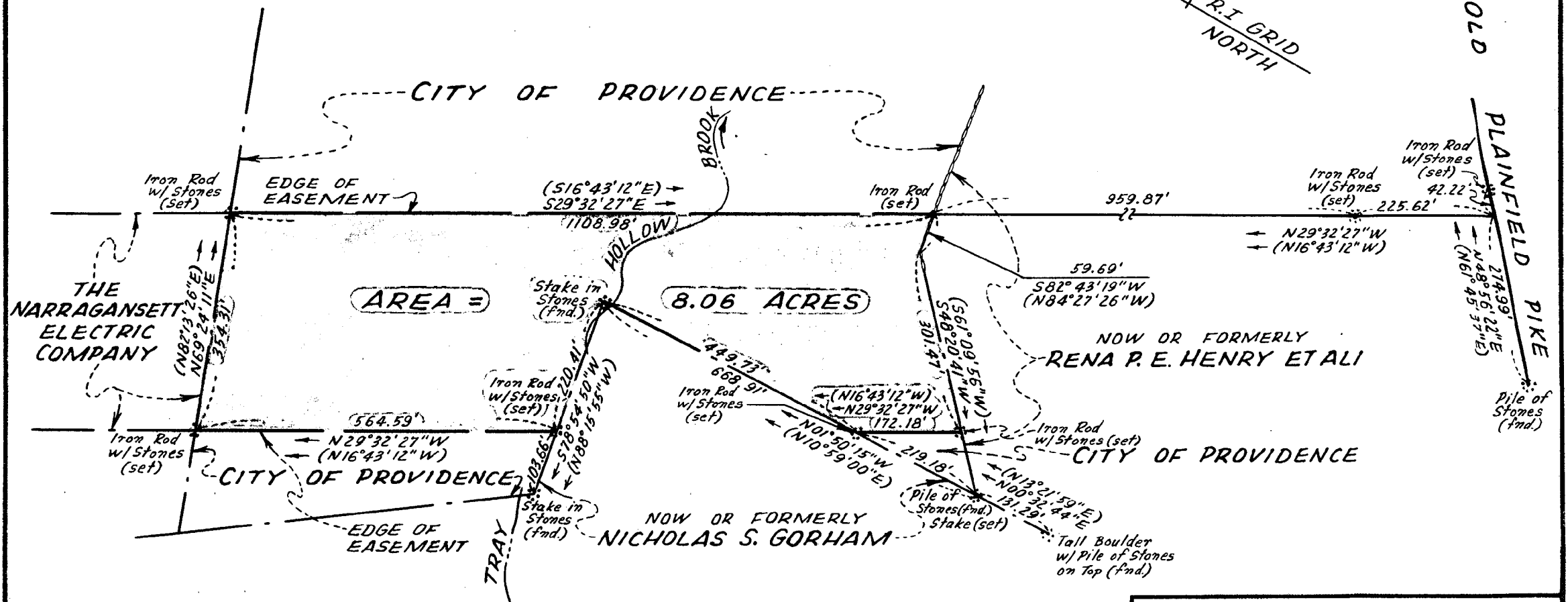
INCHES ON ORIGINAL

D-9566-1

L-9275-1

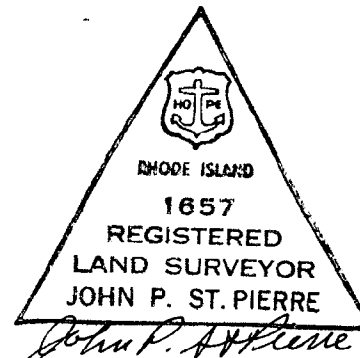
FORM 184-9C-L-3-83

FOSTER, RHODE ISLAND
PROVIDENCE COUNTY



NOTES:

1. REFERENCE: "CITY OF PROVIDENCE WATER SUPPLY BOARD, RECORD PLANS, SCITUATE WATER SUPPLY." SHEETS 61, 62, 72, 82 & 92
2. BEARINGS SHOWN () AS ESTABLISHED BY CITY OF PROVIDENCE WATER SUPPLY BOARD ENGINEERING DEPARTMENT, FEB. 1977.

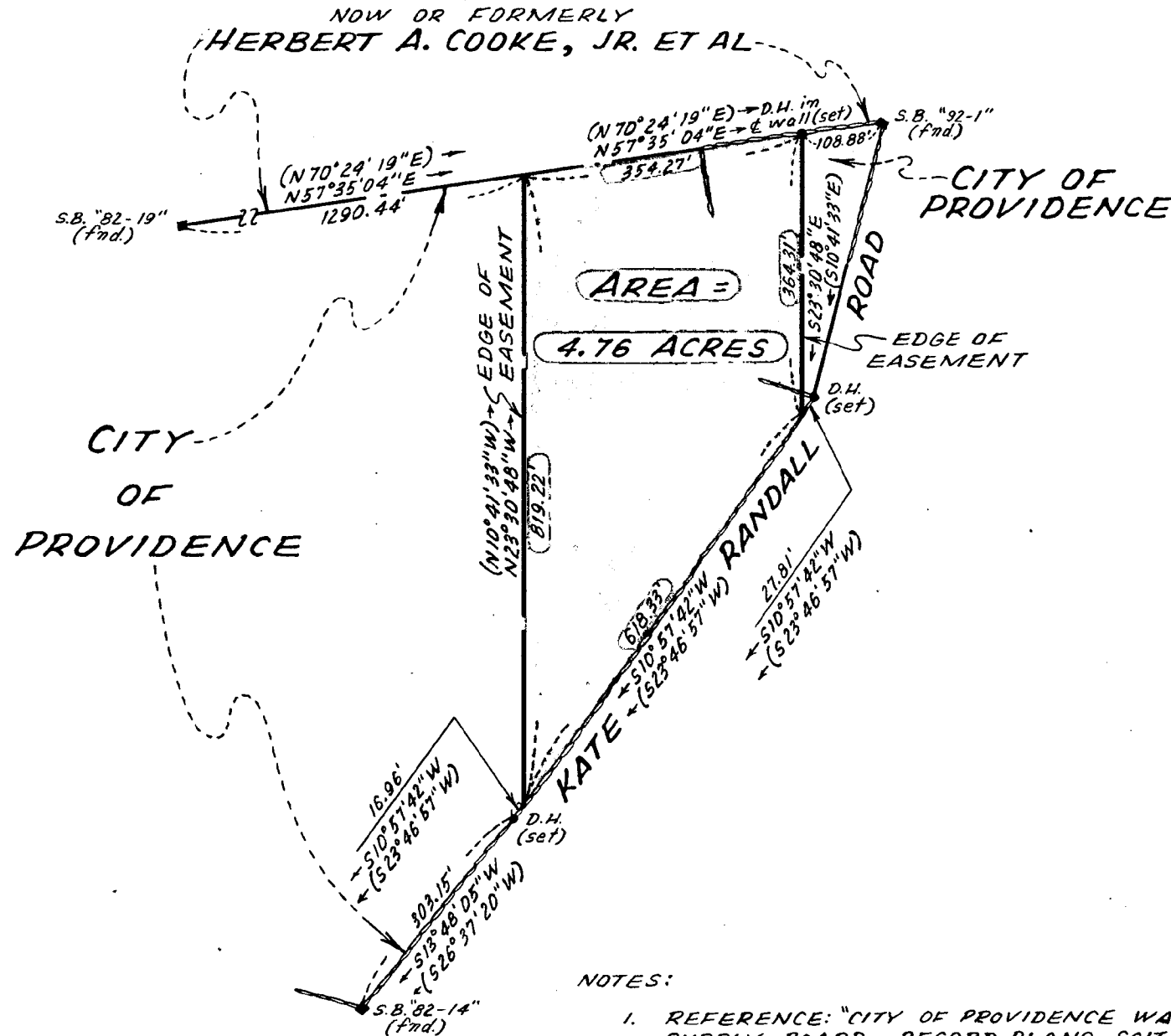


NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEM
WESTBORO, MASS.

PLAN SHOWING EASEMENT
ACROSS LAND IN
FOSTER, RHODE ISLAND
TO BE CONVEYED TO
THE NARRAGANSETT ELECTRIC COMPANY
BY
CITY OF PROVIDENCE
SCALE 1" = 200' DATE APRIL 22, 1977

INCHES ON ORIGINAL

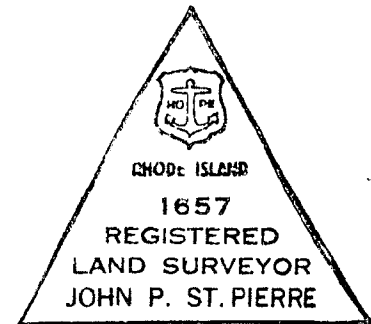
L-9275-1



NOTES:

1. REFERENCE: "CITY OF PROVIDENCE WATER SUPPLY BOARD, RECORD PLANS, SCITUATE WATER SUPPLY." SHEETS 61, 62, 72, 82 & 92
2. BEARINGS SHOWN () AS ESTABLISHED BY CITY OF PROVIDENCE WATER SUPPLY BOARD ENGINEERING DEPARTMENT, FEB. 1977.

FOSTER, RHODE ISLAND
PROVIDENCE COUNTY



John P. St. Pierre

NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEM
WESTBORO, MASS.

PLAN SHOWING EASEMENT
ACROSS LAND IN
FOSTER, RHODE ISLAND
TO BE CONVEYED TO
THE NARRAGANSETT ELECTRIC COMPANY

BY
CITY OF PROVIDENCE

SCALE 1" = 200'

DATE APRIL 22, 1977

INCHES ON ORIGINAL

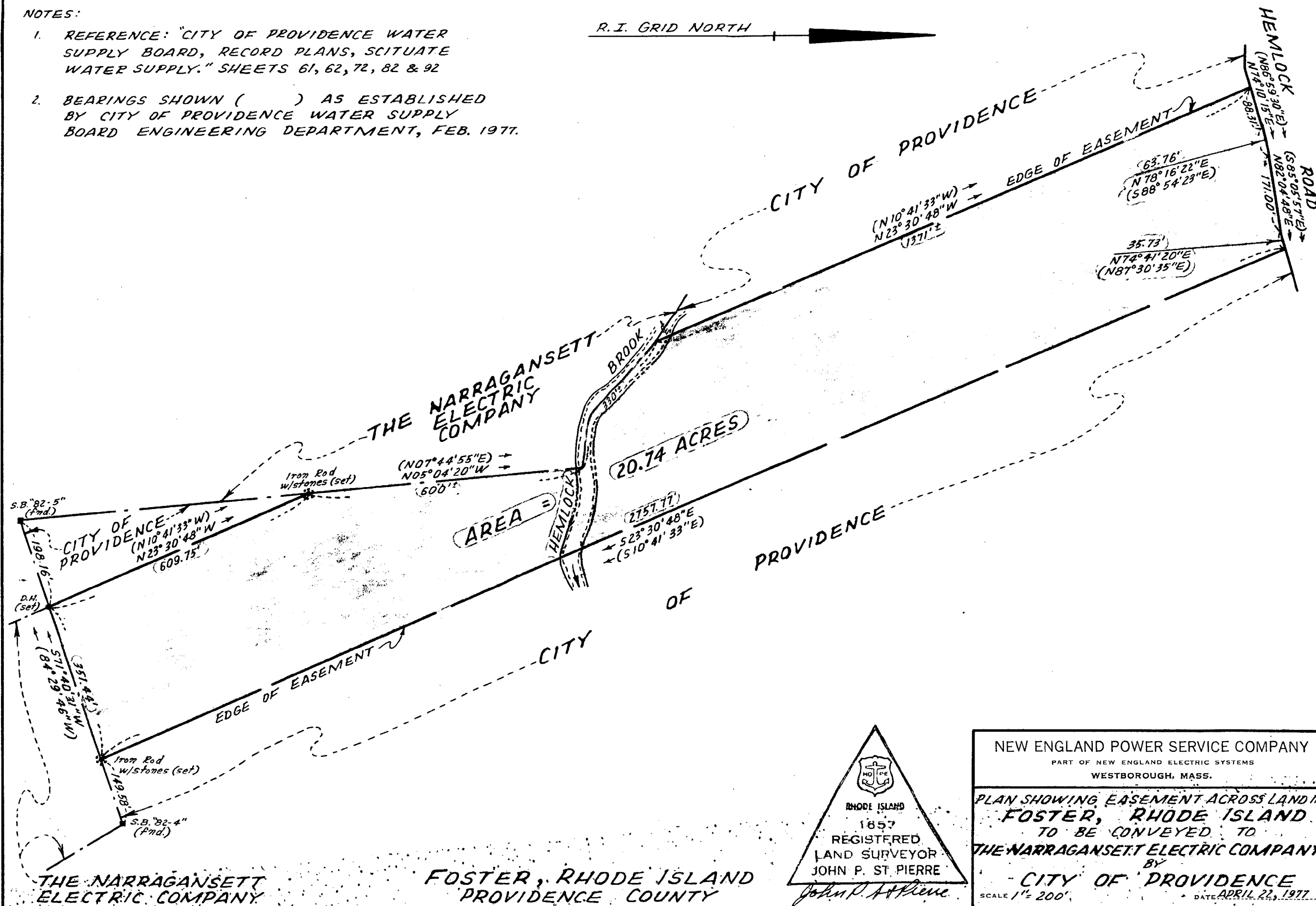
L-9276-1



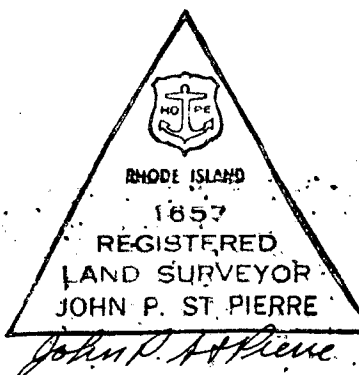
NOTES:

1. REFERENCE: "CITY OF PROVIDENCE WATER SUPPLY BOARD, RECORD PLANS, SCITUATE WATER SUPPLY." SHEETS 61, 62, 72, 82 & 92
2. BEARINGS SHOWN () AS ESTABLISHED BY CITY OF PROVIDENCE WATER SUPPLY BOARD ENGINEERING DEPARTMENT, FEB. 1977.

R.I. GRID NORTH



INCHES ON ORIGINAL



NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEMS
WESTBOROUGH, MASS.

PLAN SHOWING EASEMENT ACROSS LAND IN
FOSTER, RHODE ISLAND
TO BE CONVEYED TO
THE NARRAGANSETT ELECTRIC COMPANY
BY
CITY OF PROVIDENCE
SCALE 1" = 200' DATE APRIL 22, 1977

NOTED

INCHES ON ORIGINAL

B

WHEREAS, the CITY OF PROVIDENCE, Providence County, Rhode Island, a municipal corporation (hereinafter referred to as the Providence Water Supply Board) is willing to grant to THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation, certain easements for electric transmission purposes, over, across, under and through certain strips of its land in Foster, Providence County, Rhode Island; and

WHEREAS, The Narragansett Electric Company, in consideration of said easements, will perform certain acts and conditions along said strips as follows:

The Narragansett Electric Company will install and maintain, at its own expense, approximately fourteen (14) standard farm fence gates crossing said easement right of way. The final location, size, type and number are to be designated and approved by the Providence Water Supply Board.

The Narragansett Electric Company agrees that it will consult with the Providence Water Supply Board in regard to the possibility of any future security problems which might be related to or arise from the exercise of the rights granted in said easement deed; and both parties agree that said consultation will be done in good faith and both parties will cooperate with each other in order to arrive at a satisfactory solution.

The Narragansett Electric Company will leave a buffer screen of trees at every road crossing of the property of the Providence Water Supply Board where trees are presently existing.

The Narragansett Electric Company agrees that it will do everything it can to minimize erosion during construction; The Narragansett Electric Company will try to preserve a buffer strip of vegetation of reasonable depth at all streams and reservoir crossings. The Narragansett Electric Company will plant shrubs at said crossings where existing vegetation is damaged during construction.

The Narragansett Electric Company agrees that if the wall dividing the property of the Providence Water Supply Board and the Bergstrom property and the property of the Providence Water Supply Board and the property of the estate of Clarence Cook are moved or destroyed, it will install a gate at these locations with the approval of the Providence Water Supply Board.

The Narragansett Electric Company agrees that it will notify the Providence Water Supply Board in writing, by mail, when it intends to begin clearing operations. After receipt of said notice, the Providence Water Supply Board and The Narragansett Electric Company will visit and inspect said premises to determine the best method of disposal of timber, cordwood and brush.

If The Narragansett Electric Company gives the Providence Water Supply Board an 18 month prior notice of the proposed clearing of the right of way, the Providence Water Supply Board will arrange for its contractor to cut the merchantable timber and sell such timber. Tree stumps will not be removed from the cut right of way.

If The Narragansett Electric Company does not give an 18 month prior notice to the Providence Water Supply Board so that it may have the opportunity

to cut the timber, The Narragansett Electric Company will cut the timber into commercial lengths and set it beyond the easterly edge of the cleared right of way for sale by Providence Water Supply Board.

Merchantable timber will be 16'-6" in length with a 6" tip. Cordwood will be 4' in length with a 4" butt. All timber below 4" will be stacked in a windrow or chipped. Such methods will be left to the option of the Providence Water Supply Board. There will be no burning on the premises.

If chemicals are to be used in maintaining the right of way, then the arborists of both parties will meet and determine the type of chemical to be used and final approval of the chemical to be used must be given by the Providence Water Supply Board.

It is agreed by the parties hereto that prior to cutting the timber in the right of way, the location of the power line circuit to be constructed will be staked out approximately every 100 feet along the line. Each edge of the proposed portion of right of way to be cleared will also be staked. If desired, the location of the edge of the easement will be staked by the Providence Water Supply Board.

And also, it is understood and agreed that the Providence Water Supply Board will have final approval as to place and method of access to the swamp area location off Ram's Tail Road and abutting the west side of Barden Reservoir.

Finally, The Narragansett Electric Company, as further consideration for said easements, covenants and agrees for itself, its successors and

assigns, that from and after the date of said easement deed and during the term thereof, it will be responsible for and will reimburse said Providence Water Supply Board for an amount equal to the real estate taxes assessed by the Town of Foster on an area totalling that of said six strips of land described in said easement deed. It is agreed that the Providence Water Supply Board shall pay said taxes and that within thirty days of its sending a receipt of said tax payment to the Treasurer of The Narragansett Electric Company at its usual place of business, The Narragansett Electric Company shall reimburse said Providence Water Supply Board for the percentage of the tax paid by it on its unimproved real estate within and contiguous to said strips that the area of said strips is to the Providence Water Supply Board's said total area assessed. The Providence Water Supply Board agrees that The Narragansett Electric Company may join in any suit or that it may bring to contest the validity and/or the amount of any assessment of said real estate taxes.

IN WITNESS WHEREOF, CITY OF PROVIDENCE has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by

_____ and THE NARRAGANSETT ELECTRIC COMPANY

has caused its corporate seal to be hereto affixed and these presents to

be signed in its name and behalf by _____, its _____

and by _____, its _____, being thereunto

duly authorized, this _____ day of _____, 1977.

CITY OF PROVIDENCE

By _____

THE NARRAGANSETT ELECTRIC COMPANY

By _____

By _____

871
DMC
PMU
AAA