

RESOLUTION OF THE CITY COUNCIL

No. 481

Approved August 15, 1994

WHEREAS, New Horizons of Bruckner, Inc. (hereinafter "Horizons") is the owner in fee of certain real estate located in the City of Providence (Assessor's Plat 1, Lots 75, 79, 84 and 85 and Assessor's Plat 72, Lots 531 and 540) upon which said Horizons wishes to erect a merchandising outlet; and

WHEREAS, the City of Providence is the holder of certain rights of easements for sewers, slope and the maintenance of such sewers and slope. Such easements run over, under and through the real estate owned by Horizons; and

WHEREAS, the City of Providence requires the continued rights of easement so as to provide sanitary services to the citizens and to provide lateral support for Silver Spring Street, a public thoroughfare; and

WHEREAS, the Horizon's proposal necessitates the siting of the proposed improvements above and over the sewer and combination lines, and offers an opportunity to renew and redescribe the slope easement.,

NOW, THEREFORE, BE IT RESOLVED that His Honor, the Mayor, or his designee(s), is authorized to negotiate and execute those documents necessary to allow the reconstruction and relocation of those sewers presently upon the Horizon property; and to redefine the sewer and slope easements that presently exist. Said authority, subject to such conditions as may be imposed by His Honor, the Mayor; and the City Solicitor is conditioned upon the following:

1. Horizons shall bear all costs associated with the relocation and reconstruction of the sewers.
2. Horizons shall bear all costs associated with the regrading of the slope to Silver Spring Street.
3. The Department of Public Works shall, in writing, give approval to the plans for relocation, reconstruction and regrading.
4. Horizons shall, upon completion of the construction, relocation and regrading, file "as built" plans with the Department of Public Works.

IN CITY COUNCIL
July 7 1994
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Michael R. Chance CLERK

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution
Barbara A. Garrison
7/14/94 Clerk

5. Horizons shall undertake all construction in a manner consistent with the plans submitted to the Council Committee on Public Works except to the extent those plans may be modified by the Department of Inspection and Standards.

6. Horizons shall bear sole responsibility for the maintenance in good working order for those sections of the relocated/reconstructed or existing sewers from a mutually agreed point beyond the improvements to the real estate through the siphon pump.

7. Horizons shall bear responsibility for the decorative maintenance of the regraded slope easement.

8. Horizons shall execute indemnification and hold harmless agreements, in a form satisfactory to the City Solicitor, with respect to subparagraph 6 above. Additionally, Horizons shall execute, in a form suitable to the City Solicitor, an indemnification and hold harmless agreement protecting the City of Providence, its agents, successors, employees and assigns, from claims or demands arising out of the reconstruction/relocation and regrading and from any damage to existing sewers.

9. Horizons shall obtain and maintain a certificate of insurance (or, in the event of self-insurance, a statement of financial responsibility) in an amount to be determined appropriate by the City Solicitor and in a form satisfactory to the Solicitor.

10. The rights and obligations contained herein shall be deemed to run with the land and appropriate documents shall be recorded in the Office of Land Evidence so as to evidence the same.

11. Nothing contained herein is intended to abrogate or modify earlier rights of easement granted to the Narragansett Bay Commission.

12. Horizons, by undertaking any construction authorized herein, does explicitly agree that all representations made to the City Council Committee on Public Works are made a part hereof.

IN CITY COUNCIL
AUG 4 1994
READ AND PASSED
[Signature]
PRES.
[Signature]
CLERK

APPROVED
AUG 15 1994
[Signature]
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 body

to revise three easements that exist on land in the Silver Spring Industrial Park to enable the development of a commercial structure. The three easements are as follows:

Easement A:

A slope easement currently exists along the westerly line of Parcels 10, 11 and 12 of the Silver Spring Industrial Park. It is proposed that this easement be abandoned and relocated to the westerly line of land to be merged with Parcel 10, 11 and 12 along Silver Spring Street.


Easement B:

A portion of an existing sewer line is to be relocated as part of this development project. It is proposed that a portion of the existing easement be abandoned, that a new easement over the relocated sewer line be accepted and that the easement allow the development of a structure over the sewer line.

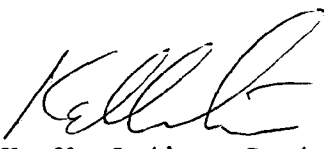
Easement C:

It is requested that an existing easement for a sewer line be amended to provide for the exact location of the easement and to allow the development of a structure over the easement.

Requested by:


John F. Palmieri
Executive Director

Providence Redevelopment
Agency


K. MacArthur Coates
Director of Retail
Development
Carpionato Corporation

READ
V. F. F. P. ON IT IS ORDER
THE SAME BE RECEIVED

IN CITY COUNCIL
JUL 7 1934

FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael L. Clement
CLERK

THE COMMITTEE ON
PUBLIC WORKS

Approves Passage of
The Within Resolution

Barbara A. Davis
Chairman

7/14/94 Clerk

11936.72633 558 42553.d5
6/27/94 6/30/94 10:19 am

AMENDED AND RESTATED EASEMENT AGREEMENT

This AMENDED AND RESTATED EASEMENT AGREEMENT (this "Grant") is made as of this _____ day of _____, 1994 by _____, a _____ having an address of _____ ("Grantor") to the City of Providence, a municipal corporation, having an address of _____ ("Grantee").

RECITALS

A. WHEREAS, Grantor is the fee owner of certain parcels of land situated off of Silver Spring Street in the City of Providence, County of Providence, State of Rhode Island, which parcels are more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Burdened Property").

B. WHEREAS, Grantee has been maintaining certain sewer lines over the Burdened Property, which sewer lines are more particularly shown as "42" St" (the "42" Sewer Line") and "46" Comb. Sewer" (the "46" Sewer Line") on a plan entitled "Plan of Land" prepared by R.A. Cataldo Engineers dated, January, 1994, revised April 28, 1994 and May 4, 1994, and recorded herewith. The 46" Sewer Line is further described in instruments (the "Easement Instruments") recorded with the Land Evidence Records of the City of Providence in Book 700, Page 104 and Book 434, Page 121.

C. WHEREAS, Grantor and Grantee desire by this Grant to amend and restate their rights with respect to the 42" Sewer Line and the 46" Sewer Line and to provide for, among other things (i) the relocation of the 42" Sewer Line to an area ("Easement B Area") shown as "Proposed Easement "B", 20' wide" on a plan entitled "Plan of Proposed Easements" (the "Plan") prepared by R.A. Cataldo Engineering, dated June, 1994, and recorded herewith and more particularly described in Exhibit B attached hereto and by this reference incorporated herein, (ii) to clarify and further define the location of the 46" Sewer Line to be that area ("Easement C Area"; together with Easement B Area, the "Easement Area") shown on the Plan as "Proposed Easement "C", 20' Wide" and more particularly described in Exhibit C attached hereto and by this reference incorporated herein, and (iii) to provide Grantor the right to construct permanent improvements on, over, above or around that portion of the Easement Area marked as _____ on the Plan (the "Improved Area"), all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for consideration paid, the adequacy and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

11936.72633 558 42553.d5
6/27/94 6/30/94 10:19 am

1. Grant. The Grantor hereby grants to Grantee the non-exclusive, perpetual right and easement to access, maintain, operate, replace and repair sewer lines and manholes in, through and under the Easement Area, together with all appurtenances thereto and subject to the terms and conditions contained herein.

2. Grantor's Reservation of Rights. Grantor reserves to itself the right to the normal use and enjoyment of the Easement Area, including, without limitation, the right to use the surface and subsurface of the Easement Area for the construction, installation, maintenance, repair and replacement of telephone lines, power service, lighting feeders, light pole bases, paved access ways and parking and loading areas for motor vehicles, walkways and the like, landscaping (including, without limitation, the placing of sod or loam) and the planting of trees and shrubs, and to grant additional easements in the Easement Area to public bodies and utility companies, provided, however, that the exercise of such rights shall not unreasonably interfere with the rights of Grantee to use, maintain or repair the Easement Area.

3. Relocation of 42" Sewer Line. Notwithstanding anything contained herein to the contrary, Grantor and Grantee agree that Grantor shall have the right to relocate the 42" Sewer Line to within the Easement B Area, the reasonable cost of which shall be borne by Grantor. Grantee acknowledges and consents to such relocation of the 42" Sewer Line and to Grantor accessing the Easement Area for purposes of conducting such relocation. Grantee recognizes and acknowledges that such relocation involves placing new sewer lines and pipes through a portion of Easement B Area and that such new lines and pipes will be connected to pipes and lines currently existing within the Easement Area. Grantee hereby consents to the installation of such new lines and pipes and to their connection to the those currently existing within the Easement Area. Upon the relocation of the 42" Sewer Line, Grantee hereby disclaims, waives, discontinues, abandons and releases to Grantor that portion of the 42" Sewer Line being relocated and shown as " _____ " on the Plan and any other rights or privileges Grantee may have or have had in connection with the Burdened Property.

4. Relocation of the Easement Area. Notwithstanding anything contained herein to the contrary, Grantor and Grantee agree that in the event Grantor shall desire a change in grade or location of the Easement Area, or any portion thereof, Grantee shall make such changes within a reasonable time, at Grantor's sole cost and expense, and provided that such relocation does not materially adversely affect the rights, easements and agreements for the benefit of Grantee herein granted. Upon any such relocation, Grantee shall restore the Easement Area to a condition essentially equivalent to that existing before the action was taken.

11936.72633 558 42553.d5
6/27/94 6/30/94 10:19 am

5. Grantor's Right to Construct Improvements. Notwithstanding anything contained herein to the contrary, Grantor and Grantee agree that Grantor shall have the right to construct, reconstruct, maintain, repair, use and replace permanent improvements, including, without limitation, buildings or other structures, on, over, above or around the Improved Area (collectively, the "Improvements") and notwithstanding anything herein to the contrary, Grantor shall have no obligation to Grantee to remove or alter any Improvements at any time.

6. Maintenance of the Easement Area. Grantor and Grantee hereby agree that Grantee shall be solely responsible for maintaining, repairing and replacing, at Grantee's sole cost and expense, all sewer lines and pipes lying within the Easement Area in good order and repair so that there shall be no leakage from sewer lines or pipes in, on, or through the Burdened Property or the Improved Area. Grantee shall conduct such maintenance and repair without disturbing or interfering in any way with any Improvements or with Grantor's use of any Improvements. All uses, maintenance, repairs, replacements and operations made under the rights and easements granted herein (i) shall be made in accordance with all applicable local, state or federal laws, ordinances, rules and regulations and shall be carried out so as to minimize imposition or burden to the Grantor, (ii) shall be conducted during hours reasonably acceptable to Grantor in order to minimize the impact on Grantor's use of the Burdened Property, and (iii) shall be conducted such that any maintenance or repair of the Easement Area shall not block or prohibit access to any of the Improvements. Further, Grantee shall provide adequate support during any such maintenance or repair so as not to damage or disturb any Improvements. Additionally, Grantee agrees that it shall only access such sewer lines and pipes in a manner which will not interfere with or disturb the Improvements in any way. Grantee agrees that promptly following the exercise of the rights and easements granted herein, including, without limitation, the right and obligation of maintenance and repair, Grantee shall restore the Easement Area and any other affected area to a condition essentially equivalent to that existing before the action was taken.

7. Indemnification. The exercise of all rights and easements granted hereunder shall be at the sole risk and expense of the parties so exercising. Grantee hereby agrees to and shall indemnify Grantor harmless from and against any and all loss, cost, expense and damage, including reasonable attorneys' fees, arising in connection with any damage made at any time to the Easement Area, the Improvements or the Improved Area by the exercise of Grantee's rights hereunder or caused by the negligence or willful misconduct of Grantee or Grantee's agents, employees, contractors or subcontractors. Grantor hereby agrees to and shall indemnify Grantee harmless from and against any loss, cost, expense and damage, including reasonable attorneys' fees, arising from the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors or subcontractors in the exercise of Grantor's rights hereunder.

11936.72633 558 42553.ds
6/27/94 6/30/94 10:19 am

8. Severability. Invalidation of any one or more of these covenants, conditions, easements or restrictions by judgment or court order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

9. Successors and Assigns. The covenants, conditions, easements or restrictions made hereby shall run with the land and bind and inure the respective heirs, personal representatives, successors and assigns, including, without limitation, all subsequent grantees of Grantor with respect to the Property and all persons claiming under Grantor.

10. Superseding Effect. This Grant shall be subject to and shall have the benefit of all matters of record; provided, however, the easements, rights and agreements with respect to the Easement Area and Improved Area set forth in this Grant shall supersede any easements, rights and agreements contained in any instrument relating to the Easement Area or the 42" Sewer Line or 46" Sewer Line, including, without limitation, the easements, rights and agreements contained in the Easement Instruments. This Grant shall govern any conflict regarding the location of and/or rights claimed under the Easement Area or the Improved Area.

11. Amendments. This Agreement may not be changed, modified or amended, in whole or in part, unless such change, modification or amendment is set forth in a written instrument executed by all the then existing owners of the Property and recorded in the Land Evidence Records of the City of Providence.

12. Governing Law. This Grant shall be governed by the laws of the State of Rhode Island.

13. Notices. Any notice, demand or other communication hereunder shall be in writing and shall be deemed delivered on the earlier of (i) the date received, when delivered by any means, or (ii) the date of delivery refusal or non-delivery indicated on the return receipt if deposited in a United States Postal Service Depository, postage prepaid, sent registered or certified mail, return receipt requested, addressed to the party to receive the same at the address as set forth at the beginning of this Grant, or at such other address as may be designated in a notice delivered or mailed as provided herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal as of the date first above written.

GRANTOR:

11936.72633 558 42553.d5
6/27/94 6/30/94 10:19 am

GRANTEE:

STATE OF RHODE ISLAND

County of _____, 1994

Then personally appeared _____ of
_____ 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 _____
free act and deed and free act and deed of _____, before me,

Notary Public

My commission expires:

STATE OF RHODE ISLAND

County of _____, 1994

Then personally appeared _____ of
_____ 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 _____
free act and deed and free act and deed of _____, before me,

Notary Public

My commission expires:

42368.d4

11936.72633 SS8 42553.d5
6/27/94 6/30/94 10:19 am

EXHIBIT A

Grantor's Property

11936.72633 558 42553.d5
6/27/94 6/30/94 10:19 am

EXHIBIT B

Easement B

11936.72633 558 42553.45
6/27/94 6/30/94 10:19 am

EXHIBIT C

Easement C

11936.72633 558 43685.dl
6/29/94 5:35 pm**AMENDED AND RESTATED EASEMENT AGREEMENT**

This AMENDED AND RESTATED EASEMENT AGREEMENT (this "Grant") is made as of this _____ day of _____, 1994 by _____, a _____ having an address of _____ ("Grantor") to the City of Providence, a municipal corporation, having an address of _____ ("Grantee").

RECITALS

A. WHEREAS, Grantor is the fee owner of certain parcels of land situated off of Silver Spring Street in the City of Providence, County of Providence, State of Rhode Island, which parcels are more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Burdened Property").

B. WHEREAS, Grantee has been maintaining a certain area (the "Existing Slope Easement") on the Burdened Property for the purpose of providing necessary lateral support to streets abutting the Burdened Property. The Existing Slope Easement is further described in instrument (the "Easement Instrument") recorded with the Land Evidence Records of the City of Providence in Book 762, Page 30.

C. WHEREAS, Grantor and Grantee desire by this Grant to amend and restate their rights with respect to the Existing Slope Easement and to clarify and further define the location of the Existing Slope Easement to be that area (the "Slope Easement Area") shown as "Proposed Easement 'A'", on a plan entitled "Plan of Proposed Easements" (the "Plan") prepared by R.A. Cataldo Engineering, dated June, 1994 [and recorded herewith] and more particularly described in Exhibit B attached hereto and by this reference incorporated herein, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for consideration paid, the adequacy and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant. The Grantor hereby grants to Grantee the non-exclusive, perpetual right and easement to access, maintain, fill and side-slope over and upon the Slope Easement Area for the purposes of providing necessary lateral support to Silver Spring Street as shown on the Plan, together with all appurtenances thereto and subject to the terms and conditions contained herein. In connection with the foregoing Grantee hereby disclaims, waives, discontinues, abandons and releases to Grantor any other rights or privileges Grantee may have or have had in connection with the Existing Slope Easement over the Burdened Property.

11936.72633 558 43685.d1
6/29/94 5:35 pm

2. Grantor's Reservation of Rights. Grantor reserves to itself the right to the normal use and enjoyment of the Slope Easement Area, including, without limitation, the right to use the surface and subsurface of the Slope Easement Area for the construction, installation, maintenance, repair and replacement of telephone lines, power service, lighting feeders, light pole bases, paved access ways and parking and loading areas for motor vehicles, walkways and the like, landscaping (including, without limitation, the placing of sod or loam) and the planting and maintaining of grass, trees and shrubs, and to grant additional easements in the Slope Easement Area to public bodies and utility companies, provided, however, that the exercise of such rights shall not unreasonably interfere with the rights of Grantee to use, maintain or repair the Slope Easement Area.

3. Reconfiguration of Slope Easement Area. Notwithstanding anything contained herein to the contrary, Grantor and Grantee acknowledge that Grantor shall have the right to access the Slope Easement Area for the purpose of reconstructing the Slope Easement Area to a grade of approximately two feet measured horizontally to one foot measured vertically and to conduct any other activity within the Slope Easement Area necessary in Grantor's discretion to carry out Grantor's right to reconstruct the Slope Easement Area provided in this Section 3.

4. Maintenance of the Slope Easement Area. Grantor and Grantee hereby agree that Grantee shall be solely responsible for maintaining the Slope Easement Area, at Grantee's sole cost and expense, in a condition necessary to provide lateral support to Silver Spring Street and, in the course of maintaining the Slope Easement Area, Grantee shall not cause any interference with or disturbance of the Burdened Property, Grantor's use thereof or any improvements, permanent or otherwise (the "Improvements") located on the Burdened Property. All uses, maintenance and repairs made under the rights and easements granted herein (i) shall be made in accordance with all applicable local, state or federal laws, ordinances, rules and regulations and shall be carried out so as to minimize imposition or burden to the Grantor, (ii) shall be conducted during hours reasonably acceptable to Grantor in order to minimize the impact on Grantor's use of the Burdened Property, and (iii) shall be conducted such that any maintenance or repair of the Slope Easement Area shall not block or prohibit access to any of the Improvements. Further, Grantee shall provide adequate support during any such maintenance or repair so as not to damage or disturb the Burdened property or any Improvements. Grantee agrees that promptly following the exercise of the rights and easements granted herein, including, without limitation, the right and obligation of maintenance and repair, Grantee shall restore the Slope Easement Area and any other affected area to a condition essentially equivalent to that existing before the action was taken.

5. Indemnification. The exercise of all rights and easements granted hereunder shall be at the sole risk and expense of the parties so exercising. Grantee hereby agrees to and shall indemnify Grantor harmless from and against any and all loss, cost,

11936.72633 558 43685.d1
6/29/94 5:35 pm

expense and damage, including reasonable attorneys' fees, arising in connection with any damage made at any time to the Slope Easement Area or the Improvements by the exercise of Grantee's rights hereunder or caused by the negligence or willful misconduct of Grantee or Grantee's agents, employees, contractors or subcontractors. Grantor hereby agrees to and shall indemnify Grantee harmless from and against any loss, cost, expense and damage, including reasonable attorneys' fees, arising from the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors or subcontractors in the exercise of Grantor's rights hereunder.

6. Severability. Invalidation of any one or more of these covenants, conditions, easements or restrictions by judgment or court order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

7. Successors and Assigns. The covenants, conditions, easements or restrictions made hereby shall run with the land and bind and inure the respective heirs, personal representatives, successors and assigns, including, without limitation, all subsequent grantees of Grantor with respect to the Property and all persons claiming under Grantor or the Existing Slope Easement.

8. Superseding Effect. This Grant shall be subject to and shall have the benefit of all matters of record; provided, however, the easements, rights and agreements with respect to the Slope Easement Area set forth in this Grant shall supersede any easements, rights and agreements contained in any instrument relating to the Slope Easement Area or the Existing Slope Easement, including, without limitation, the easements, rights and agreements contained in the Easement Instrument. This Grant shall govern any conflict regarding the location of and/or rights claimed under the Slope Easement Area.

9. Amendments. This Agreement may not be changed, modified or amended, in whole or in part, unless such change, modification or amendment is set forth in a written instrument executed by all the then existing owners of the Property and recorded in the Land Evidence Records of the City of Providence.

10. Governing Law. This Grant shall be governed by the laws of the State of Rhode Island.

11. Notices. Any notice, demand or other communication hereunder shall be in writing and shall be deemed delivered on the earlier of (i) the date received, when delivered by any means, or (ii) the date of delivery refusal or non-delivery indicated on the return receipt if deposited in a United States Postal Service Depository, postage prepaid, sent registered or certified mail, return receipt requested, addressed to the party to receive the

11936.72633 558 43685.d1
6/29/94 5:35 pm

same at the address as set forth at the beginning of this Grant, or at such other address as may be designated in a notice delivered or mailed as provided herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal as of the date first above written.

GRANTOR:

GRANTEE:

STATE OF RHODE ISLAND

County of _____, 1994

Then personally appeared _____ of _____ 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 _____ free act and deed and free act and deed of _____, before me,

Notary Public
My commission expires:

11936.72633 558 43685.d1
6/29/94 5:35 pm

STATE OF RHODE ISLAND

County of _____, 1994

Then personally appeared _____ of
_____ 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 _____
free act and deed and free act and deed of _____, before me,

Notary Public

My commission expires:

11936.72633 558 43685.dl
6/29/94 5:35 pm

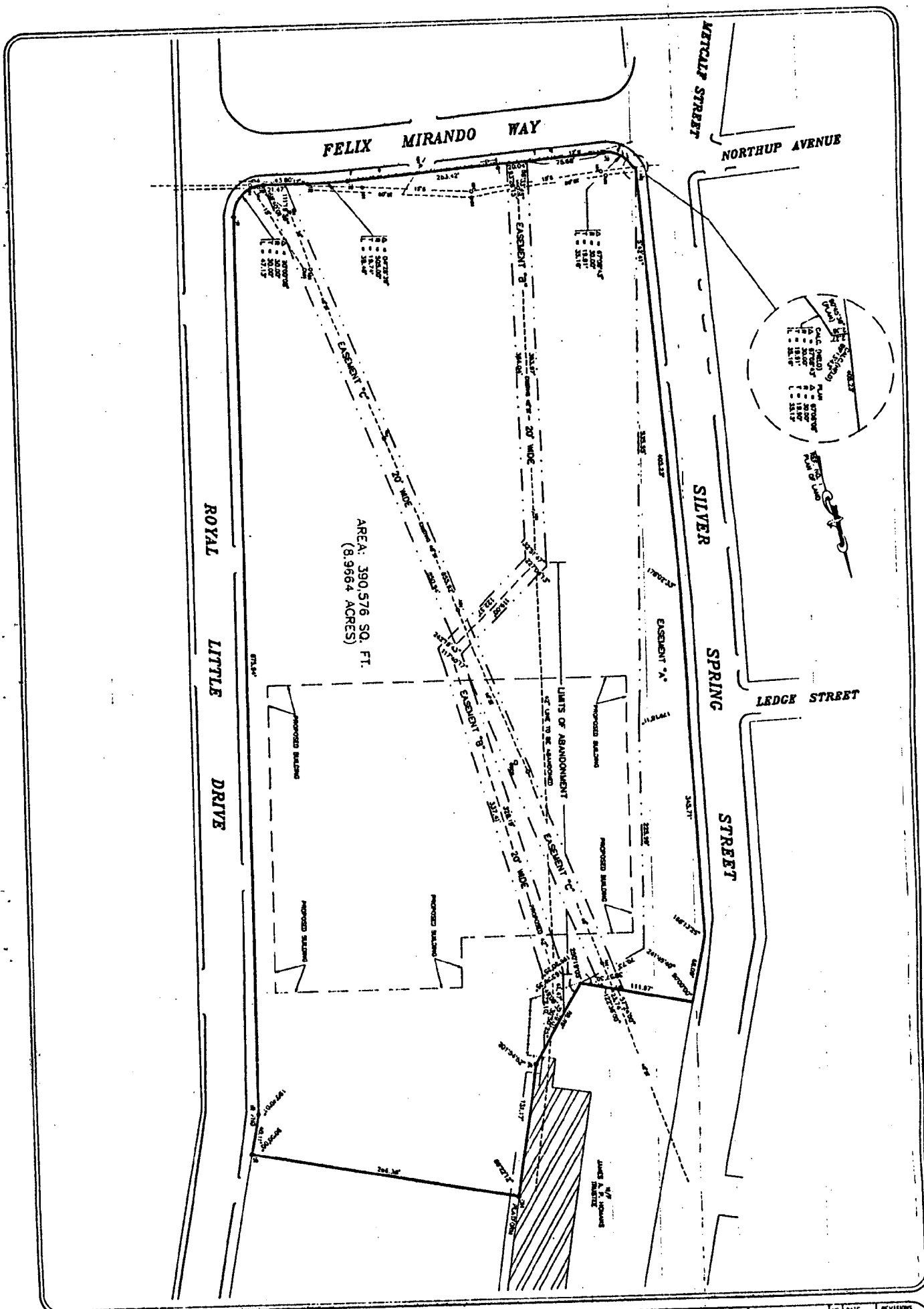
EXHIBIT A

Grantor's Property

11936.72633 558 43685.dl
6/29/94 5:35 pm

EXHIBIT B

Description of Slope Easement Area



PLAN OF EASEMENTS		R.A. CATALDO ENGINEERING ENGINEERS • PLANNERS • SURVEYORS		REVISIONS	
PROJECT NO. 5133	DATE: JUNE 1994	141 PETER ROAD, PLYMOUTH, MI 48150	NO.	DATE	REVISIONS
DRAWN BY: JAC	CHECKED BY: JAC		1	06/20/94	REV. PROPOSED
DESIGNED BY: JAC	APPROVED BY: JAC				
PREPARED FOR: BRADLEES					

EASEMENT "A"
ON
PLAN OF EASEMENTS

That certain parcel of land situated easterly of Silver Spring Street and northerly of Felix Mirando Way in the City of Providence, County of Providence, State of Rhode Island and being bounded and described as follows.

Beginning at a point in the easterly line of Silver Spring Street at the northwesterly corner of the herein described parcel, said point also being the southwest corner of land, now or formerly, of James A.P. Homans, Trustee;

Thence running southeasterly, bounded northeasterly by said Homans land, for a distance of one hundred eleven and 97/100 feet (111.97') to a point at a corner of said Homans land;

Thence turning an interior angle of 38°-57'-30" and running westerly for a distance of seventy and 73/100 feet (70.73') to a point;

Thence turning an interior angle of 241°-45'-40" and running southwest for a distance of two hundred twenty-five and 99/100 feet (225.99') to a point;

Thence turning an interior angle of 179°-18'-11" and continuing southwest for a distance of five hundred thirty-five and 55/100 (535.55') to a point in said easterly line of Silver Spring Street at the northeasterly corner of the intersection of Silver Spring Street with Felix Mirando Way;

Thence turning an interior angle of 5°-42'-41" and running northeasterly in said easterly line of Silver Spring Street for a distance of four hundred five and 23/100 feet (405.23') to an angle point;

Thence turning an interior angle of 178°-02'-33" and running northeasterly in said easterly line of Silver Spring Street for a distance of three hundred forty-five and 71/100 feet (345.71') to an angle point;

Thence turning an interior angle of 166°-13'-25" and running northeasterly in said easterly line of Silver Spring Street for a distance of sixty-eight and 09/100 feet (68.09') to the point and place of beginning.

Easement "A"
Page 2

The last described course forms an interior angle of 90°-00'-00" with the first described course.

Said parcel contains 30,503 square feet of land.

Meaning and intending to describe EASEMENT "A" as shown on that plan entitled: "PLAN OF EASEMENTS PROVIDENCE, RHODE ISLAND PREPARED FOR BRADLEES R.A. CATALDO ENGINEERING SCALE: 1"=40' DATE: JUNE 1994" and recorded herewith.

EASEMENT "B"
ON
PLAN OF EASEMENTS

That certain parcel of land situated easterly of Silver Spring Street and northerly of Felix Miranda Way in the City of Providence, County of Providence, State of Rhode Island and being bounded and described as follows.

Beginning at a point in the northerly line of Felix Miranda Way at the southwesterly corner of the herein described parcel, said point being seventy-five and 68/100 feet (75.68') easterly as measured in said northerly line of Felix Miranda Way of a point of tangency in the said northerly line of Felix Miranda way at the northeasterly corner of the intersection of Felix Miranda Way with Silver Spring Street;

Thence running northeasterly for a distance of three hundred ninety-three and 97/100 feet (393.97') to a point;

Thence turning an interior angle of $132^{\circ}-51'-47''$ and running northeasterly for a distance of one hundred nineteen and 00/100 feet (119.00') to a point;

Thence turning an interior angle of $242^{\circ}-19'-43''$ and running northerly for a distance of three hundred twenty-eight and 19/100 feet (328.19') to a point;

Thence turning an interior angle of $163^{\circ}-39'-35''$ and running northeasterly for a distance of forty-one and 47/100 feet (41.47') to a point in the southeasterly line of land, now or formerly, of James A.P. Homans, Trustee;

Thence turning an interior angle of $149^{\circ}-09'-35''$ and running northeasterly, bounded northwesterly by said Homans land, for a distance of thirty-nine and 01/100 feet (39.01') to a point;

Thence turning an interior angle of $30^{\circ}-50'-25''$ and running southwesterly for a distance of seventy-two and 10/100 feet (72.10') to a point;

Thence turning an interior angle of $196^{\circ}-20'-25''$ and running southerly for a distance of three hundred thirty-seven and 41/100 feet (337.41') to a point;

Thence turning an interior angle of $117^{\circ}-40'-17''$ and running southwesterly for a distance of one hundred twenty-two and 37/100 feet (122.37') to a point;

Thence turning an interior angle of $227^{\circ}-08'-13''$ and running southwesterly for a distance of three hundred eighty-four and 04/100 feet (384.04') to a point in the northerly line of Felix Miranda Way;

Easement "B"
Page 2

Thence turning an interior angle of $93^{\circ}-26'-15''$ and running northwesterly in said northerly line of Felix Mirando Way for a distance of twenty and 04/100 feet (20.04') to the point and place of beginning.

The last described course forms an interior angle of $86^{\circ}-33'-45''$ with the first described course.

Said parcel contains 17,985 square feet of land.

Meaning and intending to describe EASEMENT "B" as shown on that plan entitled: "PLAN OF EASEMENTS PROVIDENCE, RHODE ISLAND PREPARED FOR BRADLEES R.A. CATALDO ENGINEERING SCALE: 1"=40' DATE: JUNE 1994" and recorded herewith.

EASEMENT "C"
ON
PLAN OF EASEMENTS

That certain parcel of land situated easterly of Silver Spring Street and northerly of Felix Mirando Way in the City of Providence, County of Providence, State of Rhode Island and being bounded and described as follows.

Beginning at a point in the northerly line of Felix Mirando Way at the southwesterly corner of the herein described parcel, said point being twenty-one and 47/100 feet (21.47') westerly as measured in said northerly line of Felix Mirando Way of a point of curvature in the northerly line of Felix Mirando Way at the northwesterly corner of the intersection of Felix Mirando Way with Royal Little Drive;

Thence running northwesterly for a distance of eight hundred fifty-five and 92/100 feet (855.92') to a point in the southerly line of land, now or formerly, of James A.P. Homans, Trustee;

Thence turning an interior angle of 57°-24'-00" and running southeasterly, bounded northeasterly by said Homans land, for a distance of twenty-three and 74/100 feet (23.74') to a point;

Thence turning an interior angle of 122°-36'-00" and running southeasterly for a distance of eight hundred fifty and 94/100 feet (850.94') to said point of curvature in the northerly line of Felix Mirando Way;

Thence turning an interior angle of 68°-40'-01" and running northwesterly in the northerly line of Felix Mirando Way for a distance of twenty-one and 47/100 feet (21.47') to the point and place of beginning.

The last described course forms an interior angle of 111°-19'-59" with the first described course.

Said parcel contains 17,069 square feet of land.

Meaning and intending to describe EASEMENT "C" as shown on that plan entitled: "PLAN OF EASEMENTS PROVIDENCE, RHODE ISLAND PREPARED FOR BRADLEES R.A. CATALDO ENGINEERING SCALE: 1"=40' DATE: JUNE 1994" and recorded herewith.