

# RESOLUTION OF THE CITY COUNCIL

*No.* 190

*Approved* May 4, 2005

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant three easements and one license, in one or more documents in a form satisfactory to the City Solicitor, in accordance with the Amended Petition presented by Capital Properties, Inc., and Intercontinental Builders Corp., (collectively, the "Petitioner"), to the joint meeting of the Providence City Council Committees on City Property and Public Works on April 14, 2005, to wit:

1.           A. Utility Easement: In consideration of the payment of One Thousand Two Hundred Ninety-Six (\$1,296.00) Dollars, and maintenance of the constructed utilities, an easement permitting the installation of utilities, including, but not limited to, electrical, water, sewer, gas, and communications services, as delineated in said Amended Petition on Drawing E-2, as Easements 1, 2 and 3, comprising, approximately one hundred and eight (108) feet in total along Park Row West and Exchange Street, being adjacent to the proposed improvements to be made on Parcel 2 of the Capital Center, so-called, in the City of Providence, to be further described in a form satisfactory to the City Solicitor.

              B. Handicap Ramp: In consideration of One (\$1.00) Dollar, the right of the general public to freely use the constructed handicap ramp, the agreement of the Petitioner, to maintain the handicap ramp and to provide general liability insurance naming the City of Providence as additional insured as its interest may appear, with a certificate evidencing such insurance being submitted to the Department of Public Property annually, an easement permitting the construction of a handicap ramp, for ingress and egress into the proposed improvements on Parcel 2 of the Capital Center, so-called, but also to the amphitheater in Waterplace Park, thereby permitting access to handicapped persons to the benefits of entertainment presented at said amphitheater for the first time since the dedication of Waterplace Park, as delineated in the Amended Petition on Drawing E-2, as the "Ramp Easement", comprising approximately one thousand nine hundred and fifty-one (1,951') square feet in Waterplace Park, to be further described in a form satisfactory to the City Solicitor.

              C. Earth Support System ES-1 Easement and License: In consideration of the payment of Thirty Thousand (\$30,000.00) Dollars and agreement to maintain the sidewalks adjacent to the proposed improvements to be made on Parcel 2 of the Capital Center, so-called, along Park Row West and Exchange Street in the City of Providence, an easement for the construction and permanent placement of sheet pile walls as delineated in the Amended Petition on Drawing ES-1, extending approximately two (2) feet under the sidewalks along said Park Row West and Exchange Street, to be further described in a form satisfactory to the City Solicitor; and, a license, for a period

IN CITY COUNCIL  
FEB 3 2005  
FIRST READING

REFERRED TO COMMITTEE ON  
PUBLIC WORKS & City Property

Claire Bullock CLERK  
First Deputy

THE COMMITTEE ON

Public Works & City Property,  
Recommends *jointly*

Anne M. Steen  
4-7-05. Clerk

THE COMMITTEE ON  
PUBLIC WORKS & City Property  
Approves Passage of  
The Within Resolution

Anne M. Steen  
4-14-05 Clerk

not to exceed three (3) years from the effective date of this resolution, for the construction of tie-backs and anchors extending various distances under the sidewalks and roadways along and constituting Park Row West and Exchange Street, to be further described in form satisfactory to the City Solicitor.

2. Petitioner shall pay for the reasonable cost of the City of Providence's outside appraisers for the research and preparation of those appraisals of the easements/license, dated April 14, 2005, and submitted into evidence at said joint meeting of the Committees on Public Property and Public Works aforementioned.

3. Any and all easements granted pursuant to this resolution shall be deemed to run with the land and shall be binding on and for the benefit of any successors in title and the easements and the license or a memorandum, or memorandums, of same shall be recorded by the Petitioner at its sole cost, in the Office of Land Records for the City of Providence.

4. Upon the express opinion of the Law Department, it is determined that "stairway" shown in the Amended Petition on Drawing ES-2 does not interfere with the City of Providence's easement along the Woonasquatucket River, adjacent to Parcel 2 of the Capital Center, so-called, designated as the Riverwalk.

5. Upon the express opinion of the Law Department, it is determined that the "overhangs" shown in the Amended Petition on Drawing ES-3 do not constitute an interference with the property interests of the City of Providence but are subject to its zoning ordinances and permitting procedures.

6. Upon the express opinion of the Law Department, it is determined that the Earth Support System, as described above, situated in Waterplace Park as shown in the Amended Petition on Drawing ES-1 is being constructed as a matter of right by Petitioner under the terms of that certain agreement, dated March 24, 1992, by and among the City of Providence, Capital Properties, Inc., and others in the formation of Capital Center, so-called.

7. Any breakout of walkway, sidewalk and/or roadway necessary for installation, construction and/or repair or replacement shall be resurfaced/rehabilitated in accordance with relevant ordinances and industry standards all to the reasonable satisfaction of the Director of the Department of Public Works, and in the case of the Riverwalk duplicating the existing surface.

8. Petitioner shall ensure the continuing integrity of existing structures of any existing utility company in the areas affected by their construction of the proposed improvements on Parcel 2 of the Capital Center, so-called.

9. Petitioner shall execute an indemnification and hold-harmless agreement with the City of Providence in such a form satisfactory to the City Solicitor.

10. Petitioner recognizes the applicability of Sections 23-107, 23-108 and 23-190 of the Providence 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.

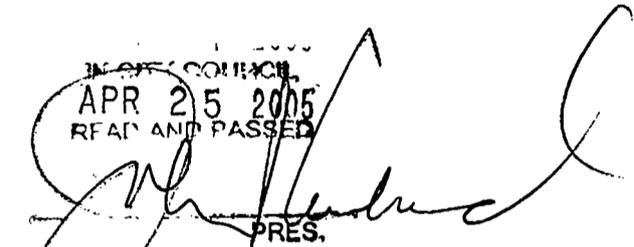
Petitioner, and its successors, agrees to comply with the same.

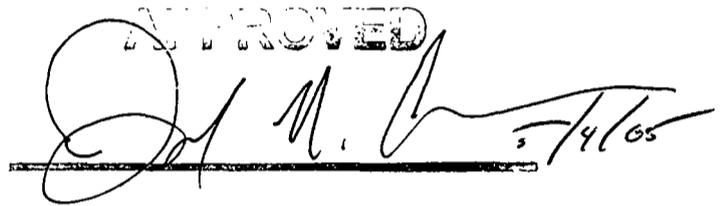
11. The easements shall be executed, delivered and accepted upon the express terms covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and insure to the benefit of the City of Providence and Petitioners and their respective successors, heirs, legal representatives, and assigns, as the case may be. The easements shall to be governed by and construed in accordance with the laws of

the State of Rhode Island. The easements may not be amended or modified except pursuant to a written instrument signed by all parties thereto.

12. Such other terms and conditions as may be reflected in the record and minutes of the joint meeting of the City Council Committees on Public Property and Public Works, and/or as may be reasonably deemed appropriate by the Mayor or the City Solicitor.

13. This resolution shall take upon its passage.

IN CITY COUNCIL  
APR 25 2005  
READ AND PASSED  
  
PRES.  
Michael B. Clement  
CLERK 

APPROVED  
  
5/4/05  
MAYOR

**CITY OF PROVIDENCE**  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**PETITION TO THE CITY COUNCIL**

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable

In pursuit of the development of that certain parcel located in the City of Providence and identified as Assessor's Plat 19, Lot 102, the owner, Capital Properties, Inc., and its long term lessee, Intercontinental Builders Corp. hereby respectfully requests the establishment of easements/licenses, including for proposed: Earth Support System; Utility, Stairway and Ramp System; all identified on Exhibits A and B respectively, attached hereto and incorporated herein by reference.

Any questions regarding these requests may be directed to:

Richard Libardoni  
Intercontinental Builder Corp.  
c/o INTERCONTINENTAL REAL ESTATE CORPORATION  
1270 Soldiers Field Road  
Boston, MA 02135-1003

Attached Drawings and Documents:

Exhibit A - Description of Proposed Earth Support Easement Plan.

ES-1 Prepared by Vanasse Hangen Brustlin, Inc. Depicting Proposed Earth Support Easement Plan.

Exhibit B - Description of Proposed Utility, Stairway and Ramp Easement Plan.

ES-2 Prepared by Vanasse Hangen Brustlin, Inc. Depicting Proposed Utility, Stairway and Ramp Easement Plan.

Letter from Cox Communication to Intercontinental Developers, Inc., dated September 2, 2004, regarding Sheet piling and Anchors for Waterplace Parcel II (Proposed).

Letter from Cox Communication to Intercontinental Developers, Inc., dated September 2, 2004, regarding Broadband Service Availability for Waterplace Parcel II (Proposed).

Letter from Narragansett Electric to Intercontinental Developers, Inc, dated September 1, 2004, regarding Tieback, Parcel 2.

Letter from Verizon to Intercontinental Developers, Inc, dated September 3, 2004, regarding Sheet piling, Tiebacks and Anchors along Park Row West and Exchange Street, Providence, Rhode Island.

Letter from Intercontinental Developers, Inc. to Verizon, dated August 16, 2004, regarding Tiebacks, Parcel 2 in Providence, Rhode Island.

*Exhibits and documents continued on next page.*

Letter from Providence Water to Intercontinental Developers, Inc., dated August 26, 2004, regarding Sheet piling and Anchors for Waterplace Parcel II, Providence, Rhode Island.

Letter from New England Gas Company to Intercontinental Developers, Inc., dated August 25, 2004, regarding Excavation Support Layout for Waterplace Park, Parcel Two, Intersection of Exchange Street and Park Row West.

Easements:

Providence Rail Relocation Project Cooperative Agreement, dated January 27, 1982.

Agreement for Alternate Lateral Support, dated December 9, 1988.

Agreement for Alternate Lateral Support, dated December 29, 1988.

Easement Agreement, dated July 9, 1990.

Easement, dated May 9, 1991.

Easement Agreement, dated March 24, 1992.

## EXHIBIT A

Assessor's Plat 19, Lot 102, Intercontinental Builders Corp. respectfully requests that certain easements/licenses be established for Capital Properties, Inc, owner, as indicated on the attached drawing (ES 1, Proposed Earth Support Easement Plan) and further described as follows:

Construct sheet pile walls and anchors as soil support for Exchange Street and Park Row West.

- Easements located along the western right of way line of Exchange Street beginning at the north east corner of AP 19 Lot 102 and along the southerly right of way line of Park Row West beginning approximately 5.57 feet east of the northwestern most property line corner of AP 19 Lot 102. Said easements shall be used for the installation of (1) a 75 foot long, 0.77 foot wide sheet pile wall, along Exchange Street; and (2) a 225.0 foot long, 1.0 foot wide sheet pile wall along Park Row West.
- A license to install for soil support during construction for (1) 50 soil anchors ranging in length from 26.2 feet to 39.3 feet long and all are no more than 0.67 feet wide along Exchange Street and (2) 38 soil anchors ranging in length from 39.6 feet to 46.8 feet and all are no more than 0.67 feet wide along Park Row West.
- The total easement/license area is 2,519 square feet.

## EXHIBIT B

Assessor's Plat 19, Lot 102, Intercontinental Builders Corp. respectfully requests that certain easements be established for Capital Properties, Inc, owner, as indicated on the attached drawing (ES 2, Proposed Utility, Stairway, and Ramp Easement Plan) and further described as follows:

To install below grade drainage structures within the Right-Of-Way of Exchange Street and Park Row West, to construct a handicap accessible ramp on Assessor's Plat 19 Lot,131 currently owned by the City Of Providence known as Water Place Park, and to construct a stairway within the 20 foot river edge setback.

- Utility Easement 1 located within the right of way line of Exchange Street, at approximately 59.98 feet north of the south east corner of AP 19 Lot 102. Said easements shall be used for the installation of a 6 foot diameter, below grade drainage structure. The total easement area is 29.0 square feet.
  
- Utility Easement 2 located within the right of way line of Exchange Street, at approximately 189 feet north of the south east corner of AP 19 Lot 102. Said easements shall be used for the installation of a 10 foot by 4 foot, below grade drainage structure. The total easement area is 40 square feet.
  
- Utility Easement 3 located within the right of way line of Park Row West at approximately 19.68 feet east of the north west corner of AP 19 Lot 102. Said easements shall be used for the installation of a 7 foot diameter, below grade drainage structure. Total easement area is 39.0 square feet.
  
- Stairway encroachment into the perpetual 20 foot river walk easement previously granted to the City Of Providence located within AP 19 Lot 102. The easement is approximately 15.5 feet long by 3.0 feet wide. The total easement area is 47 square feet.
  
- Construct a handicap accessible ramp on AP 19 Lot 131 currently owned by the City Of Providence known as Water Place Park. Beginning at a point approximately 157 feet south of the north east corner of AP 19 Lot 131, extending into said lot for a maximum distance of 47.02 feet. Total easement area is 1,951 square feet.



## Department of Planning and Development

DAVID N. CICILLINE  
Mayor

March 17, 2005

Councilman Terrence M. Hassett, Chairman  
Committee on Public Works  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

**Re: Petition for Proposed Easements – A.P. 19, Lot 102 (Capital Center District Parcel 2)**

Dear Councilman Hassett:

The Department of Planning and Development staff has reviewed and evaluated the request of the Committee on Public Works for a recommendation on the proposed easements for Earth Support Systems, a Utility, Stairway and Ramp System, and Building Overhangs (associated with the development of the property) as Petitioned by Capital Properties, Inc. and Intercontinental Builders Corp.

The Department of Planning and Development has no objections to proposed easements and recommends to the Committee on Public work that the easements be granted.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris J. Ise".

Christopher J. Ise  
Principal Planner



**Department of Public Safety, Police Department**  
*"Building Pride in Providence"*

April 5, 2005

ANNA STETSON, 2<sup>nd</sup> DEPUTY CITY CLERK  
CITY CLERKS OFFICE  
CITY HALL,  
PROVIDENCE, RI.

After examining the accompanying documents and diagrams, the Providence Police Dept. has no objections to the granting of the easements as requested by Intercontinental Developers, Inc. in the development of Assessor's Plat 19, Lot 102.

Sincerely,

  
Capt. James T. Nolette  
Providence Police Dept.

George S. Farrell  
Fire Marshal



David N. Cicilline  
Mayor

George D. Calise  
Deputy Fire Marshal

David D. Costa  
Chief of Department

Providence Fire Prevention Division  
*"Smoke Detectors Save Lives"*

April 2, 2005

Councilman Terrence M. Hassett, Chairman  
Councilwoman Josephine DiRuzzo, Chairwoman  
Public Works Committee and City Property Committee, Jointly  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

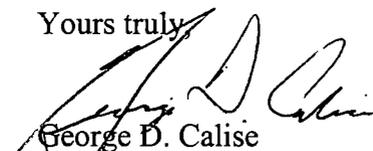
Re: Parcel #2 (a.k.a. Plat 19, Lot 102) Easements

Dear Councilman Hassett and Councilwoman DiRuzzo:

The Providence Fire Department has reviewed the petition submitted to Providence City Council by Intercontinental Builders Corp., regarding certain easements. The Fire Department has reviewed Exhibit A, an earth support easement, Exhibit B, a utility, stairway and ramp easement, as well as Exhibit C, an overhang easement. The Providence Fire Department offers no objection to the proposed easements.

If I may be of further assistance, please feel free to call.

Yours truly,

  
George D. Calise  
Deputy Fire Marshal

cc: Mr. Richard J. Libardoni  
Ms. Anna M. Stetson

JOHN D. NICKELSON, PE  
Director



DAVID N. CICILLINE  
Mayor

**Department of Public Works**  
*"Building Pride in Providence"*

March 7, 2005

Honorable Terrence N. Hassett  
Chairman of the Public Works Committee  
Providence City Council – City Hall  
Providence, RI 02903

**RE: Proposed Easements – Waterplace (Parcel 2)**

Dear Councilman Hassett:

This department has no objection to the proposed easements of Waterplace (Parcel 2) in conjunction with the attached plan, entitled "Prov., R.I.-P.W. Dept. – Engineering Office, Street Line Section, Plan No. 064770-Date: March 7, 2005.

Areas of easements occur on Exchange Street, Park Row West, Lot 131 and on the Riverwalk, which has a perpetual easement (Deed Book 2396-Page 11.) See-accompanying plan.

According to Informational Bulletin 2003.01 issued by Rhode Island State Board of Registration for Professional Land Surveyor, a road abandonment constitute a boundary change, and, as such, requires a Class 1 survey prepared by a Professional Land Surveyor, properly licensed by said board.

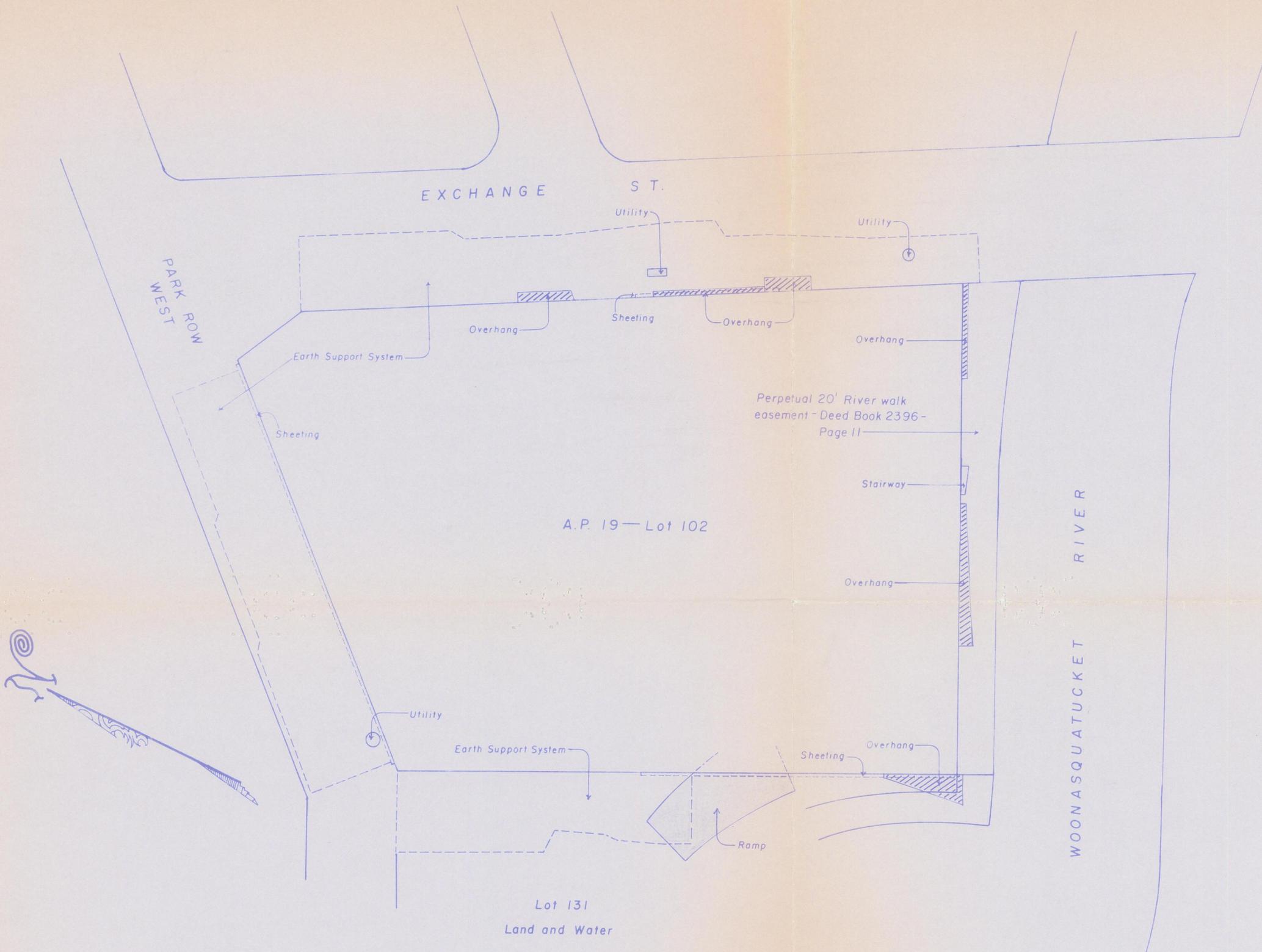
If we can further assist in this regard, please advise.

Very truly yours,

John D. Nickelson, PE  
Director

cc: M. Clement – City Clerk  
BB, GF, SZ-DPW  
A. Southgate, Esq. – Law Dept.  
T. Deller; W. Floriani - Planning

064770  
March 7, 2005



**WATERPLACE Parcel 2**  
Applicant to furnish as-built drawings  
showing actual dimensions & locations.

NOTES:  
Dashed line areas indicate proposed easements for Earth Support System. Total sq. footage= 3,407' ±  
Shaded areas indicate proposed utility, stairway and ramp easements. Total sq. footage= 2,106' ±  
Cross-hatched areas indicate proposed building overhang easements. Total sq. footage= 1,503' ±

WILLIAMS, R. L.  
easements, etc. Waterplace -  
Parcel 2  
A. Zisiades  
1"=40' 3-7-2005  
James A. Morris  
William J. Lombard



September 2, 2004

Intercontinental Developers, Inc.  
1270 Soldiers Field Road  
Boston, MA 02135-1003

Re: Sheet piling and Anchors for Waterplace Parcel II (Proposed)

We understand that Intercontinental Developers, Inc. is requesting permission to utilize sheet pile and anchor systems as a means of earth retention for the proposed Waterplace Parcel II project to be located on Plat Plan 19, Lot 102 in the City of Providence, Rhode Island.

Cox Communications has no objection to the use of said system provided that there is no adverse affect or impact on the overhead or underground Cox distribution systems in the area. In the event of adverse occurrence, all repair costs will be the responsibility of Intercontinental Developers, Inc. and/or their Contractors responsible for the damage.

Please feel free to contact me at (401) 615-1069 for assistance with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Desjarlais", written over a horizontal line.

Norman Desjarlais  
MDU Contract Executive  
Rhode Island



September 2, 2004

Intercontinental Developers, Inc.  
1270 Soldiers Field Road  
Boston, MA 02135-1003

Re: Broadband Service availability for Waterplace Parcell II (Proposed)

I have researched your proposed location for the project to be built on the site of Plat 19, Lot 102 in the City of Providence, Rhode Island per your site plan. I have found that cable service is provided in this area. Cox Communications will be able to assist you with this project once you have developed blueprints and the utility routing design for this project. Please contact me as soon as you have the project blueprints and utility routing design.

Please feel free to contact me at (401) 615-1069 for assistance with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Desjarlais", written over a horizontal line.

Norman Desjarlais  
MDU Contract Executive  
Rhode Island

# Narragansett Electric

A National Grid Company



September 1, 2004

Mr Richard Libardoni  
Intercontinental Builders Corp  
1270 Soldiers Field Road  
Boston, MA 02135-1003

**RE: Tieback, Parcel 2**

Dear Rich:

As a follow up to our meeting and conversations, I have forwarded your request and plans to our engineering department for review. Engineering has conducted their review and have the following information to pass along.

- It is the sole responsibility of the developer and its contractor to insure that Narragansett's facilities will not be damaged by the proposed construction, given the proposed method of installation (vibration/impact) and the nature of material into which the tiebacks are being installed.
- Any damage incurred to Narragansett's facilities as a result of sheeting or tieback wall installation shall be fully billable to, and reimbursed by, the developer and/or its contractor. The need for such repairs shall be determined by Narragansett. Damaged electric facilities shall be repaired to the satisfaction of Narragansett by work forces of Narragansett's choosing.
- Discovery of damage to Narragansett's facilities may not be immediately evident at the time of tieback and sheeting installation, and the developer and/or contractor's liability for such damage shall not be limited to the time of initial installation.
- The contractor must notify Narragansett's Contracts Coordinator, Ike Dayacap (401-784-7208), at least 48 hours in advance of construction to schedule a pre-construction meeting. Electric facilities must have already been marked by "Dig-Safe" prior to scheduling this pre-construction meeting.

As long as those stipulations are adhered to, Narragansett Electric does not object to the installation of the tiebacks.

If there are any questions, please feel free to contact me at (401)784-7404.

Thank you.

Cordially,

Kevin M Rennick  
Business Services

# VERIZON

Intercontinental Developers Inc.  
1270 Soldiers Field Road  
Boston, Massachusetts 02135-1003  
Tel.Co #: 617 782 2600

Re:Sheeting Piles, Tiebacks and Anchors along Park Row West and Exchange Street, Providence R.I.

Gentlemen:

We understand that Intercontinental Developers Inc. is applying for an easement to utilize sheet pile and anchor system as a means of earth retention for the Waterplace Parcel II, Parcel 2, Plot Plan 19, Lot No. 102. Verizon has no objection to the use of this system or the issuance of an easement provided that there are no adverse affects or impacts to Verizon underground or overhead communications systems. In the event of such an accurence all cost for repair to Verizon systems shall be born by Intercontinental Developers Inc. and/or the Contractors working said project.

Sincerely,



Paul Troia,  
Verizon Engineering

**INTERCONTINENTAL**

INTERCONTINENTAL DEVELOPERS, INC.  
1270 SOLDIERS FIELD ROAD  
BOSTON, MASSACHUSETTS 02135-1003  
TELEPHONE: 617-782-2600  
FACSIMILE: 617-782-9442

August 16, 2004

Paul Troia  
Engineer  
Verizon  
85 High Street, Floor 3  
Pawtucket, RI 02860

Re: Tiebacks, Parcel 2 in Providence, RI

Dear Paul;

As mentioned in our earlier meeting, Intercontinental is required to apply to the Providence City Council for an Easement to install Tiebacks below Park Row West and Exchange Street. Our application must include Verizon's approval to install as shown on the attached plans. Please note that there have been no changes since our earlier meeting other than the drawings are now more accurate and detailed.

Please find attached (1/2 size plans) for your review:

- SK 001, Typical Tieback Section (along Park Row West and Exchange Street)
- Drawing A-103, Architectural Garage Upper Level/Plaza Level Plan
- Drawings EW-1 thru EW-6, Geotechnical Plans showing Tiebacks locations
- Drawing C-2, Site Engineer Plan showing Garage Upper Level/Plaza Level Plan

I have also enclosed a full size copy of C-4, Site Engineer Utility Plan for easier identification of the existing conditions below the streets.

Tentative construction start is December, 2004 and you will be notified prior to. If any additional information is needed for your review or if As Built drawings after completion of the Tiebacks installation are desired for your files, please request.

If acceptable to you, please forward Verizon's approval in writing (Email, Fax or mail). I would greatly appreciate if received prior to August 25.

Thank you in advance.

Sincerely,



Richard J. Libardoni  
Construction Manager

ROBERT A. WALSH, JR.  
*Chairman*  
JOEL D. LANDRY, II  
*Vice Chairman*  
ALEXANDER D. PRIGNANO  
*Ex-Officio*  
CARISSA R. RICHARD  
*Secretary*  
FERNANDO S. CUNHA, ESQ.  
*Legal Advisor*



DAVID N. CICILLINE  
*Mayor*  
ROBERT J. KILDUFF, P.E., ESQ.  
*Chief Engineer & General Manager*  
JOSEPH DE LUCA  
*City Councilman*  
PETER S. MANCINI  
*City Councilman*  
JOSEPH D. CATALDI  
*Member*  
ANNE T. QUINTERNO  
*Member*

August 26, 2004

Mr. Richard J. Libardoni  
Intercontinental Developers, Inc.  
1270 Soldiers Field Road  
Boston, MA 02135-1003

Subject: Water Place Parcel II, Providence, RI

Dear Mr Libardoni,

Reference is made to Intercontinental Developers, Inc's letter dated August 16, 2004 and associated Project Progress Drawings Package.

Subsequent to Providence Water's review of same, Providence Water is pleased to provide the following comments;

1...The proposed perimeter sheeting and tie-back system as defined on Drawings SK-001, A-103, EW-1, EW-3, EW-4 and EW-6 is acceptable to Providence Water.

2...Drawing C-4 / Utility Plan....Providence Water has identified a possible conflict with/other utilities in the vicinity (South East corner) of where all other utilities (i.e. sewer or gas) either enter or exit the foundation wall. During the progress of design, Providence Water hereby requests updated copies of the profile of all utilities within the respective area.

Should you have any questions, concerns, or comments pertaining to any of the above, please do not hesitate to contact the undersigned.

Sincerely

  
Ronald Campbell  
Engineer / Project Manager.

cc: P. Gadoury, P.E., D. Hindley, N. Ripstein, Project File.

August 25, 2004

Richard J. Libardoni  
Construction Manager  
Intercontinental Developers, Inc.  
1270 Soldiers Field Road  
Boston, MA 02135-1003

Re: Excavation Support Layout for Waterplace Park, Parcel Two, Intersection of Exchange Street and Park Row West

Dear Richard:

Based on the plan set you sent on August 16, from ADD, Inc. and Vanasse Hangen Brustlin, Inc. for review and our records, New England Gas Company (NEGC) concludes that several gas mains located along Exchange Street and Park Row West are in close proximity to proposed earth support systems and construction must be approached with care. Furthermore, our records indicate there are two gas service laterals, which enter the property from Park Row West that will have to be cut off and abandoned, by NEGC, before the proposed earth control systems can be installed.

NEGC records indicate the gas service laterals are one and one-quarter-inch wrapped steel and the main is four-inch wrapped steel at the intersection of Exchange Street and Park Row West. The wrapped steel gas main at this location is fairly new and in good condition. Proper construction techniques and practices must be used (see enclosed specifications) when working near this gas main to ensure the pipe's structural integrity will not be compromised or the surrounding soils undermined. NEGC policy along with Federal Department of Transportation, Pipeline Regulations encourages maintaining the greatest distance possible when working near gas mains.

NEGC will perform a detailed gas main leak survey before and after construction to uncover any abnormalities to the gas main. Should a problem arise during construction that may warrant gas main repair or stoppage of construction, due to potential health hazards, the contractor or responsible party involved shall be liable for repairs and materials.

Please keep NEGC informed on project scheduling so the service cut-offs and gas leak surveys may be scheduled and performed. NEGC construction inspectors will also have to be scheduled so periodic inspections can be made to ensure construction is not having an adverse effect on the gas mains.

New England Gas Company is prepared to continue to coordinate with Intercontinental Developers, Inc. as Intercontinental progresses in their development of Parcel Two. Should you have any questions or need additional information, please contact me at your convenience.

Sincerely,

Michael DeCristoforo, P.E.  
Project Engineer

A handwritten signature in black ink that reads "Michael DeCristoforo". The signature is written in a cursive style with a large, sweeping flourish at the end.

New England Gas Company  
Enclosure (1)

cc: Albert Marsocci, Jr., NEGC  
File

## Guidelines for Earth Shoring around Gas Pipes

### Permanent & Temporary Earth Shoring Systems

**DESCRIPTION:** When the installation of underground utilities or structures affect existing gas pipes or gas structures, all the design plans and specifications shall be submitted to New England Gas Company for review and approval of the proposed earth shoring methods. Some work may require elaborate and/or complex earth shoring designs and some work may only require a description of the work being done along with simple shoring solutions. New England Gas shall review the proposed work for proper design and conformance to New England Gas specifications. Also, New England Gas can meet with the owner before the project begins and decide on a "case-by-case" basis if plans are needed or if a description of the work is sufficient.

Should protection be required for gas utilities, the contractor will be required to provide an adequate earth shoring system (steel sheet piling, soldier piling & lagging, timber bracing, whaler bracing system, trench box, etc.). The temporary or permanent earth shoring system shall be furnished, installed, and left in place, or removed, installed, and disposed of properly by the contractor. This work shall be done in accordance with the job specific specifications and details shown on the approved set of plans.

In all cases where sheeting is left in place after construction, it will be cut off a distance of two feet below grade.

The earth shoring system shall be of sufficient length and adequate section modulus to provide adequate resistance of loads and conditions involved to safely sustain earth banks, gas pipes and facilities, and any other adjoining structures, which may endanger gas pipes by settlement or loss of ground.

General New England Gas considerations:

- Steel sheet piling shall not be driven within five feet of cast iron gas pipe (this holds true for soils of medium to coarse sand with very little fines or silts. Cohesive and "silty" soils (28% silt or greater) requires even a greater horizontal distance – approximately 10 feet). Soldier piling and lagging may be an alternative shoring method should these distances not adequately be met.
- As required by OSHA a minimum 2:1 slope of the embankment must always be maintained in an excavation trench or pit. Should this 2:1 slope (angle of repose) interfere

with New England Gas utilities, the affected utilities must be protected from potential vertical or horizontal settlement.

Other than steel trench-boxes, which are suitable for all types of soils, a registered professional engineer shall prepare designs and computations for these support systems. New England Gas reserves the right, during the review process, to require additional support and shoring in areas where shoring may not be sufficient in New England Gas' opinion.

At the time of construction, the contractor's attention is specifically directed to the proximity of the gas pipe and relation to the sheeting work. In regard thereto, it shall be the contractor's responsibility to give a 24-hour advance notice to New England Gas so our inspector may be present during such work. Furthermore, the contractor shall maintain all excavations in good order, during construction, as to not undermine or reduce the stability of the shoring system, which may have adverse effects on the protected gas pipe.



**ANDOLFO APPRAISAL ASSOCIATES, INC.**

REAL ESTATE APPRAISERS AND CONSULTANTS  
THE BUSH BUILDING  
216 WEYBOSSET STREET • PROVIDENCE • RHODE ISLAND 02903  
(401) 273-8989 • FAX (401) 273-2510

April 14, 2005

Mr. John Gelati  
Acting City Tax Assessor  
City of Providence  
City Hall  
Providence, Rhode Island 02903

Re: Amended Proposed Easement - Capital Properties  
Earth Support System ES-1 Easement

Dear Mr. Gelati:

Pursuant to your request, we have personally re-inspected the real estate located on Exchange Street, Park Row West, and property owned by the City of Providence, a/k/a Assessor's Plat 19, Lot 131. Based on new information provided by the developer and Law Department of the City of Providence, which was not available to this office at the time of the first evaluation, the purpose of this analysis was to determine the fair market value of the Earth Support System Easement along Exchange Street, Park Row West, and Plat 19, Lot 131. The Earth Support System Easement will support the sheet pile wall construction. The easement was requested by the Intercontinental Builders Corp. The subject property is located in the Capital Center Project Area.

Specifically, the proposed easement runs along a large portion of Exchange Street, Park Row West, and Plat 19, Lot 131, and the entire Perimeter of Plat 19, Lot 102. The easement encompasses the sidewalk as depicted on the City of Providence Engineering Map #064770 for a total of 2,500 square feet of the sidewalk. The City's Department of Public Works has no objection to this request, however, they will require a Class 1 survey for recording purposes prior to any construction.

ANDOLFO APPRAISAL ASSOCIATES, INC.

Mr. John Gelati  
Page 2  
April 14, 2005

We have taken into account a number of factors in arriving at a fair market value for the requested easement. The petitioner will only gain temporary use of the area in the public right-of-way in the sidewalks along Exchange Street, Park Row West, Plat 19, Lot 131 to further enhance the commercial viability of their property, while the City will not give up any use of the property, i.e., sidewalk public right-of-way for ingress/egress. The zoning in the area is D1-200 Downtown Commercial.

Based on an analysis of comparable sales as contained within the offices of Andolfo Appraisal Associates, Inc., a value of \$120.00 per square foot is hereby estimated for this site. This value necessitates a reduction of 90% due to the fact that the developer is requesting a license with a de minimus easement, as the City is not giving up its full fee interest in the property, i.e., the sidewalk public right-of-way.

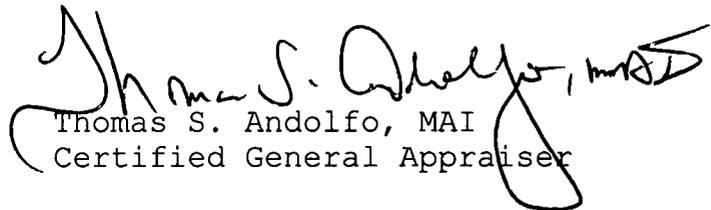
Therefore, 2,500 square feet x \$120.00 per square foot = \$300,000 x .10 = \$30,000.

Respectfully submitted,

ANDOLFO APPRAISAL ASSOCIATES, INC.



William G. Floriani  
Certified Residential Appraiser



Thomas S. Andolfo, MAI  
Certified General Appraiser

WGF:TSA/fad

1-11-05



**ANDOLFO APPRAISAL ASSOCIATES, INC.**

**REAL ESTATE APPRAISERS AND CONSULTANTS  
THE BUSH BUILDING  
216 WEYBOSSET STREET • PROVIDENCE • RHODE ISLAND 02903  
(401) 273-8989 • FAX (401) 273-2510**

April 14, 2005

Mr. John Gelati  
Acting City Tax Assessor  
City of Providence  
City Hall  
Providence, Rhode Island 02903

Re: Amended Proposed Easement - Capital Properties  
Utility, Stairway, and Ramp ES-2 Easement

Dear Mr. Gelati:

Pursuant to your request, we have personally re-inspected the real estate located on Exchange Street, Park Row West, and property owned by the City of Providence, a/k/a Plat 19, Lot 131. The purpose of this analysis was to determine the "as is" fair market value of a utility, stairway, and ramp easement along Exchange Street, Park Row West, and Assessor's Plat 19, Lot 131 based on information that was not provided by the developer or the Law Department of the City of Providence when the prior value was communicated. The easement was requested by the Intercontinental Builders Corp. The subject property is located in the Capital Center Project Area.

Specifically, the proposed utility easement runs along a portion of Exchange Street, Park Row West, and Plat 19, Lot 131. The easement encompasses the sidewalk as depicted on the City of Providence Engineering Map #064770 for a total of 108 square feet. The City's Department of Public Works has no objection to this request, however, they will require a Class 1 survey for recording purposes prior to construction.

We have taken into account a number of factors in arriving at the fair market value of the requested easement. The petitioner will gain full use of the public right-of-way in the

ANDOLFO APPRAISAL ASSOCIATES, INC.

Mr. John Gelati  
Page 2  
April 14, 2005

sidewalks along Exchange Street, Park Row West, and Plat 19, Lot 131, to further enhance the commercial viability of their property. The zoning in the area is D1-200 Downtown Commercial.

Based on an analysis of comparable sales as contained within the offices of Andolfo Appraisal Associates, Inc., a value of \$120.00 per square foot is hereby estimated for this site. This value necessitates a reduction of 90% since the City is not giving up its full fee interest in the property, i.e., ingress and egress to the sidewalk and street public right-of-way. The City has historically not charged for the handicap ramps that building owners are required to install, and the stairway on the property is owned by the developer. As such, the ramp and stair areas require no valuation.

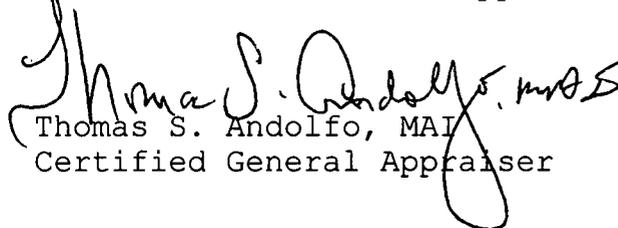
Therefore, 108 square foot utility easement x \$120.00 per square foot = \$12,960 x .10 = \$1,296.

Respectfully submitted,

ANDOLFO APPRAISAL ASSOCIATES, INC.



William G. Floriani  
Certified Residential Appraiser



Thomas S. Andolfo, MAI  
Certified General Appraiser

WFG:TSA/fad

50-11-17



**ANDOLFO APPRAISAL ASSOCIATES, INC.**

**REAL ESTATE APPRAISERS AND CONSULTANTS  
THE BUSH BUILDING  
216 WEYBOSSET STREET • PROVIDENCE • RHODE ISLAND 02903  
(401) 273-8989 • FAX (401) 273-2510**

April 14, 2005

Mr. John Gelati  
Acting City Tax Assessor  
City of Providence  
City Hall  
Providence, Rhode Island 02903

Re: Proposed Easement - Capital Properties  
Building Overhang ES-3 Easement

Dear Mr. Gelati:

Pursuant to your request and with new information provided by the developer and the Law Department of the City of Providence which was not previously submitted, we have personally re-inspected the real estate located on Exchange Street, Park Row West, and property owned by the City of Providence, a/k/a Assessor's Plat 19, Lot 131. The purpose of this analysis was to estimate the "as is" fair market value of a building overhang easement along Exchange Street and Plat 19, Lot 131 for proposed construction requested by the Intercontinental Builders Corp. The subject area is located in the Capital Center Project Area.

Specifically, the proposed easement runs along a large portion of Exchange Street and Plat 19, Lot 131 for the entire perimeter of Plat 19, Lot 102. The requested overhangs extend over the sidewalk, but are a part of the structure as depicted on the City of Providence Engineering Map #064770 and VHB Engineering Plan for a total of 1,503 square feet of the sidewalk area.

After review, it was determined by the Law Department of the City of Providence that an easement is not required since the City is not giving up its full fee interest in the property, i.e., the sidewalk public right-of-way.

ANDOLFO APPRAISAL ASSOCIATES, INC.

Mr. John Gelati  
Page 2  
April 14, 2005

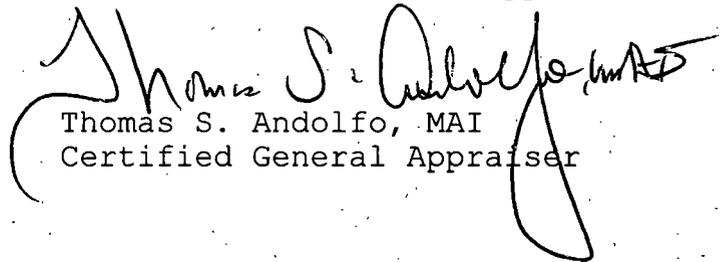
Therefore, since no valuation is required, the 1,503 square feet has no monetary value to the City.

Respectfully submitted,

ANDOLFO APPRAISAL ASSOCIATES, INC.



William G. Floriani  
Certified Residential Appraiser



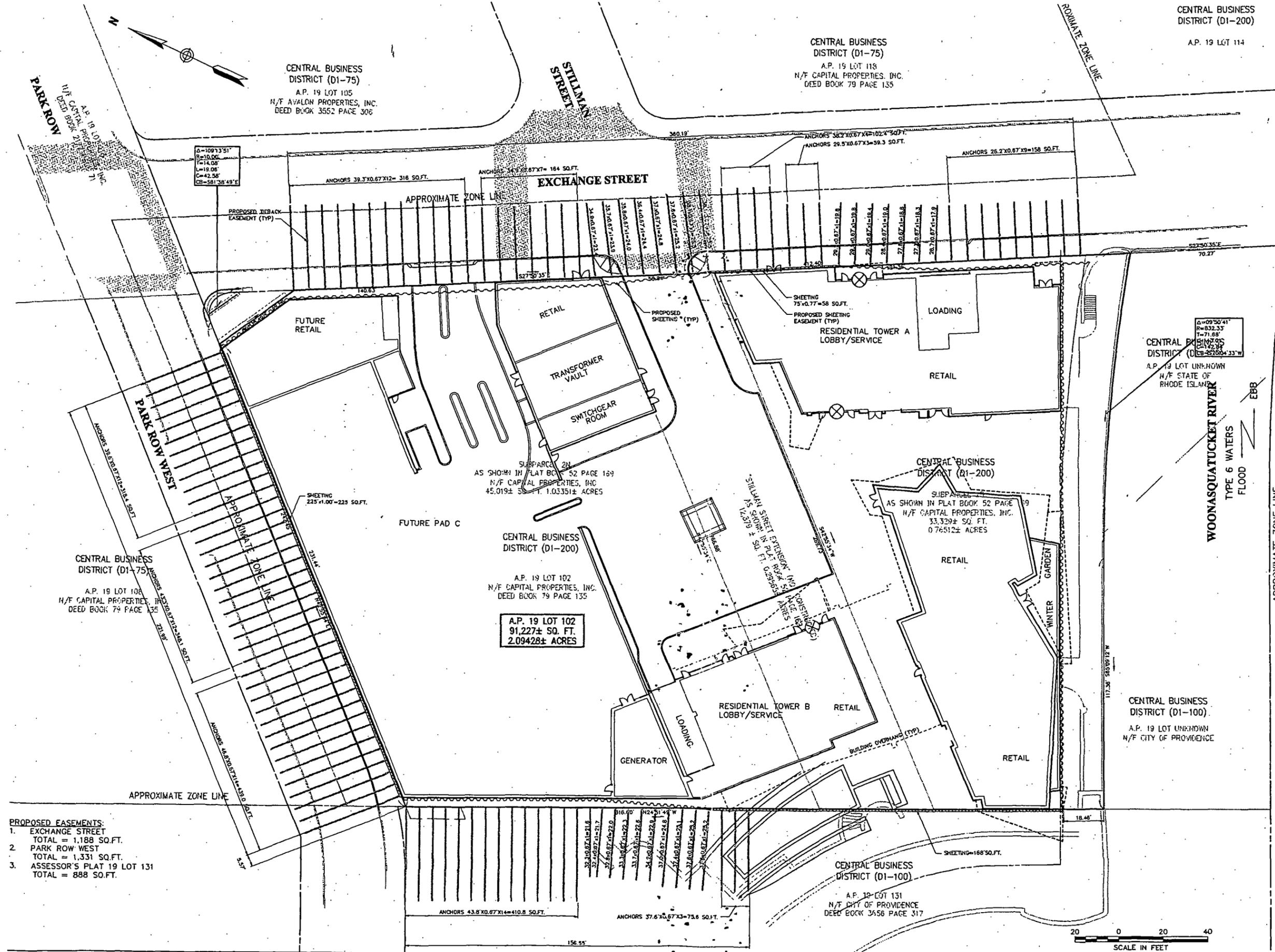
Thomas S. Andolfo, MAI  
Certified General Appraiser

WFG:TSA/fad

P.H.P.

CENTRAL BUSINESS DISTRICT (D1-75)  
A.P. 19 LOT 113  
N/F CAPITAL PROPERTIES, INC.  
DEED BOOK 79 PAGE 135

CENTRAL BUSINESS DISTRICT (D1-75)  
A.P. 19 LOT 105  
N/F AVALON PROPERTIES, INC.  
DEED BOOK 3552 PAGE 306



- PROPOSED EASEMENTS:**
1. EXCHANGE STREET  
TOTAL = 1,188 SQ.FT.
  2. PARK ROW WEST  
TOTAL = 1,331 SQ.FT.
  3. ASSESSOR'S PLAT 19 LOT 131  
TOTAL = 888 SQ.FT.

A.P. 19 LOT 102  
91,227± SQ. FT.  
2.09428± ACRES

SUBPARCEL 2N  
AS SHOWN IN PLAT BOOK 52 PAGE 169  
N/F CAPITAL PROPERTIES, INC.  
45.019± SQ. FT. 1.03351± ACRES

SUBPARCEL 1  
AS SHOWN IN PLAT BOOK 52 PAGE 169  
N/F CAPITAL PROPERTIES, INC.  
33,329± SQ. FT.  
0.76512± ACRES

CENTRAL BUSINESS DISTRICT (D1-100)  
A.P. 19 LOT 131  
N/F CITY OF PROVIDENCE  
DEED BOOK 3456 PAGE 317

CENTRAL BUSINESS DISTRICT (D1-100)  
A.P. 19 LOT UNKNOWN  
N/F CITY OF PROVIDENCE

CENTRAL BUSINESS DISTRICT (D1-200)  
A.P. 19 LOT UNKNOWN  
N/F STATE OF RHODE ISLAND

WOONASQUATUCKET RIVER  
TYPE 6 WATERS FLOOD

APPROXIMATE ZONE LINE

No.	Revision	Date	App'd.

WaterPlace  
Parcel 2  
Capital Center  
Providence, Rhode Island  
Issued for  
Review

Not Approved for Construction  
Drawing Title

### Proposed Earth Support Easement Plan

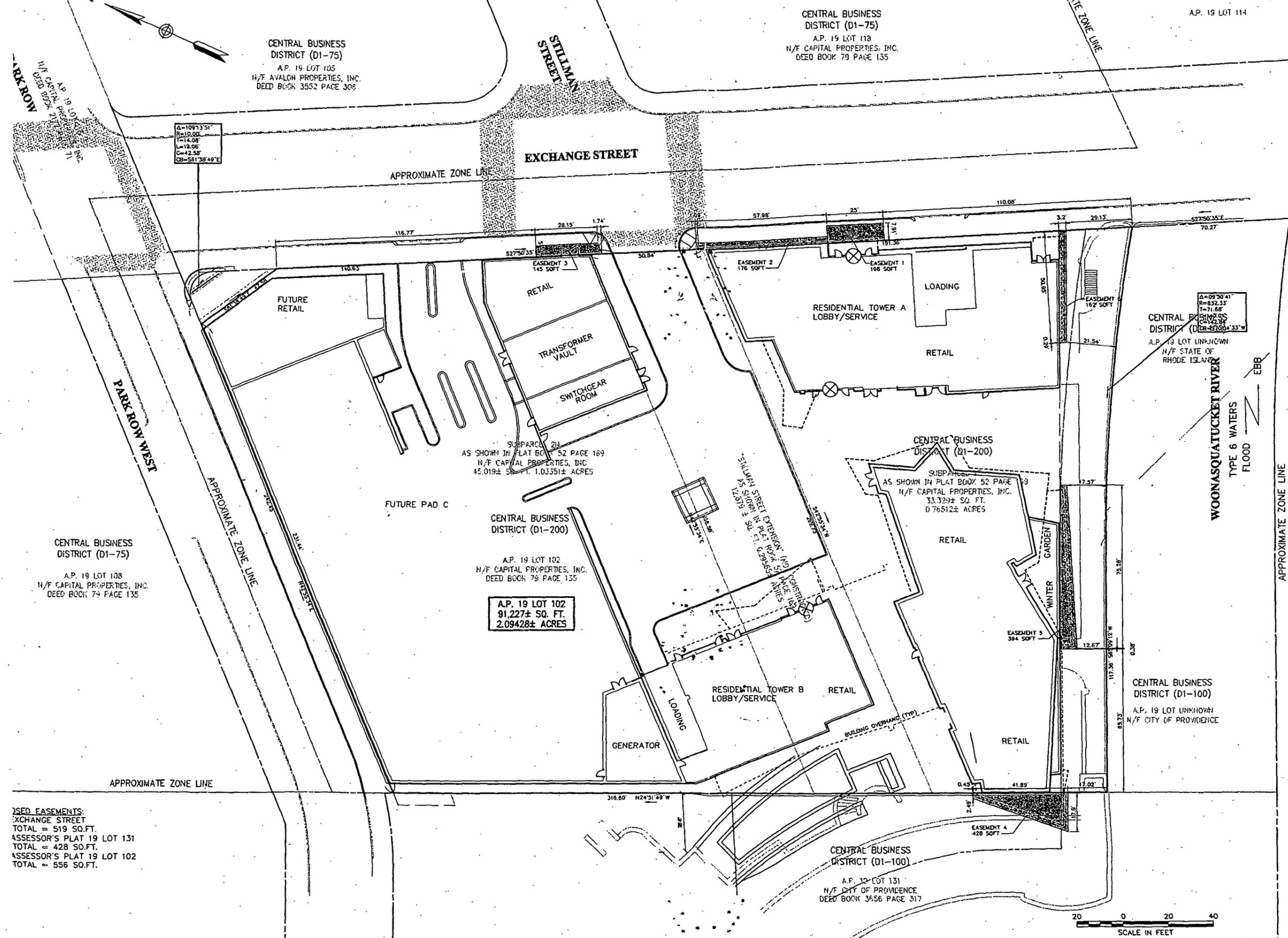
Drawing Number  
**ES-1**  
Sheet 1 of 3  
Project Number  
71643





CENTRAL BUSINESS  
 DISTRICT (D1-75)  
 A.P. 19 LOT 113  
 N/F CAPITAL PROPERTIES, INC.  
 DEED BOOK 79 PAGE 135

CENTRAL BUSINESS  
 DISTRICT (D1-75)  
 A.P. 19 LOT 105  
 N/F AVALON PROPERTIES, INC.  
 DEED BOOK 3552 PAGE 305



A=10913.51  
 B=19.00  
 C=14.08  
 D=19.06  
 E=42.58  
 CB=581'38"49"

A=99'30.41"  
 B=832.33'  
 C=71.68'  
 D=12.34'  
 E=5700'33" W

SUBPARCELS 201  
 AS SHOWN IN PLAT BOOK 52 PAGE 169  
 N/F CAPITAL PROPERTIES, INC.  
 45,019± SQ. FT. 1.03351± ACRES

CENTRAL BUSINESS  
 DISTRICT (D1-200)  
 A.P. 19 LOT 102  
 N/F CAPITAL PROPERTIES, INC.  
 DEED BOOK 79 PAGE 135

A.P. 19 LOT 102  
 91,227± SQ. FT.  
 2.09428± ACRES

CENTRAL BUSINESS  
 DISTRICT (D1-200)  
 SUBPARCELS 202  
 AS SHOWN IN PLAT BOOK 52 PAGE 169  
 N/F CAPITAL PROPERTIES, INC.  
 33,329± SQ. FT.  
 0.76512± ACRES

CENTRAL BUSINESS  
 DISTRICT (D1-100)  
 A.P. 19 LOT UNKNOWN  
 N/F CITY OF PROVIDENCE

CENTRAL BUSINESS  
 DISTRICT (D1-100)  
 A.P. 19 LOT 131  
 N/F CITY OF PROVIDENCE  
 DEED BOOK 3656 PAGE 317

WOONASQUATUCKET RIVER  
 TYPE 6 WATERS  
 FLOOD EBR

No.	Revision	Date	Appr.

Designed by: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 CAD checked by: \_\_\_\_\_  
 Scale: 1"=20'  
 Date: 1/26/05

Project Title  
**WaterPlace Parcel 2**  
 Capital Center  
 Providence, Rhode Island  
 Issued for  
**Review**  
 Not Approved for Construction  
 Drawing Title

Proposed Building  
 Overhang Easements

Drawing Number  
**ES-3**  
 Sheet of  
 3 3  
 Project Number  
 71645

USED EASEMENTS:  
 EXCHANGE STREET  
 TOTAL = 519 SQ.FT.  
 ASSESSOR'S PLAT 19 LOT 131  
 TOTAL = 428 SQ.FT.  
 ASSESSOR'S PLAT 19 LOT 102  
 TOTAL = 556 SQ.FT.

SCALE IN FEET  
 0 20 40

# RESOLUTION OF THE CITY COUNCIL

No. 190

Approved May 4, 2005

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant three easements and one license, in one or more documents in a form satisfactory to the City Solicitor, in accordance with the Amended Petition presented by Capital Properties, Inc., and Intercontinental Builders Corp., (collectively, the "Petitioner"), to the joint meeting of the Providence City Council Committees on City Property and Public Works on April 14, 2005, to wit:

1. A. Utility Easement: In consideration of the payment of One Thousand Two Hundred Ninety-Six (\$1,296.00) Dollars, and maintenance of the constructed utilities, an easement permitting the installation of utilities, including, but not limited to, electrical, water, sewer, gas, and communications services, as delineated in said Amended Petition on Drawing E-2, as Easements 1, 2 and 3, comprising approximately one hundred and eight (108) feet in total along Park Row West and Exchange Street, being adjacent to the proposed improvements to be made on Parcel 2 of the Capital Center, so-called, in the City of Providence, to be further described in a form satisfactory to the City Solicitor.

B. Handicap Ramp: In consideration of One (\$1.00) Dollar, the right of the general public to freely use the constructed handicap ramp, the agreement of the Petitioner, to maintain the handicap ramp and to provide general liability insurance naming the City of Providence as additional insured as its interest may appear, with a certificate evidencing such insurance being submitted to the Department of Public Property annually, an easement permitting the construction of a handicap ramp, for ingress and egress into the proposed improvements on Parcel 2 of the Capital Center, so-called, but also to the amphitheater in Waterplace Park, thereby permitting access to handicapped persons to the benefits of entertainment presented at said amphitheater for the first time since the dedication of Waterplace Park, as delineated in the Amended Petition on Drawing E-2, as the "Ramp Easement", comprising approximately one thousand nine hundred and fifty-one (1,951) square feet in Waterplace Park, to be further described in a form satisfactory to the City Solicitor.

C. Earth Support System ES-1 Easement and License: In consideration of the payment of Thirty Thousand (\$30,000.00) Dollars and agreement to maintain the sidewalks adjacent to the proposed improvements to be made on Parcel 2 of the Capital Center, so-called, along Park Row West and Exchange Street in the City of Providence, an easement for the construction and permanent placement of sheet pile walls as delineated in the Amended Petition on Drawing ES-1, extending approximately two (2) feet under the sidewalks along said Park Row West and Exchange Street, to be further described in a form satisfactory to the City Solicitor; and, a license, for a period

not to exceed three (3) years from the effective date of this resolution, for the construction of tie-backs and anchors extending various distances under the sidewalks and roadways along and constituting Park Row West and Exchange Street, to be further described in form satisfactory to the City Solicitor.

2. Petitioner shall pay for the reasonable cost of the City of Providence's outside appraisers for the research and preparation of those appraisals of the easements/license, dated April 14, 2005, and submitted into evidence at said joint meeting of the Committees on Public Property and Public Works aforementioned.

3. Any and all easements granted pursuant to this resolution shall be deemed to run with the land and shall be binding on and for the benefit of any successors in title and the easements and the license or a memorandum, or memorandums, of same shall be recorded by the Petitioner at its sole cost, in the Office of Land Records for the City of Providence.

4. Upon the express opinion of the Law Department, it is determined that "stairway" shown in the Amended Petition on Drawing ES-2 does not interfere with the City of Providence's easement along the Woonasquatucket River, adjacent to Parcel 2 of the Capital Center, so-called, designated as the Riverwalk.

5. Upon the express opinion of the Law Department, it is determined that the "overhangs" shown in the Amended Petition on Drawing ES-3 do not constitute an interference with the property interests of the City of Providence but are subject to its zoning ordinances and permitting procedures.

6. Upon the express opinion of the Law Department, it is determined that the Earth Support System, as described above, situated in Waterplace Park as shown in the Amended Petition on Drawing ES-1 is being constructed as a matter of right by Petitioner under the terms of that certain agreement, dated March 24, 1992, by and among the City of Providence, Capital Properties, Inc., and others in the formation of Capital Center, so-called.

7. Any breakout of walkway, sidewalk and/or roadway necessary for installation, construction and/or repair or replacement shall be resurfaced/rehabilitated in accordance with relevant ordinances and industry standards all to the reasonable satisfaction of the Director of the Department of Public Works, and in the case of the Riverwalk duplicating the existing surface.

8. Petitioner shall ensure the continuing integrity of existing structures of any existing utility company in the areas affected by their construction of the proposed improvements on Parcel 2 of the Capital Center, so-called.

9. Petitioner shall execute an indemnification and hold-harmless agreement with the City of Providence in such a form satisfactory to the City Solicitor.

10. Petitioner recognizes the applicability of Sections 23-107, 23-108 and 23-190 of the Providence 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.

Petitioner, and its successors, agrees to comply with the same.

11. The easements shall be executed, delivered and accepted upon the express terms covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and insure to the benefit of the City of Providence and Petitioners and their respective successors, heirs, legal representatives, and assigns, as the case may be. The easements shall to be governed by and construed in accordance with the laws of

the State of Rhode Island. The easements may not be amended or modified except pursuant to a written instrument signed by all parties thereto.

12. Such other terms and conditions as may be reflected in the record and minutes of the joint meeting of the City Council Committees on Public Property and Public Works, and/or as may be reasonably deemed appropriate by the Mayor or the City Solicitor.

13. This resolution shall take upon its passage.

RECORDED  
CITY CLERK  
APR 25 2005

IN CITY COUNCIL  
APR 25 2005  
READ AND PASSED  
*[Signature]*  
PRES.  
*Michael R. Clement*  
CLERK

APPROVED  
*[Signature]* 5/4/05  
MAYOR

A true copy.  
Attest:  
*Michael R. Clement*  
Michael R. Clement  
City Clerk

FROM:  
MICHAEL R. CLEMENT  
CITY CLERK OF PROVIDENCE  
RHODE ISLAND  
TO:



*Not @ this address*

~~Capital Properties, Inc.  
20 Westminister Street  
Providence, RI 02903~~



To: Ana Stetson  
Clerk's Office

Department of Law

October 25, 2005

Joseph Chiodo  
Controller  
City Hall  
25 Dorrance Street  
Providence, RI 02903

RE: Easement granted by the City to Intercontinental Fund IV Waterplace, LLC and Capitol Properties, Inc. (Parcel 2 of Capital District; Plat 19, Lot 102)

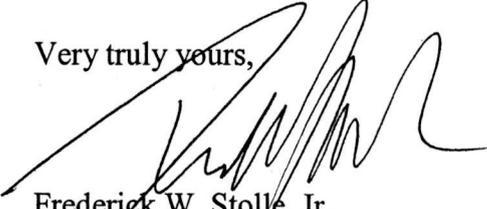
Dear Mr. Chiodo:

I enclose for your record keeping the original Easement Agreement among the City, Intercontinental and CPI with reference to the street and park surrounding AP 19, Lot 102.

Copies have been sent to the Parks Department, the Department of Public Works and the Department of Public Property for their respective records. Certified copies have been sent to Patrick Guida, Esq., counsel to Intercontinental and CPI.

Of course, our office has retained a copy as well.

Very truly yours,

  
Frederick W. Stolle, Jr.  
Senior Assistant City Solicitor

FWS:cmr  
Enclosure

cc: Alan Sepe, Director, Public Property (w/enclosure)  
John Nickerson, Director, Public Works (w/enclosure)  
Alix Ogden, Superintendent, Parks Department (w/enclosure)  
Patrick Guida, Esquire (w/2 certified copies)

**EASEMENT AND LICENSE AGREEMENT**

**CITY OF PROVIDENCE, RHODE ISLAND TO CAPITAL PROPERTIES, INC.  
AND INTERCONTINENTAL FUND IV WATERPLACE, LLC**

This Easement and License Agreement is made and entered into as of this 19<sup>th</sup> day of October, 2005, by and among the City of Providence, Rhode Island, a municipal government formed under the laws of the State of Rhode Island and Providence Plantations, having an address of City Clerk's Office, City of Providence, Providence City Hall, Providence, Rhode Island 02903 (hereinafter referred to as "City"), Capital Properties, Inc., a corporation organized under the laws of the State of Rhode Island, having an address of 100 Dexter Road, East Providence, Rhode Island 02914 (hereinafter referred to as "Capital Properties") and Intercontinental Fund IV Waterplace, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, successor in interest to Intercontinental Builders Corp. and Intercontinental Real Estate Investment Fund IV, LLC, having an address of 1270 Soldiers Field Road, Boston, Massachusetts 02135-1003 (hereinafter referred to as "Intercontinental") (Capital Properties and Intercontinental hereinafter collectively referred to as "Grantee").

WHEREAS, Capital Properties is the owner of that certain parcel of land identified as Providence Tax Assessor's Plat 19, Lot 102, formerly known as 18 Park Row West and now known as 100, 200 and 400 Exchange Street, located within the Providence DownCity D-1 District and the Providence Capital Center District and designated as Parcel 2 in the Capital Center District, all as is more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel 2");

WHEREAS, the City owns certain dedicated streets and a parcel of land which abut Parcel 2, including Exchange Street, a portion of which abuts the easterly side of Parcel 2 (hereinafter referred to as "Exchange Street Easement Area"), Park Row West (formerly known as American Express Plaza), a portion of which abuts the northerly side of Parcel 2 (hereinafter referred to as "Park Row West Easement Area"), and the parcel on which is located a portion of Waterplace Park, so-called, and which abuts the westerly side of Parcel 2, which parcel is identified as Providence Tax Assessor's Plat 19, Lot 131 (hereinafter referred to as the "Waterplace Park Easement Area");

WHEREAS, Intercontinental is planning to construct upon Parcel 2 certain buildings and other improvements which require the grant by the City to the Grantee of certain easements and licenses affecting the Exchange Street Easement Area, the Park Row West Easement Area and the Waterplace Park Easement Area; and,

WHEREAS, upon petition, the City Council of the City of Providence, with the recommendation of the Providence City Council Committees on City Property and Public Works, resolved by virtue of Providence City Council Resolution No. 190, adopted May 4, 2005, to grant certain easements and a license to the Grantee upon certain conditions.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties hereto do hereby agree and the City does hereby grant to the Grantee the easements and license described as follows:

1. Utility Easement Area 1. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of a certain utility vault within a portion of the Exchange Street Easement Area, identified herein as "Utility Easement Area 1", all as is more particularly described on Exhibit B, labeled "Utility Easement 1", attached hereto and incorporated herein by reference, said Utility Easement Area 1 containing twenty-eight (28) square feet, more or less. The easement described as Utility Easement Area 1 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.
2. Utility Easement Area 2. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of a certain utility vault within a portion of the Exchange Street Easement Area, identified herein as "Utility Easement Area 2", all as is more particularly described on Exhibit C, labeled "Utility Easement 2", attached hereto and incorporated herein by reference, said Utility Easement Area 2 containing forty (40) square feet, more or less. The easement described as Utility Easement Area 2 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.
3. Utility Easement Area 3. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of a certain utility vault within a portion of the Exchange Street Easement Area, identified herein as "Utility Easement Area 3", all as is more particularly described on Exhibit D, labeled "Utility Easement 3", attached hereto and incorporated herein by reference, said Utility Easement Area 3 containing thirty-eight (38) square feet, more or less. The easement described as Utility Easement Area 3 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.
4. Handicap Ramp Easement Area. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of a certain handicap ramp for ingress and egress into Parcel 2 from Waterplace Park and into Waterplace Park from Parcel 2, thereby permitting reciprocal access to the general public, including handicap persons, within a portion of the Waterplace Park Easement Area, identified herein as the "Handicap Ramp Easement Area", all as is more particularly described on Exhibit E, labeled "Handicap Ramp Easement", attached hereto and incorporated herein by reference, said Handicap Ramp Easement Area containing one thousand nine hundred fifty (1,950) square feet, more or less. The easement described as Handicap Ramp Easement Area is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.
5. Sheeting Easement Area 1. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of certain sheet pile walls within a portion of the Waterplace Park Easement Area, identified herein

as "Sheeting Easement Area 1", all as is more particularly described on Exhibit F, labeled "Sheeting Easement 1", attached hereto and incorporated herein by reference, said Sheeting Easement Area 1 containing one hundred sixty-eight (168) square feet, more or less. The easement described as Sheeting Easement Area 1 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

6. Sheeting Easement Area 2. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of certain sheet pile walls within a portion of the Park Row West Easement Area, identified herein as "Sheeting Easement Area 2", all as is more particularly described on Exhibit G, labeled "Sheeting Easement 2", attached hereto and incorporated herein by reference, said Sheeting Easement Area 2 containing two hundred twenty-six (226) square feet, more or less. The easement described as Sheeting Easement Area 2 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

7. Sheeting Easement Area 3. The City hereby grants to the Grantee, its successors and assigns, the right and easement for the construction, installation and permanent placement of certain sheet pile walls within a portion of the Park Row West Easement Area, identified herein as "Sheeting Easement Area 3", all as is more particularly described on Exhibit H, labeled "Sheeting Easement 3", attached hereto and incorporated herein by reference, said Sheeting Easement Area 3 containing fifty (50) square feet, more or less. The easement described as Sheeting Easement Area 3 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

8. Tieback License Area 1. The City hereby grants to the Grantee, its successors and assigns, certain licenses for the construction, installation and placement for a period of time not to exceed three (3) years following the 4th day of May 2005, of certain tiebacks and earth support anchors extending various distances under the sidewalks and roadways along and within a portion of the Exchange Street Easement Area, identified herein as "Tieback License Area 1", all as is more particularly described on Exhibit I, labeled "Tieback Description 1," attached hereto and incorporated herein by reference. The license described as Tieback License Area 1 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

9. Tieback License Area 2. The City hereby grants to the Grantee, its successors and assigns, certain licenses for the construction, installation and placement for a period of time not to exceed three (3) years following the 4th day of May 2005, of certain tiebacks and earth support anchors extending various distances under the sidewalks and roadways along and within a portion of the Park Row West Easement Area, identified herein as "Tieback License Area 2", all as is more particularly described on Exhibit J, labeled "Tieback Description 2", attached hereto and incorporated herein by reference. The license described as Tieback License Area 2 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

10. Tieback License Area 3. The City hereby grants to the Grantee, its successors and assigns, certain licenses for the construction, installation and placement for a period of time not to exceed three years following the 4th day of May 2005, of certain tiebacks and earth support anchors extending various distances under the sidewalks and roadways along and within a portion of the Waterplace Park Easement Area, identified herein as "Tieback License Area 3", all as is more particularly described on Exhibit K, labeled "Tieback Description 3", attached hereto and incorporated herein by reference. The license described as Tieback License Area 3 is granted to the Grantee for the benefit of the land and improvements owned by the Grantee and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

11. Renovation of Easement Areas. Any walkway, sidewalk and/or roadway within any Utility Easement Area, Handicap Ramp Easement Area, Sheeting Easement Area (herein collectively called the "Easement Areas") and/or Tieback License Areas (herein collectively called the "License Areas") which is demolished, broken or otherwise damaged, during any installation, construction and/or repair of any such Easement Areas or License Areas shall be resurfaced and/or rehabilitated by Intercontinental in accordance with all applicable ordinances and industry standards to the reasonable satisfaction of the Director of the Department of Public Works of the City of Providence; provided, however, and notwithstanding any provision hereof to the contrary, the Grantee shall not be required to remove any tieback materials from any Tieback License Areas during and/or after the license period as set forth herein.

12. Applicable Provisions of the Providence Code of Ordinances. The parties recognize the applicability of the Providence Code of Ordinances, particularly Sections 23-107, 23-108 and 23-109. The parties and each of their successors and assigns agree to comply with all such ordinances.

13. Pertinent Rights. In addition to the foregoing, the City does hereby grant to the Grantee the perpetual and permanent right and easement to service and maintain the areas comprising the Utility Easement Areas, the Handicap Ramp Easement Area, and the Sheeting Easement Areas, to service and maintain the Tieback License Areas during the license period of the Tieback License Areas and to otherwise service and maintain all other like improvements necessary to access and utilize the subject Easement Areas and License Areas during their respective terms of existence.

14. Easement Maintenance; Public Access; Insurance. The Grantee shall at its sole cost and expense, reasonably maintain and repair the Utility Easement areas, the Handicap Ramp Easement area and the Earth Support System Easement areas. Such maintenance and repair obligation shall be made and undertaken in order that each such maintenance area shall be maintained in reasonably good order, condition and repair. Such maintenance and repair obligation shall include, without limitation, the obligation to keep such easement areas reasonably free of snow and ice and otherwise in a reasonably neat, clean and safe condition. Grantee shall not deny access to and use of the Handicap Ramp Easement area by the general public, including handicap persons. In addition, Grantee shall be responsible to maintain liability insurance covering the Handicap Ramp Easement Area on terms and in amounts which are reasonable and customary from time to time for public access areas of such nature, as determined in consultation with the Director of Planning, City of Providence.

15. Existing Utility Areas. Grantee shall maintain the continuing integrity of existing structures of any existing utility company easement areas affected by the construction of the proposed improvements on Parcel 2 and/or within the Easement Areas and/or License Areas.

16. Notices. All notices and demands ("Notice") required or permitted to be given under this Agreement must be in writing and mailed by certified mail, return receipt requested, postage prepaid to the applicable address of the parties. Any Notice to the City shall be addressed to Director, Department of Planning, City of Providence, at the address set forth in the introductory paragraph hereof. Any Notice to Capital Properties, Inc., shall be sent to 100 Dexter Road, East Providence, Rhode Island 02914; and, any Notice to Intercontinental Fund IV Waterplace, LLC, shall be sent to 1270 Soldiers Field Road, Boston, Massachusetts 02135-1003, with copies to Tillinghast Licht LLP, 10 Weybosset Street, Providence, Rhode Island 02903, Attn: Patrick A. Guida, Esq. Any party entitled to receive Notice shall be entitled to designate a different Notice address by giving notice and conformity with the provisions of this paragraph designated 16.

17. Condemnation. In the event of a condemnation or a sale to a taking authority in lieu thereof concerning all or any portion of any parcel or Easement Area or License Area, the entire award or purchase price paid for such taking shall be paid to the parties owning or leasing the parcel(s) so taken; it being hereby agreed that any other party who might have an easement or other property interest or right under this Agreement in the land so taken, does hereby release and waive such property interest or right with respect to such award or purchase price and does hereby assign same to the owner of such parcel.

18. Binding Effect, Appurtenant Easements and Covenants. The terms of this Agreement and all covenants, easements and licenses granted by this Agreement shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, covenants, easements and licenses shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns to the extent they have an interest in the benefited or burdened land.

19. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Easement Area or of any parcel, building or portion thereof to the general public, or for any public use or purpose whatsoever except as may be specifically set forth herein to the contrary. Except as herein specifically provided, no rights or privileges of any party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

20. No Third Party Rights. It is specifically understood and agreed that the only parties who may enforce the terms and conditions of this instrument are the parties hereto and their successors or assigns.

21. Indemnity. Grantee shall indemnify, defend, and hold harmless the City from and against all claims, costs, expenses and liability (including reasonable attorney's fees), including any action or proceedings brought and/or arising from, or a result of the injury to, or death of any person, or damage to the property of any person or entity which shall occur, or be alleged to have occurred, as a result of any negligent act or omission of the Grantee, provided however, this

indemnification shall under no circumstances extend to any claim, cost, expense or liability deriving from any negligence of the City.

22. Governing Law. This instrument shall be governed and construed under the laws of the State of Rhode Island.

23. Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered a separate entity, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instruments signed by the party to be charged.

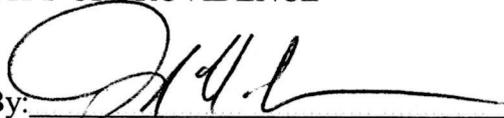
24. Severability. The invalidation of any of the provisions contained herein, or of the application thereof to any person by judgment or court order, shall in no event affect any of the provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

25. Termination and Amendments. This Agreement may be terminated or amended by, and only by, a written agreement which shall be deemed effective only when recorded with the Registry and executed by the City and the Grantee.

The consideration for this conveyance of easement and license is such that no revenue stamps are required.

IN WITNESS WHEREOF, parties hereto have executed this Easement and License Agreement as of the 19<sup>th</sup> day of October, 2005.

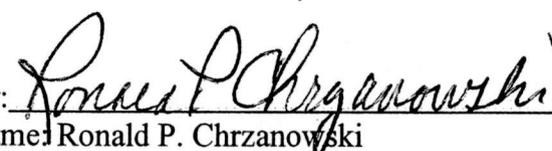
CITY OF PROVIDENCE

By: 

Name: David N. Cicilline

Title: Mayor

CAPITAL PROPERTIES, INC.

By: 

Name: Ronald P. Chrzanowski

Title: President

INTERCONTINENTAL FUND IV  
WATERPLACE, LLC

By: Intercontinental Real Estate Investment Fund  
IV, LLC, its Manager

By: Intercontinental Real Estate Corporation,  
its Manager

By:   
Name: Peter Palandjian  
Title: President and Treasurer

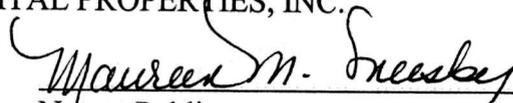
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 19<sup>th</sup> day of October, 2005, before me personally  
appeared DAVID N. CICILLINE, MAYOR of CITY OF PROVIDENCE, to me known and  
known by me to be the person executing the foregoing instrument, and he acknowledged said  
instrument by him executed to be his free act and deed, his free act and deed in said capacity and  
the free act and deed of CITY OF PROVIDENCE.

  
Notary Public  
My Commission Expires: 2/06

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 19<sup>th</sup> day of September, 2005, before me personally  
appeared RONALD P. CHRZANOWSKI, PRESIDENT of CAPITAL PROPERTIES, INC., to  
me known and known by me to be the person executing the foregoing instrument, and he  
acknowledged said instrument by him executed to be his free act and deed, his free act and deed  
in said capacity and the free act and deed of CAPITAL PROPERTIES, INC.

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

STATE OF Massachusetts  
COUNTY OF Suffolk

In Boston on the 22<sup>nd</sup> day of September,  
2005, before me personally appeared PETER PALANDJIAN, PRESIDENT and TREASURER  
of INTERCONTINENTAL FUND IV WATERPLACE, LLC, to me known and known by me to  
be the person executing the foregoing instrument, and he acknowledged said instrument by him  
executed to be his free act and deed, his free act and deed in said capacity and the free act and  
deed of INTERCONTINENTAL FUND IV WATERPLACE, LLC.

Charleen Bateman  
Notary Public Charleen Bateman  
My Commission Expires: 4/23/2010

@PFDesktop\ODMA\MHODMA\TSLDMS.TLSLAW.COM;image;413744;4

Approved as to form:  
Frederick W. Stahl  
Frederick W. Stahl  
Solicitor's Office

**EXHIBIT A**

**Legal Description of Parcel 2**

Description of A.P. 19 Lot 102  
Park Row West and Exchange Street  
Providence, Rhode Island

That certain parcel of land situated at the intersection of southerly line of Park Row West and the westerly line of Exchange Street in the City of Providence, Providence County, State of Rhode Island and Providence Plantations bounded and described as follows:

Beginning at a point in the southerly line of Park Row West. Said point being at the northwesterly corner of the herein described parcel, and the north easterly corner of land now or formerly of City of Providence, N42°55'34"E a distance of two hundred thirty-one and 44/100 (231.44') feet to a point.

Thence: southeasterly bounded northeasterly by a utility corridor S61°38'49"E a distance of forty two and 58/100 (42.58') feet to a point in the westerly line of Exchange Street.

Thence: southeasterly in the westerly line of Exchange Street, S27°50'35"E three hundred eighty two and 83/100 (382.83') feet to a point.

Thence: southwesterly bounded southerly by land now or formerly of State of Rhode Island, and land now or formerly of City of Providence, along the arc of a curve to the left, having a radius of eight hundred thirty-two and 33/100 (832.33') feet and a length of one hundred forty three and 01/100 (143.01') feet. Said curve also have a chord length of 142.84' bearing S70°04'33"W to a point of tangency.

Thence: southwesterly bounded southerly by said land of city of providence, S65°09'12"W a distance of one hundred seventeen and 36/100 (117.36') feet to a point.

Thence: northwesterly bounded westerly by other land now or formerly of City of Providence, N24°51'49"W a distance of three hundred sixteen and 60/100 (316.60') feet to the point of beginning.

Containing 91,227 square feet or 2.09428 acres more or less.

Said description being the same parcel as described in First American Title Insurance Company Commitment No. NCS-73593-BOS1 Effective Date: May 09, 2005 Exhibit "A".

**EXHIBIT B**

**Utility Easement 1**

Beginning in the westerly line of Exchange Street at the southeasterly corner of land now or formerly of Capital Properties, said point being 70.27' from the intersection of the westerly line of Exchange Street with the northerly line of Memorial Boulevard; said point further described as the southeasterly corner of Subparcel 2S as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N27°50'35"W along the westerly line of Exchange Street fifty nine and 61/100 (59.61) feet to a point;

Thence: N62°09'25"E perpendicular to the westerly line of Exchange Street sixteen and 30/100 (16.30) feet to the center of the described parcel being a circle within Exchange Street having a radius of three and 00/100 (3.00) feet and a circumference of eighteen and 85/100 (18.85) feet.

Parcel contains twenty eight (28) square feet more or less.

EXHIBIT C

Utility Easement 2

Beginning in the westerly line of Exchange Street at the southeasterly corner of land now or formerly of Capital Properties, Inc., said point being 70.27' from the intersection of the westerly line of Exchange Street with the northerly line of Memorial Boulevard; said point further described as the southeasterly corner of Subparcel 2S as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N27°50'35"W along the westerly line of Exchange Street one hundred eight nine and 00/100 (189.00) feet to a point;

Thence: N62°09'25"E perpendicular to the westerly line of Exchange Street ten and 88/100 (10.88) feet to the point of beginning of the described parcel;

Thence: N27°14'49" W within Exchange Street ten and 00/100 (10.00) feet to a point;

Thence: N62°45'11"E four and 00/100 (4.00) feet to a point;

Thence: S27°14'49"E ten and 00/100 (10.00) feet to a point;

Thence: S62°45'11"W four and 00/100 (4.00) feet to the point of beginning.

Parcel contains forty (40) square feet more or less.

**EXHIBIT D**

**Utility Easement 3**

Beginning at a point in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N42°55'34"E along the southerly line of Park Row West nineteen and 68/100 (19.68) feet to a point;

Thence: N 47°04'26"W perpendicular with the southerly line of Park Row West a distance of six and 35/100 (6.35) feet to the center of the described parcel being a circle within Park Row West having a radius of three and 50/100 (3.50) feet and a circumference of twenty one and 99/100 (21.99) feet.

Parcel contains (38) square feet more or less.

**EXHIBIT E**

**Handicap Ramp Easement**

Beginning in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: S24°51'49"E in the westerly line of said Subparcel 2N one hundred fifty six and 99/100 (156.99) feet to the point of beginning of the described parcel;

Thence: S24°51'49"E bounded westerly by land now or formerly of the City of Providence fifty and 39/100 (50.39) feet to a point;

Thence: S41°58'31"W ten and 53/100 (10.53) feet to a point of curvature not tangent;

Thence: along the arc of a curve having a radius of 185.90', a chord length of 68.95' bearing N57°39'04"W, sixty nine and 35/100 (69.35) feet to a point;

Thence: N19°01'14"E twenty nine and 55/100 (29.55) feet to a point of curvature not tangent;

Thence: along the arc of a curve having a radius of 198.59', a chord length of 36.27' bearing S71°52'24"E, thirty six and 32/100 (36.32) feet to the point of beginning, the last four courses being across land now or formerly of the City of Providence.

Parcel contains one thousand nine hundred and fifty (1,950) square feet more or less.

**EXHIBIT F**

**Sheeting Easement 1**

Beginning in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: S24°51'49"E in the westerly line of said Subparcel 2N one hundred twenty eight and 21/100 (128.21) feet to the point of beginning of the described parcel;

Thence: S24°51'49"E in the westerly line of said Subparcel 2N one hundred seventy and 06/ 100 (170.06) feet to a point;

Thence: N70°27'17"W one and 41/100 (1.41) feet to a point;

Thence: N24°13'03"W one and 41/100 (1.41) feet to a point;

Thence: N24°53'33"W one hundred fifty two and 44/100 (152.44) feet to a point;

Thence: N22°58'31"W one and 84/100 (1.84) feet to a point;

Thence: N20°33'13"W thirteen and 43/100 (13.43) feet to the point of beginning, the last five courses being across land now or formerly of the City of Providence.

Parcel contains one hundred sixty eight (168) square feet more or less.

**EXHIBIT G**

**Sheeting Easement 2**

Beginning in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence N42°55'34"E in the southerly line of Park Row West four and 35/100(4.35) feet to the point of beginning of the described parcel;

Thence: N04°15'02"W one and 37/100 (1.37) feet to a point;

Thence: N42°55'34"E two hundred twenty three and 13/100 (223.13) feet to a point;

Thence: N83°44'36"E one and 54/100 (1.54) feet to a point, the last three courses being within Park Row West;

Thence: S42°55'34"W in the southerly line of Park Row West two hundred twenty five and 23/100 (225.23) feet to the point of beginning.

Parcel contains two hundred twenty six (226) square feet more or less.

**EXHIBIT H**

**Sheeting Easement 3**

Beginning in the westerly line of Exchange Street at the southeasterly corner of land now or formerly of Capital Properties, said point being 70.27' from the intersection of the westerly line of Exchange Street with the northerly line of Memorial Boulevard; said point further described as the southeasterly corner of Subparcel 2S as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N27°50'35"W along the westerly line of Exchange Street one hundred twenty four and 98/100 (124.98) feet to the point of beginning of the described parcel;

Thence: N27°50'35"W along the westerly line of Exchange Street seventy five and 00/100 (75.00) feet to a point;

Thence: S32°39'41"E (0.98) feet to a point;

Thence: S32°11'01"E (6.26) feet to a point;

Thence: S32°41'09"E (1.07) feet to a point;

Thence: S30°20'28"E (2.98) feet to a point;

Thence: S27°50'14"E (52.37) feet to a point;

Thence: S25°29'24"E (2.98) feet to a point;

Thence: S23°25'03"E (8.41) feet to the point of beginning, the last seven courses being within Exchange Street.

Parcel contains fifty (50) square feet more or less.

**EXHIBIT I**

**Tieback Description 1**

Beginning in the westerly line of Exchange Street at the southeasterly corner of land now or formerly of Capital Properties, said point being 70.27' from the intersection of the westerly line of Exchange Street with the northerly line of Memorial Boulevard; said point further described as the southeasterly corner of Subparcel 2S as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N27°50'35"W along the westerly line of Exchange Street twenty two and 05/100 (22.05) feet to the point of beginning of the described parcel.

Thence: N27°50'35"W along the westerly line of Exchange Street three hundred sixty and 78/100 (360.78) feet to a point, said point being the southeasterly corner of the "Utility Corridor" as shown on said plan;

Thence: N62°09'25"E forty and 00/100 (40.00) feet to a point;

Thence: S27°50'35"E two hundred twenty one and 02/100 (221.02) feet to a point;

Thence: S62°09'25"W nine and 00/100 (9.00) feet to a point;

Thence: S27°50'35"E one hundred thirty nine and 77/100 (139.77) feet to a point;

Thence: S62°09'25"W thirty one and 00/100 (31.00) feet to the point of beginning, the last five courses being within Exchange Street.

Parcel contains 13,173 square feet or 0.30242 acres more or less.

**EXHIBIT J**

**Tieback Description 2**

Beginning at a point in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: N42°55'34"E along the southerly line of Park Row West four and 22/100 (4.22) feet to the point of beginning of the described parcel;

Thence: N47°04'26"W fifty and 00/100 (50.00) feet to the northerly line of Park Row West;

Thence: N42°55'34"E eighty three and 35/100 (83.35) feet to a point;

Thence: S47°04'26"E four and 00/100 (4.00) feet to a point;

Thence: N42°55'34"E seventy two and 00/100 (72.00) feet to a point;

Thence: S47°04'26"E four and 00/100 (4.00) to a point;

Thence: N42°55'34"E seventy and 00/100 (70.00) to a point;

Thence: S47°04'26"E forty two and 00/1000 (42.00) feet to the southerly line of Park Row West, the last 5 courses being within Park Row West;

Thence: S42°55'34"W along the southerly line of Park Row West two hundred twenty five and 35/100 (225.35) feet to the point of beginning.

Parcel contains 10,420 square feet or 0.23920 acres more or less.

**EXHIBIT K**

**Tieback Description 3**

Beginning at a point in the southerly line of Park Row West (a.k.a. American Express Plaza) at the northwesterly corner of land now or formerly of Capital Properties, Inc., said point further described as the northwesterly corner of Subparcel 2N as shown on that plan entitled "Plan of Land in Providence, RI Showing Subparcels 2N, 2S and Stillman Street Extension, So-Called in the Capital Center Project Area" prepared by Stanley Engineering Inc. Scale 1"=20' Dated December, 1989 and recorded in the City of Providence Land Evidence in Plat Book 52 Page 169.

Thence: S24°51'49"E along the westerly line of said Subparcel 2N one hundred fifty seven and 41/100 (157.41) feet to a point;

Thence: S65°08'11"W across land now or formerly of the City of Providence forty and 00/100 (40.00) feet to a point;

Thence: N24°51'49"W seventy six and 71/100 (76.71) feet to a point;

Thence: S65°08'11"W five and 00/100 (5.00) feet to a point;

Thence: N24°51'49"W partly across land now or formerly of the City of Providence and partly within Park Row West eighty one and 59/100 (81.59) feet to a point;

Thence: N65°00'01"E forty five and 00/100 (45.00) feet to a point;

Thence: S24°51'49"E one and 00/100 (1.00) feet to the southerly line of Park Row West and the point of beginning.

Parcel contains 6,743 square feet or 0.15479 acres more or less.

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