

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 267

Approved April 24, 1986

WHEREAS, in order to facilitate the reconstruction, maintenance, operation, and removal of gas lines and apparatus, the Narragansett Electric Company and the New England Telephone and Telegraph Company should be granted utility easements over certain City owned property.

RESOLVED, that His Honor the Mayor is hereby authorized to execute and deliver such documents or deeds as necessary to grant to the said Narragansett Electric Company and the New England Telephone and Telegraph Company Utility Easements in and to City owned property further described and consisting of portions of Hillside Road, Traverse Road, and Midway Road in the City of Cranston, said portions having been abandoned by the City of Cranston and acquired by the City of Providence by virtue of Resolution No. 85-53 of the City of Cranston.

IN CITY COUNCIL

APR 17 1986  
READ AND PASSED

*Richard W. Eaton* PRES.

*Rosemondance* CLERK

APPROVED

APR 24 1986

*John Dwyer*

RESOLUTION AUTHORIZING HIS HONOR  
THE MAYOR TO EXECUTE DOCUMENTS  
RELATIVE TO NARRAGANSETT ELECTRIC  
AND NEW ENGLAND TELEPHONE AND  
TELEGRAPH EASEMENTS

IN CITY COUNCIL  
FEB 6 1986

FIRST READING  
REFERRED TO COMMITTEE ON

CITY PROPERTY

*Robert Mendonca* CLERK

*Councilman Glavin, Councilman Dillon  
and Councilwoman Tognoli (By Request)*

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor") and Thomas J. Flatley d/b/a THE FLATLEY COMPANY (hereinafter referred to as the "Grantee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants to the Grantee, its successors and assigns, the perpetual right and non-exclusive easement for ingress and egress by foot and/or any form of vehicle or transportation device and otherwise for all purposes for which roads and ways may be utilized in the City of Cranston and to reconstruct, maintain, operate and remove poles, anchor guys, aerial cables, pipes, conduits, wires, buried cables, buried service wires and utilities (hereinafter collectively referred to as the "Utilities") which now exist or may from time to time hereafter be installed as replacements thereof, in, under, through, over and across that portion of land westerly of Midway Road in the City of Cranston, State of Rhode Island, (the "Easement Area") which is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The parties hereto further agree as follows:

1. The location of the Utilities within the Easement Area shall be the same as they are now located; provided, however, that if the future use or development of all or any portion of the Easement Area by the Grantor or the Grantee, their successors and assigns, shall require relocation of all or any portion of the Utilities, then the Grantee shall be entitled to relocate the Utilities to an alternate location within the Easement Area at the cost and expense of the party requesting the relocation. In addition, the parties will amend this Easement Agreement if necessary to confirm such relocation.

2. The Grantor reserves for itself, its successors and assigns, the right to use any and all portions of the Easement Area for all purposes for which roads and ways may be utilized in the City of Cranston from time to time including, without limitation, installation, maintenance and repair of any and all easements and other utilities, as a means of ingress and egress to and from adjacent buildings and improvements and for any other use or purpose which does not unreasonably interfere with the Grantee's use and enjoyment of the easement rights granted herein. The Grantor further reserves the right to grant to any other person, firm, trust, corporation, partnership or other entity, easement rights,

including, without limitation, gas, electric, telephone and any other utility easements in, over, under and through all or any portion of the Easement Area.

3. All materials and all work furnished and performed by or on behalf of the Grantee in connection with the easement rights granted herein including, without limitation, with respect to any repairs, modifications or replacements to any of the Utilities shall be furnished and performed by and at the sole cost and expense of the Grantee. The Grantee agrees to keep and maintain the Utilities in good order, condition and repair at its sole cost and expense. Before entering upon the Easement Area for purpose of any repair, replacement or other construction activity, except in the case of an emergency, the Grantee shall provide the Grantor with twenty-four (24) hours prior notice. The Grantee agrees, at its sole cost and expense, to make all necessary provisions to protect all now existing or hereafter arising duct lines, drainage lines, wire lines, pipe lines and all other conduits and occupations by other authorized parties or utility companies. Upon completion of any maintenance, repair or construction, the Grantee agrees to restore the Easement Area involved to the same condition it was in immediately prior to such maintenance, repair or construction. Prior to commencing any such maintenance, repair or other construction activity, the Grantee shall obtain all necessary permits and approvals and all necessary and appropriate builders risk and public liability insurance naming the Grantor as an additional insured. The Grantee may delegate and assign to any utility company any or all of its obligations and duties hereunder and, upon such delegation, the Grantor will be deemed a third party beneficiary of such agreement with the utility company and the Grantee may not be held liable for any default or non-performance by such utility company.

4. The Grantee covenants and agrees to indemnify, defend and hold the Grantor (and its successors and assigns) harmless from and against any and all claims, demands, actions, causes of action, costs, losses, damages or other liabilities in connection with the acts of the Grantee arising out of the use, construction, maintenance, repair, renewal and/ or removal of any or all of the Utilities. In addition, the Grantee agrees to promptly pay for all materials furnished and labor supplied to the Grantee in connection with any maintenance, repair or other construction activities relating to the Utilities. In the event any mechanic's lien or other lien or other charge or order for the payment of money shall be filed against the Grantor or any real estate owned by the Grantor as a result of any materials supplied or labor furnished by or on behalf of the Grantee, the Grantee shall, at its own cost and expense, cause the same to be discharged of

record within thirty (30) days after written notice from the Grantor to the Grantee and the Grantee shall indemnify, defend and hold the Grantor harmless from and against any and all claims, demands, actions, causes of action or other liabilities arising out of or in connection with any such liens.

5. All notices required or contemplated hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Grantee at the address beneath such party's signature and to Grantor at the address designated below or to such other address or addressee as any party may designate from time to time:

If to Grantor:                      City of Providence  
   c/o John E. Martinelli, Esquire  
   127 Dorrance Street  
   Providence, Rhode Island 02908

6. This Easement Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Easement Agreement may not be amended or modified except pursuant to a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

GRANTOR:

CITY OF PROVIDENCE

\_\_\_\_\_  
Joseph R. Paolino, Jr., Mayor

GRANTEE:

\_\_\_\_\_  
Thomas J. Flatley, d/b/a  
The Flatley Company

Address: 150 Wood Road  
                 Braintree, Massachusetts 02184

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me personally appeared the above-named Joseph R. Paolino, Jr., the Mayor of the City of Providence to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed in his said capacity and free act and deed of the City of Providence Water Supply Board.

\_\_\_\_\_  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me appeared Thomas J. Flatley, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

That certain tract or parcel of land with all buildings and improvements thereon situated northerly of Sockanosset Cross Road, in the City of Cranston, State of Rhode Island is herein bounded and described;

Beginning at the most southwesterly corner of the herein describe parcel said point being located one hundred thirty six and 61/100 (136.61') feet northeasterly of a granite bound as measured along the northerly line of Midway Road;

thence proceeding in a northwesterly direction a distance of ninty three and 66/100 (93.66') feet to a point, bounded southwesterly by land now or formerly of Garden City;

thence turning an interior angle of  $90^{\circ}-00'-00''$  and proceeding in a northeasterly direction fifty and 00/100 (50.00') feet to a point, bounded northwesterly by land now or formerly of The City of Providence Water Supply Board;

thence turning an interior angle of  $90^{\circ}-00'-00''$  and proceeding in a southeasterly direction one hundred ten and 00/100 (110.00') feet to a point, bounded northeasterly by land now or formerly of Garden City;

thence turning an proceeding along the arc of a curve with a delta angle of  $2^{\circ}-09'-35''$  and a radius of one thousand thirty and 00/100 a distance of thirty eight and 83/100 (38.83') feet to a point,

thence proceeding in a southwesterly direction thirteen and 78/100 (13.78') feet to the point and place of beginning, the last two courses bounded southeastly by Midway Road.

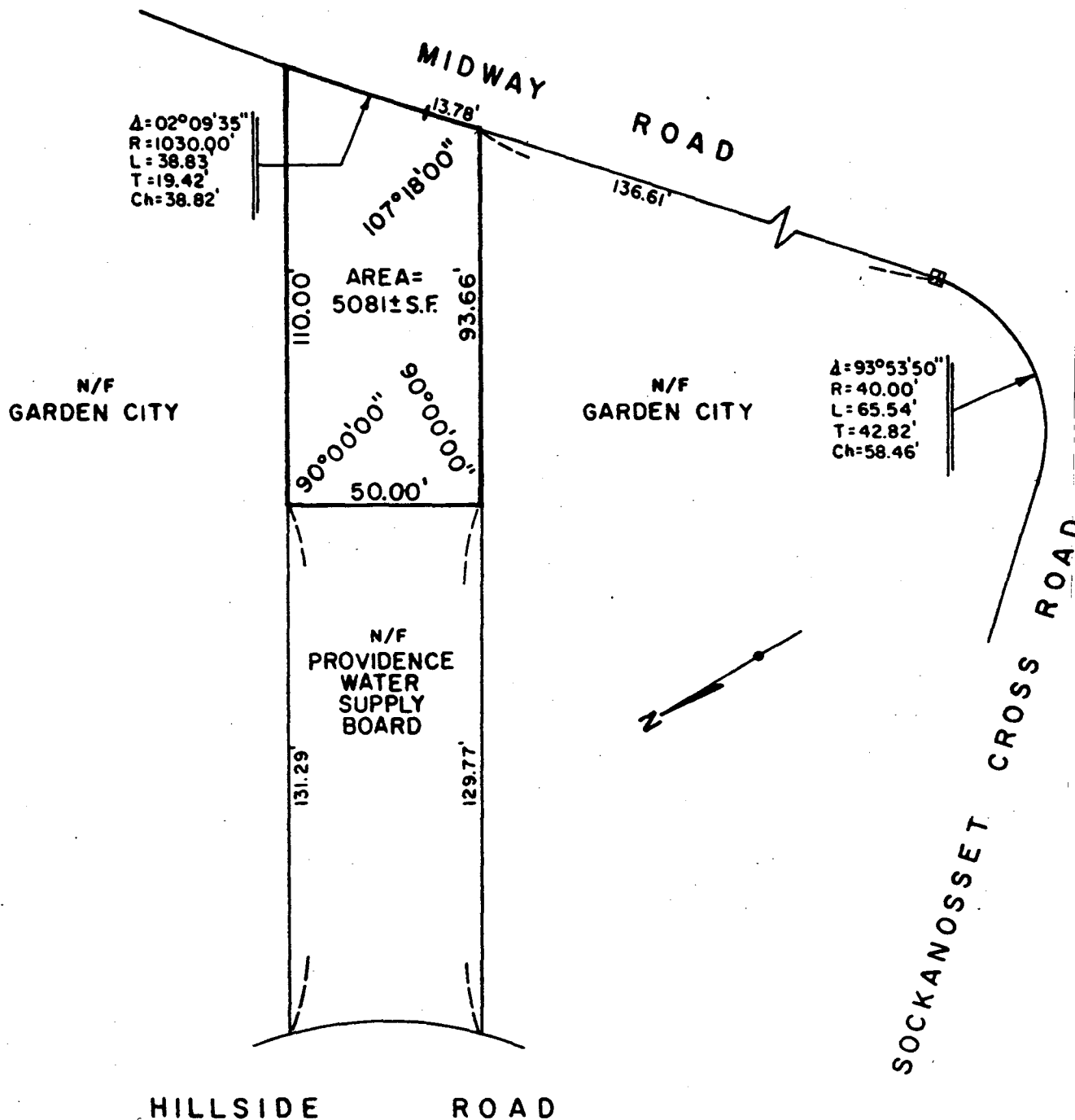
Said parcel contains 5,081+ S.F.

Meaning and intending to convey a easement across a portion of the City of Providence Water Supply Boards property for ingress and egress said property being located northerly at Midway Road.

# GAROFALO

Zoning Classification: \_\_\_\_\_  
 Front Setback Req'd: \_\_\_\_\_  
 Side Setback Req'd: \_\_\_\_\_  
 Rear Setback Req'd: \_\_\_\_\_

PLAT NO. \_\_\_\_\_  
 LOT NO. \_\_\_\_\_  
 AREA = \_\_\_\_\_



### AVAILABLE UTILITIES:

NOTE LOCATIONS APPROXIMATE:  
 CONTACT UTILITY CO. BEFORE ATTEMPTING  
 TO EXCAVATE.

### REFERENCES

OEED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

### PLOT PLAN OF LAND

#### EASEMENT

Scale: 1" = 40' Date: SEPT. 4, 1985

**LEONARD A. GAROFALO & ASSOCIATES, INC.**  
 Engineers / Surveyors / Planners  
 780 JEFFERSON BLVD.  
 WARWICK, R.I.

Prepared For: \_\_\_\_\_



## EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor") and THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation with a place of business at 280 Melrose Street, Providence, Rhode Island 02908, (hereinafter the "Grantee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants to the Grantee, its successors and assigns, the perpetual right and non-exclusive easement to reconstruct, maintain, operate and remove poles, anchor guys, aerial cables, wires, buried cables, buried service wires and conduits (hereinafter collectively referred to as the "Electric Facilities") which now exist or may from time to time hereafter be installed as replacements thereof, in, under, through, over and across that portion of Hillside Road in the City of Cranston, State of Rhode Island, which was abandoned by the City of Cranston and acquired by the Grantor by virtue of Resolution (the "Resolution") No. 85-53 of the City of Cranston, approved May 28, 1985, and recorded in the Records of Land Evidence of the City of Cranston on July 23, 1985, at 11:35 A.M., which abandoned roads (hereinafter collectively referred to as the "Easement Area") are more particularly described on Exhibit A attached hereto and incorporated herein by reference and are also described in the Resolution. This Agreement is executed pursuant to the requirements of the Resolution.

The parties hereto further agree as follows:

1. The location of the Electric Facilities within the Easement Area shall be the same as they are now located; provided, however, that if the future use or development of all or any portion of the Easement Area by the Grantor, its successors and assigns, shall require relocation of all or any portion of the Electric Facilities, then the Grantee, at the request of the Grantor, will make such relocation to a mutually satisfactory alternate location and the Grantor will require the Grantor to pay to the Grantee the reasonable cost of such relocation. The Grantee agrees not to unreasonably withhold its consent to any request by the Grantor to relocate any or all of the Electric Facilities. In addition, the parties will amend this Easement Agreement if necessary to confirm such relocation.

2. The Grantor reserves for itself, its successors, heirs, legal representatives and assigns, the right to use any and all portions of the Easement Area acquired by it pursuant to the Res-

olution for all purposes for which roads and ways may be utilized in the City of Cranston from time to time including, without limitation, the right to utilize same for installation, maintenance and repair of any and all easements and other utilities, as a means of ingress and egress to and from adjacent buildings and improvements and for any other use or purpose which does not unreasonably interfere with the Grantee's use and enjoyment of the easement rights granted herein. The Grantor further reserves the right to grant to any other person, firm, trust, corporation, partnership or other entity, easement rights, including, without limitation, any other utility easements in, over, under and through all or any portion of the Easement Area acquired by it pursuant to the Resolution.

3. All materials and all work furnished and performed by or on behalf of the Grantee in connection with the easement rights granted herein including, without limitation, with respect to any repairs, modifications or replacements to any of the Electric Facilities shall be furnished and performed by and at the sole cost and expense of the Grantee. The Grantee agrees to keep and maintain the Electric Facilities in good order, condition and repair at its sole cost and expense. Before entering upon the Easement Area for purpose of any repair, replacement or other construction activity, except in the case of an emergency, the Grantee shall provide the Grantor with twenty-four (24) hours prior notice. The Grantee agrees, at its sole cost and expense, to make all necessary provisions to protect all now existing or hereafter arising duct lines, drainage lines, wire lines, pipe lines and all other conduits and occupations by other authorized parties or utility companies. Upon completion of any maintenance, repair or construction, the Grantee agrees to restore the Easement Area involved to the same condition it was in immediately prior to such maintenance, repair or construction. Prior to commencing any such maintenance, repair or other construction activity, the Grantee shall obtain all necessary permits and approvals, and the Grantee shall be solely responsible for insuring against any and all building risk or public liability which may result from any activity it undertakes in the Easement Area.

4. The Grantee covenants and agrees to indemnify, defend and hold the Grantor (and its successors, heirs, legal representatives and assigns) harmless from and against any and all claims, demands, actions, causes of action, costs, losses, damages or other liabilities arising out of or in connection with the presence, location, use, construction, maintenance, repair, renewal and/ or removal of any or all of the Electric Facilities. In addition, the Grantee agrees to promptly pay for all materials furnished and labor supplied in connection with any maintenance, re-

pair or other construction activities relating to the Electric Facilities. In the event any mechanic's lien or other lien or other charge or order for the payment of money shall be filed against the Grantor or any real estate owned by the Grantor as a result of any materials supplied or labor furnished by or on behalf of the Grantee, the Grantee shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after written notice from the Grantor to the Grantee and the Grantee shall indemnify, defend and hold the Grantor harmless from and against any and all claims, demands, actions, causes of action or other liabilities arising out of or in connection with any such liens.

5. All notices required or contemplated hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Grantor at the address set forth in this Agreement or to such other address or addressee as any party may designate from time to time.

6. This Easement Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, legal representatives and assigns. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Easement Agreement may not be amended or modified except pursuant to a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

GRANTEE:

THE NARRAGANSETT ELECTRIC COMPANY

By: \_\_\_\_\_

Title:

GRANTOR:

THE CITY OF PROVIDENCE

\_\_\_\_\_  
Joseph R. Paolino, Jr., Mayor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986,  
before me appeared the above-named \_\_\_\_\_, to me  
known and known by me to be the \_\_\_\_\_ of The  
Narragansett Electric Company, and \_\_\_\_\_ acknowledged said instrument  
by \_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed in \_\_\_\_\_ said capacity,  
and the free act and deed of The Narragansett Electric Company.

\_\_\_\_\_  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986,  
before me appeared the above-named Joseph R. Paolino, Jr., to me  
known and known by me to be the Mayor of The City of Providence he  
acknowledged said instrument by him executed to be his free act and  
deed in his said capacity, and the free act and deed of The City of  
Providence.

\_\_\_\_\_  
Notary Public

## Exhibit A

That certain tract or parcel of land with all buildings and improvements thereon situated northerly of Sockanosset Cross Road, in the City of Cranston, State of Rhode Island;

Beginning at a Rhode Island highway bound found opposite and northeasterly three hundred forty eight and 52/100 (348.52') feet from Station P.I. 445.48 as established by State Highway Plat No. 1361;

thence in a southeasterly and northeasterly direction along the arc of a curve having a delta angle of  $102^{\circ}-34'-20''$  and a radius of forty and 00/100 (40.00') feet, a distance of seventy one and 60/100 (71.60') feet to a P.C.C.;

thence turning an interior chord angle to the right of  $126^{\circ}-00'-18''$  and continuing in a northeasterly direction along the arc of a curve having a delta angle of  $5^{\circ}-25'-05''$  and a radius of two hundred sixty five and 00/100 (265.00') feet, a distance of twenty five and 06/100 (25.06') feet to a P.C.C. and the point of beginning for the herein described parcel, the last two courses being bounded southeasterly and northeasterly by Hillside Road so called;

thence continuing northeasterly along the arc of a curve having a delta angle of  $10^{\circ}-50'-03''$  and a radius of two hundred sixty five and 00/100 (265.00') feet to a point, bounded northwesterly by land now or formerly of City of Providence Water Supply Board;

thence proceeding in a southeasterly direction a distance of seventy and 49/100 (70.49') feet to a point, bounded northerly by Hillside Road so-called;

thence proceeding in a southwesterly direction along the arc of a curve having a delta angle of  $8^{\circ}-33'-44''$  and a radius of three hundred thirty five and 00/100 (335.00') feet to a point, bounded southeasterly by land now or formerly of City of Providence Water Supply Board;

thence proceeding in a northwesterly direction a distance of seventy and 09/100 (70.09') feet to the point and place of beginning, bounded southerly by Hillside Road so-called;

Said parcel contains 3,505+ S.F.

Zoning Classification: \_\_\_\_\_

Front Setback Req'd: \_\_\_\_\_

Side Setback Req'd: \_\_\_\_\_

Rear Setback Req'd: \_\_\_\_\_

PLAT NO. \_\_\_\_\_

LOT NO. \_\_\_\_\_

AREA = \_\_\_\_\_

N/F  
PROVIDENCE WATER  
SUPPLY BOARD

N/F  
GARDEN CITY

N/F  
GARDEN CITY

$\Delta = 08^{\circ}33'44''$   
R = 335.00'  
L = 50.06'  
T = 25.08'  
Ch = 50.01'

HILLSIDE

AREA = 3506 ± S.F.

ROAD

70.49'

70.09'



N/F  
GARDEN CITY

N/F  
GARDEN CITY

$\Delta = 10^{\circ}50'03''$   
R = 265.00'  
L = 50.11'  
T = 25.13'  
Ch = 50.03'

N/F  
PROVIDENCE WATER  
SUPPLY BOARD

AVAILABLE UTILITIES:

NOTE LOCATIONS APPROXIMATE:  
CONTACT UTILITY CO. BEFORE ATTEMPTING  
TO EXCAVATE.

REFERENCES

DEED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

**PLOT PLAN OF LAND  
EASEMENT.**

Scale: 1" = 20'      Date: SEPT. 4, 1985

**LEONARD A. GAROFALO & ASSOCIATES, INC.**  
Engineers / Surveyors / Planners  
780 JEFFERSON BLVD.  
WARWICK, R.I.

Prepared For \_\_\_\_\_

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor"), and the NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation with a place of business at 291 Promenade Street, Providence, Rhode Island 02908 (hereinafter the "Grantee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants to the Grantee, its successors and assigns, the perpetual right and non-exclusive easement to reconstruct, maintain, operate and remove poles, anchor guys, aerial cables, wires, buried cables, buried service wires and conduits (hereinafter collectively referred to as the "Telephone Facilities") which now exist or may from time to time hereafter be installed as replacements thereof, in, under, through, over and across that portion of Hillside Road, in the City of Cranston, State of Rhode Island, which was abandoned by the City of Cranston and acquired by the Grantor by virtue of Resolution (the "Resolution") No. 85-53 of the City of Cranston, approved May 28, 1985, and recorded in the Records of Land Evidence of the City of Cranston on July 23, 1985, at 11:35 A.M., which abandoned roads (hereinafter collectively referred to as the "Easement Area") are more particularly described on Exhibit A attached hereto and incorporated herein by reference and are also described in the Resolution. This Agreement is executed pursuant to the requirements of the Resolution.

The parties hereto further agree as follows:

1. The location of the Telephone Facilities within the Easement Area shall be the same as they are now located; provided, however, that if the future use or development of all or any portion of the Easement Area by the Grantor, its successors and assigns, shall require relocation of all or any portion of the Telephone Facilities, then the Grantee, at the request of the Grantor, will make such relocation to a mutually satisfactory alternate location and the Grantor will require the Grantor to pay to the Grantee the reasonable cost of such relocation. The Grantee agrees not to unreasonably withhold its consent to any request by the Grantor to relocate any or all of the Telephone Facilities. In addition, the parties will amend this Easement Agreement if necessary to confirm such relocation.

2. The Grantor reserves for itself, its successors, heirs, legal representatives and assigns, the right to use any and all portions of the Easement Area acquired by it pursuant to the Res-

olution for all purposes for which roads and ways may be utilized in the City of Cranston from time to time including, without limitation, the right to utilize same for installation, maintenance and repair of any and all easements and other utilities, as a means of ingress and egress to and from adjacent buildings and improvements and for any other use or purpose which does not unreasonably interfere with the Grantee's use and enjoyment of the easement rights granted herein. The Grantor further reserves the right to grant to any other person, firm, trust, corporation, partnership or other entity, easement rights, including, without limitation, any other utility easements in, over, under and through all or any portion of the Easement Area acquired by it pursuant to the Resolution.

3. All materials and all work furnished and performed by or on behalf of the Grantee in connection with the easement rights granted herein including, without limitation, with respect to any repairs, modifications or replacements to any of the Telephone Facilities shall be furnished and performed by and at the sole cost and expense of the Grantee. The Grantee agrees to keep and maintain the applicable Facilities in good order, condition and repair at its sole cost and expense. Before entering upon the Easement Area for purpose of any repair, replacement or other construction activity, except in the case of an emergency, the Grantee shall provide the Grantor with twenty-four (24) hours prior notice. The Grantee agrees, at its sole cost and expense, to make all necessary provisions to protect all now existing or hereafter arising duct lines, drainage lines, wire lines, pipe lines and all other conduits and occupations by other authorized parties or utility companies. Upon completion of any maintenance, repair or construction, the Grantee agrees to restore the Easement Area involved to the same condition it was in immediately prior to such maintenance, repair or construction. Prior to commencing any such maintenance, repair or other construction activity, the Grantee shall obtain all necessary permits and approvals, and the Grantee shall be solely responsible for insuring against any and all building risk or public liability which may result from any activity it undertakes in the Easement Area.

4. The Grantee covenants and agrees to indemnify, defend and hold the Grantor (and its successors, heirs, legal representatives and assigns) harmless from and against any and all claims, demands, actions, causes of action, costs, losses, damages or other liabilities arising out of or in connection with the presence, location, use, construction, maintenance, repair, renewal and/ or removal of any or all of the Telephone Facilities. In addition, the Grantee agrees to promptly pay for all materials furnished and labor supplied in connection with any maintenance,



repair or other construction activities relating to the Telephone Facilities. In the event any mechanic's lien or other lien or other charge or order for the payment of money shall be filed against the Grantor or any real estate owned by the Grantor as a result of any materials supplied or labor furnished by or on behalf of the Grantee, the Grantee shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after written notice from the Grantor to the Grantee and the Grantee shall indemnify, defend and hold the Grantor harmless from and against any and all claims, demands, actions, causes of action or other liabilities arising out of or in connection with any such liens.

5. All notices required or contemplated hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Grantor at the address set forth in this Agreement or to such other address or addressee as any party may designate from time to time.

6. This Easement Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, legal representatives and assigns. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Easement Agreement may not be amended or modified except pursuant to a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

GRANTEE:

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY

By: \_\_\_\_\_

Title:

GRANTOR:

THE CITY OF PROVIDENCE

\_\_\_\_\_  
Joseph R. Paolino, Jr., Mayor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me appeared the above-named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of New England Telephone and Telegraph Company, and \_\_\_\_\_ acknowledged said instrument by \_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed in \_\_\_\_\_ said capacity, and the free act and deed of New England Telephone and Telegraph Company.

\_\_\_\_\_  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me appeared the above-named Joseph R. Paolino, Jr., to me known and known by me to be the Mayor of The City of Providence he acknowledged said instrument by him executed to be his free act and deed in his said capacity, and the free act and deed of The City of Providence.

\_\_\_\_\_  
Notary Public

## Exhibit A

That certain tract or parcel of land with all buildings and improvements thereon situated northerly of Sockanosset Cross Road, in the City of Cranston, State of Rhode Island;

Beginning at a Rhode Island highway bound found opposite and northeasterly three hundred forty eight and 52/100 (348.52') feet from Station P.I. 445.48 as established by State Highway Plat No. 1361;

thence in a southeasterly and northeasterly direction along the arc of a curve having a delta angle of  $102^{\circ}-34'-20''$  and a radius of forty and 00/100 (40.00') feet, a distance of seventy one and 60/100 (71.60') feet to a P.C.C.;

thence turning an interior chord angle to the right of  $126^{\circ}-00'-18''$  and continuing in a northeasterly direction along the arc of a curve having a delta angle of  $5^{\circ}-25'-05''$  and a radius of two hundred sixty five and 00/100 (265.00') feet, a distance of twenty five and 06/100 (25.06') feet to a P.C.C. and the point of beginning for the herein described parcel, the last two courses being bounded southeasterly and northeasterly by Hillside Road so called;

thence continuing northeasterly along the arc of a curve having a delta angle of  $10^{\circ}-50'-03''$  and a radius of two hundred sixty five and 00/100 (265.00') feet to a point, bounded northwesterly by land now or formerly of City of Providence Water Supply Board;

thence proceeding in a southeasterly direction a distance of seventy and 49/100 (70.49') feet to a point, bounded northerly by Hillside Road so-called;

thence proceeding in a southwesterly direction along the arc of a curve having a delta angle of  $8^{\circ}-33'-44''$  and a radius of three hundred thirty five and 00/100 (335.00') feet to a point, bounded southeasterly by land now or formerly of City of Providence Water Supply Board;

thence proceeding in a northwesterly direction a distance of seventy and 09/100 (70.09') feet to the point and place of beginning, bounded southerly by Hillside Road so-called;

Said parcel contains 3,505± S.F.

Zoning Classification: \_\_\_\_\_

Front Setback Req'd: \_\_\_\_\_

Side Setback Req'd: \_\_\_\_\_

Rear Setback Req'd: \_\_\_\_\_

PLAT NO. \_\_\_\_\_

LOT NO. \_\_\_\_\_

AREA = \_\_\_\_\_

N/F  
PROVIDENCE WATER  
SUPPLY BOARD

N/F  
GARDEN CITY

N/F  
GARDEN CITY

$\Delta = 08^{\circ}33'44''$   
 $R = 335.00'$   
 $L = 50.06'$   
 $T = 25.08'$   
 $Ch = 50.01'$

HILLSIDE

AREA = 3506± S.F.

ROAD

70.49'

70.09'

N/F  
GARDEN CITY

N/F  
GARDEN CITY

$\Delta = 10^{\circ}50'03''$   
 $R = 265.00'$   
 $L = 50.11'$   
 $T = 25.13'$   
 $Ch = 50.03'$

N/F  
PROVIDENCE WATER  
SUPPLY BOARD

AVAILABLE UTILITIES:

NOTE LOCATIONS APPROXIMATE:  
CONTACT UTILITY CO. BEFORE ATTEMPTING  
TO EXCAVATE.

REFERENCES

DEED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

**PLOT PLAN OF LAND  
EASEMENT.**

Scale: 1" = 20'      Date: SEPT. 4, 1985

**LEONARD A. GAROFALO & ASSOCIATES, INC.**  
Engineers / Surveyors / Planners  
780 JEFFERSON BLVD.  
WARWICK, R.I.

Prepared For:

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor"), and the NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation with a place of business at 291 Promenade Street, Providence, Rhode Island 02908 (hereinafter the "Grantee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants to the Grantee, its successors and assigns, the perpetual right and non-exclusive easement to reconstruct, maintain, operate and remove poles, anchor guys, aerial cables, wires, buried cables, buried service wires and conduits (hereinafter collectively referred to as the "Telephone Facilities") which now exist or may from time to time hereafter be installed as replacements thereof, in, under, through, over and across that portion of Hillside Road, in the City of Cranston, State of Rhode Island, which was abandoned by the City of Cranston and acquired by the Grantor by virtue of Resolution (the "Resolution") No. 85-53 of the City of Cranston, approved May 28, 1985, and recorded in the Records of Land Evidence of the City of Cranston on July 23, 1985, at 11:35 A.M., which abandoned portion (hereinafter referred to as the "Easement Area") is more particularly described on Exhibit A attached hereto and incorporated herein by reference and is also described in the Resolution. This Agreement is executed pursuant to the requirements of the Resolution.

The parties hereto further agree as follows:

1. The location of the Telephone Facilities within the Easement Area shall be the same as they are now located; provided, however, that if the future use or development of all or any portion of the Easement Area by the Grantor, its successors and assigns, shall require relocation of all or any portion of the Telephone Facilities, then the Grantee, at the request of the Grantor, will make such relocation to a mutually satisfactory alternate location and the Grantor will require the Grantor to pay to the Grantee the reasonable cost of such relocation. The Grantee agrees not to unreasonably withhold its consent to any request by the Grantor to relocate any or all of the Telephone Facilities. In addition, the parties will amend this Easement Agreement if necessary to confirm such relocation.

2. The Grantor reserves for itself, its successors, heirs, legal representatives and assigns, the right to use any and all portions of the Easement Area acquired by it pursuant to the Res-

olution for all purposes for which roads and ways may be utilized in the City of Cranston from time to time including, without limitation, the right to utilize same for installation, maintenance and repair of any and all utilities, as a means of ingress and egress to and from adjacent buildings and improvements, and for any other use or purpose which does not unreasonably interfere with the Grantee's use and enjoyment of the easement rights granted herein. The Grantor further reserves the right to grant to any other person, firm, trust, corporation, partnership or other entity, easement rights, including, without limitation, any other utility easements in, over, under and through all or any portion of the Easement Area acquired by it pursuant to the Resolution.

3. All materials and all work furnished and performed by or on behalf of the Grantee in connection with the easement rights granted herein including, without limitation, with respect to any repairs, modifications or replacements to any of the Telephone Facilities shall be furnished and performed by or on behalf of the Grantee and at the sole cost and expense of the Grantee. So long as the Grantee continues to use the Easement Area, the Grantee agrees to keep and maintain the applicable Facilities in good order, condition and repair at its sole cost and expense. Before entering upon the Easement Area for purpose of any repair, replacement or other construction activity, except in the case of an emergency, the Grantee shall provide the Grantor with twenty-four (24) hours prior notice. The Grantee agrees, to the extent reasonably possible at its sole cost and expense, to make all necessary provisions to protect all now existing or hereafter arising duct lines, drainage lines, wire lines, pipe lines and all other conduits and occupations by other authorized parties or utility companies. Upon completion of any maintenance, repair or construction, the Grantee agrees to restore the Easement Area involved promptly to the same condition it was in immediately prior to such maintenance, repair or construction unless otherwise agreed to by the parties hereto. Prior to commencing any such maintenance, repair or other construction activity, the Grantee shall obtain all necessary permits and approvals, and the Grantee shall be solely responsible for insuring against any and all building risk or public liability which may result from any activity it undertakes in the Easement Area.

4. The Grantee covenants and agrees to indemnify, defend and hold the Grantor (and its successors, heirs, legal representatives and assigns) harmless from and against any and all claims, demands, actions, causes of action, costs, losses, damages or other liabilities arising out of or in connection with the presence, location, use, construction, maintenance, repair, renewal

and/ or removal of any or all of the Telephone Facilities. In addition, the Grantee agrees to promptly pay for all materials furnished and labor supplied in connection with any maintenance, repair or other construction activities relating to the Telephone Facilities. In the event any mechanic's lien or other lien or other charge or order for the payment of money shall be filed against the Grantor or any real estate owned by the Grantor as a result of any materials supplied or labor furnished by or on behalf of the Grantee, the Grantee shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after written notice from the Grantor to the Grantee and the Grantee shall indemnify, defend and hold the Grantor harmless from and against any and all claims, demands, actions, causes of action or other liabilities arising out of or in connection with any such liens.

5. All notices required or contemplated hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Grantee at the address set forth in this Agreement or to such other address or addressee as any party may designate from time to time.

6. This Easement Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, legal representatives and assigns. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Easement Agreement may not be amended or modified except pursuant to a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

GRANTEE:

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY

By: \_\_\_\_\_

Title:

GRANTOR:

THE CITY OF PROVIDENCE

\_\_\_\_\_  
Joseph R. Paolino, Jr., Mayor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me appeared the above-named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of New England Telephone and Telegraph Company, and \_\_\_\_\_ acknowledged said instrument by \_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed in \_\_\_\_\_ said capacity, and the free act and deed of New England Telephone and Telegraph Company.

\_\_\_\_\_  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, before me appeared the above-named Joseph R. Paolino, Jr., to me known and known by me to be the Mayor of The City of Providence he acknowledged said instrument by him executed to be his free act and deed in his said capacity, and the free act and deed of The City of Providence.

\_\_\_\_\_  
Notary Public



## Exhibit A

That certain tract or parcel of land with all buildings and improvements thereon situated northerly of Sockanosset Cross Road, in the City of Cranston, State of Rhode Island;

Beginning at a Rhode Island highway bound found opposite and northeasterly three hundred forty eight and 52/100 (348.52') feet from Station P.I. 445.48 as established by State Highway Plat No. 1361;

thence in a southeasterly and northeasterly direction along the arc of a curve having a delta angle of  $102^{\circ}-34'-20''$  and a radius of forty and 00/100 (40.00') feet, a distance of seventy one and 60/100 (71.60') feet to a P.C.C.;

thence turning an interior chord angle to the right of  $126^{\circ}-00'-18''$  and continuing in a northeasterly direction along the arc of a curve having a delta angle of  $5^{\circ}-25'-05''$  and a radius of two hundred sixty five and 00/100 (265.00') feet, a distance of twenty five and 06/100 (25.06') feet to a P.C.C. and the point of beginning for the herein described parcel, the last two courses being bounded southeasterly and northeasterly by Hillside Road so called;

thence continuing northeasterly along the arc of a curve having a delta angle of  $10^{\circ}-50'-03''$  and a radius of two hundred sixty five and 00/100 (265.00') feet to a point, bounded northwesterly by land now or formerly of City of Providence Water Supply Board;

thence proceeding in a southeasterly direction a distance of seventy and 49/100 (70.49') feet to a point, bounded northerly by Hillside Road so-called;

thence proceeding in a southwesterly direction along the arc of a curve having a delta angle of  $8^{\circ}-33'-44''$  and a radius of three hundred thirty five and 00/100 (335.00') feet to a point, bounded southeasterly by land now or formerly of City of Providence Water Supply Board;

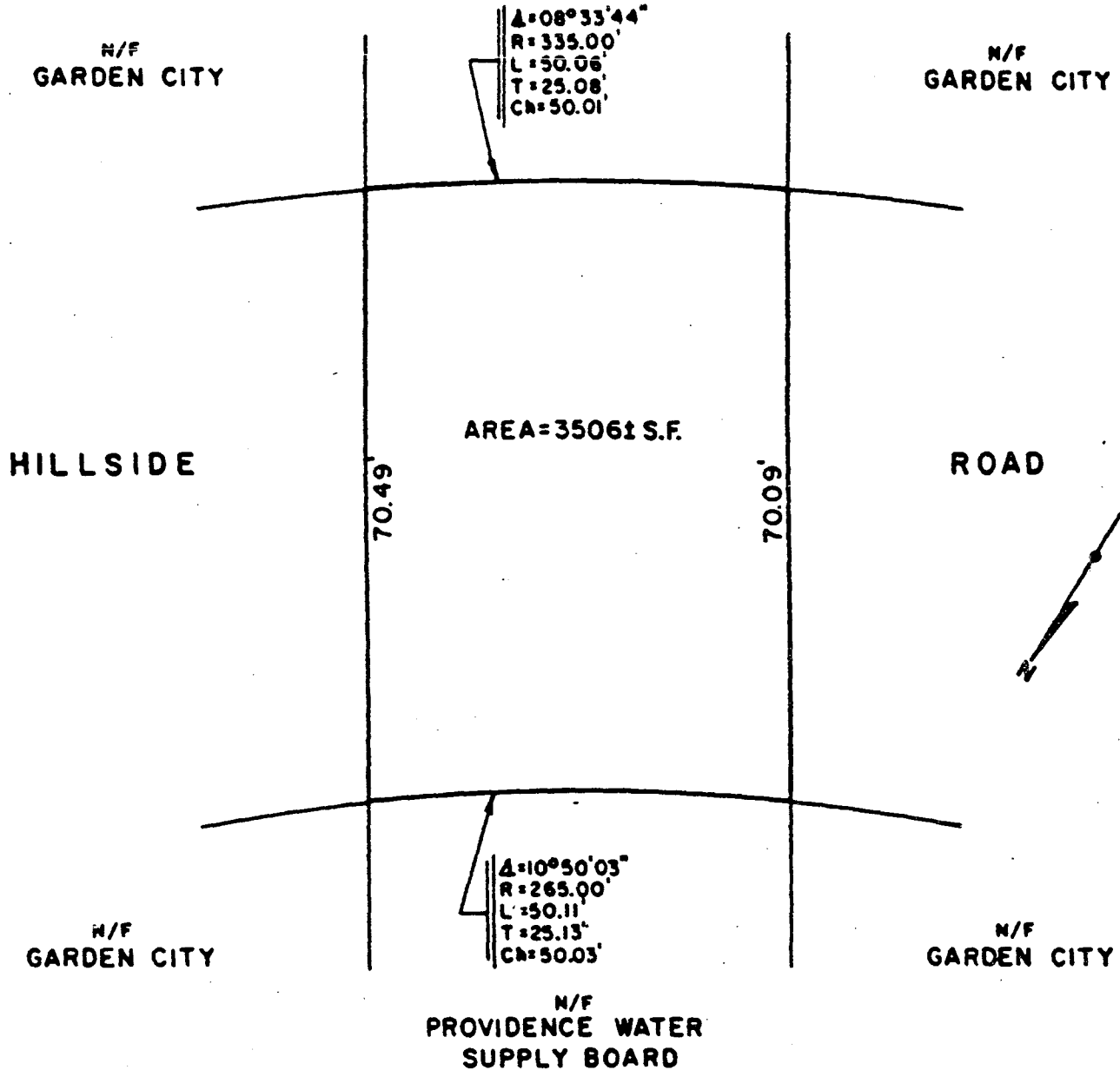
thence proceeding in a northwesterly direction a distance of seventy and 09/100 (70.09') feet to the point and place of beginning, bounded southerly by Hillside Road so-called;

Said parcel contains 3,505+ S.F.

Classification: \_\_\_\_\_  
Front Setback Req'd: \_\_\_\_\_  
Side Setback Req'd: \_\_\_\_\_  
Rear Setback Req'd: \_\_\_\_\_

PLAT NO. \_\_\_\_\_  
LOT NO. \_\_\_\_\_  
AREA = \_\_\_\_\_

N/F  
PROVIDENCE WATER  
SUPPLY BOARD



AVAILABLE UTILITIES:

NOTE LOCATIONS APPROXIMATE:  
CONTACT UTILITY CO. BEFORE ATTEMPTING  
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REFERENCES

DEED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

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Scale: 1" = 20' Date: SEPT. 4, 1985

**LEONARD A. GAROFALO & ASSOCIATES, INC.**  
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