

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 268

Approved April 24, 1986

WHEREAS, in order to facilitate the reconstruction, maintenance, operation, and removal of gas lines and apparatus, the Providence Gas 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 Providence Gas 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

PRES.


CLERK

APPROVED

APR 24 1986

Councilman Allan Cunningham (Dear
Councilman Cunningham (By Request))

RESOLUTION AUTHORIZING HIS
HONOR THE MAYOR TO EXECUTE
DOCUMENTS RELATIVE TO THE
PROVIDENCE GAS COMPANY EASE-
MENTS


CLERK

IN CITY COUNCIL
FEB 6 1986
FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor") and THE PROVIDENCE GAS COMPANY, a Rhode Island corporation with a place of business at 100 Weybosset Street, Providence, Rhode Island, 02903, (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 gas lines and apparatus (hereinafter collectively referred to as the "Gas Company 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 each 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 Gas Company 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 Gas Company 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. Grantee agrees not to unreasonably withhold its consent to any request by the Grantor to relocate any or all of the Gas Company 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 Resolution for all purposes for which roads and ways may be util-

ized in the City of Cranston from time to time including, without limitation, the right to utilize same for improved parking areas, 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, electric and 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 Gas Company 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 Gas Company 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 Gas Company 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 Gas Company 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 addresses set forth beneath the Grantor's signature and the Grantee at the addresses designated below or to such other address or addressee as any party may designate from time to time:

If to Grantee:	The Providence Gas Company 100 Weybosset Street Providence, RI 02903 Attention: Mr. Ron Acton
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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 PROVIDENCE GAS COMPANY

By: _____
Robert J. Ferrante
Title: Senior Vice-President

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
Providence Gas Company, and _____ acknowledged said instrument
by _____ executed to be _____ free act and deed in _____ said capacity,
and the free act and deed of The Providence Gas 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: _____

GAROFALO

PLAT NO. _____

LOT NO. _____

AREA = _____

N/F
PROVIDENCE WATER
SUPPLY BOARD

N/F
GARDEN CITY

N/F
GARDEN CITY

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

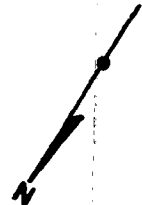
HILLSIDE

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.

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, gas lines, apparatus 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 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.

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 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 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 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 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, 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 promptly restore the Easement Area involved 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 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
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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., 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.

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;

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.

Meaning and intending to convey a seventy (70') by fifty (50') foot portion of land for a easement from the city of Providence Water Supply Board to Garden City Associates over that portion of Hillside Road (abandoned).

610011

Zoning Classification: _____

Front Setback Req'd: _____

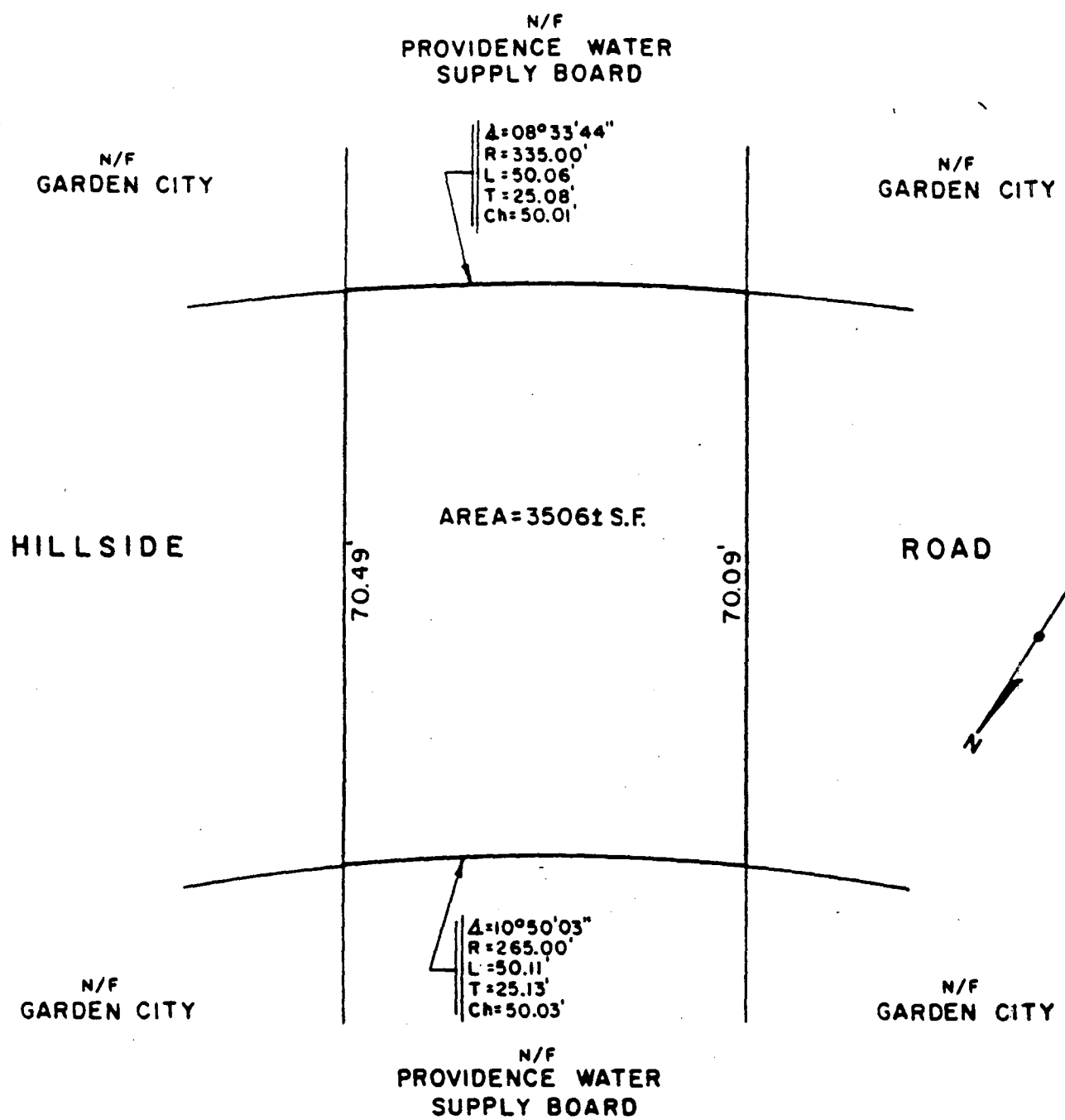
Side Setback Req'd: _____

Rear Setback Req'd: _____

PLAT NO. _____

LOT NO. _____

AREA = _____



AVAILABLE UTILITIES:

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

REFERENCES

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 THOMAS J. FLATLEY, d/b/a THE FLATLEY COMPANY (the "Grantor"), and THE CITY OF PROVIDENCE (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, repair, maintain, operate and remove water lines, and all similar conduits (hereinafter collectively referred to as the "Water 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 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 Water 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 Water Facilities, then the Grantee, at the request of the Grantor, will make such relocation to a mutually satisfactory alternate location and the Grantee 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 Water 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 Resolution 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 the same for improved parking areas, 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 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 Water 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 Water 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, 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 it is hereby agreed that 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.

4. The Grantee covenants and agrees to indemnify, defend and hold 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 Water Facilities. In addition, 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 Water 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 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 applicable Grantor at the addresses set forth beneath Grantor's signature and the Grantee 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, 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 CITY OF PROVIDENCE

By: _____
Joseph R. Paolino, Jr., Mayor

GRANTOR:

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

Address: 150 Wood Road
Braintree, Massachusetts 02184

STATE OF
COUNTY OF

In _____, on the _____ day of _____, 1986, before me personally appeared the above-named Joseph R. Paolino, Jr., to me known and known by me to be the Mayor of the City of Providence, the party executing the forgoing instrument, and 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

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;

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 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 exterior 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 056/100 (25.06') feet to a point, the last two courses being bounded northerly by land now or formerly of Garden City

thence proceeding in a southeasterly direction seventy and 09/100 (70.09') feet to a point, bounded easterly by land now or formerly of the City of Providence Water Supply Board;

thence turning and proceeding in a southwesterly direction along the arc of a curve with a delta angle of $11^{\circ}-09'-32''$ and a radius of three hundred thirty five and 00/100 (335.00') a distance of sixty five and 24/100 (65.24') feet to a point of reverse curve

thence proceeding a more southwesterly direction along the arc of a curve with a delta angle of $82^{\circ}-29'-44''$ and a radius of forty feet (40.00') and a distance of fifty-seven and 59/100 (57.59') feet to a point, the last two courses bounded southerly by land now or formerly of Garden City;

thence proceeding in a northwesterly direction along the easterly side of Sackanosset Cross Road, one hundred fifty two and 18/100 (152.18') feet to the point and place of beginning.

Said parcel contains 6,864± S.F.

Meaning and intending to convey a portion of Hillside Road abandoned for a easement to the City of Providence Water Supply Board for maintenance of their lines.

Zoning Classification _____

Front Setback Req'd: _____

Side Setback Req'd: _____

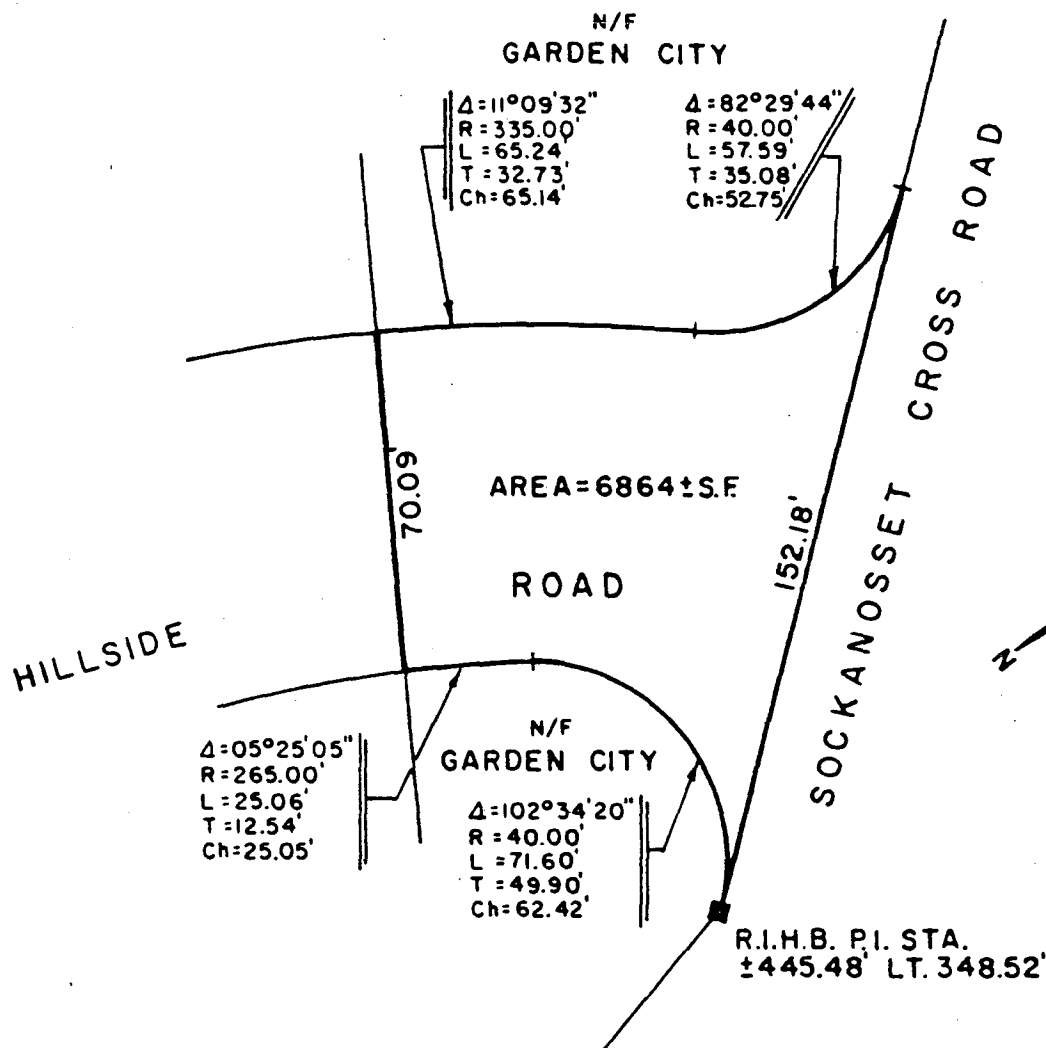
Rear Setback Req'd: _____

GAROFALO

PLAT NO. _____

LOT NO. _____

AREA = _____



AVAILABLE UTILITIES:

NOTE LOCATIONS APPROXIMATE:
CONTACT UTILITY CO BEFORE ATTEMPTING
TO EXCAVATE

REFERENCES

DEED 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.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into, by and between THE CITY OF PROVIDENCE (the "Grantor") and THE PROVIDENCE GAS COMPANY, a Rhode Island corporation with a place of business at 100 Weybosset Street, Providence, Rhode Island, 02903, (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 gas lines and apparatus (hereinafter collectively referred to as the "Gas Company 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 Gas Company 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 Gas Company Facilities, then the Grantee, at the request of the Grantor, will make such relocation to a mutually satisfactory alternate location and the Grantee will require the Grantor to pay to the Grantee the reasonable cost of such relocation. Grantee agrees not to unreasonably withhold its consent to any request by the Grantor to relocate any or all of the Gas Company 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 Resolution for all purposes for which roads and ways may be util-

ized in the City of Cranston from time to time including, without limitation, the right to utilize same for improved parking areas, 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, electric and 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 Gas Company 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 Gas Company 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 promptly restore the Easement Area involved 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 Gas Company 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 Gas Company 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 addresses set forth beneath the Grantor's signature and the Grantee at the addresses designated below or to such other address or addressee as any party may designate from time to time:

If to Grantee:	The Providence Gas Company 100 Weybosset Street Providence, RI 02903 Attention: Mr. Ron Acton
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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 PROVIDENCE GAS COMPANY

By: _____
Robert J. Ferrante
Title: Senior Vice-President

GRANTOR:

THE CITY OF PROVIDENCE

Joseph R. Paolino, Jr., Mayor
City Hall
Providence, R.I. 02903

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
Providence Gas Company, and _____ acknowledged said instrument
by _____ executed to be _____ free act and deed in _____ said capacity,
and the free act and deed of The Providence Gas 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;

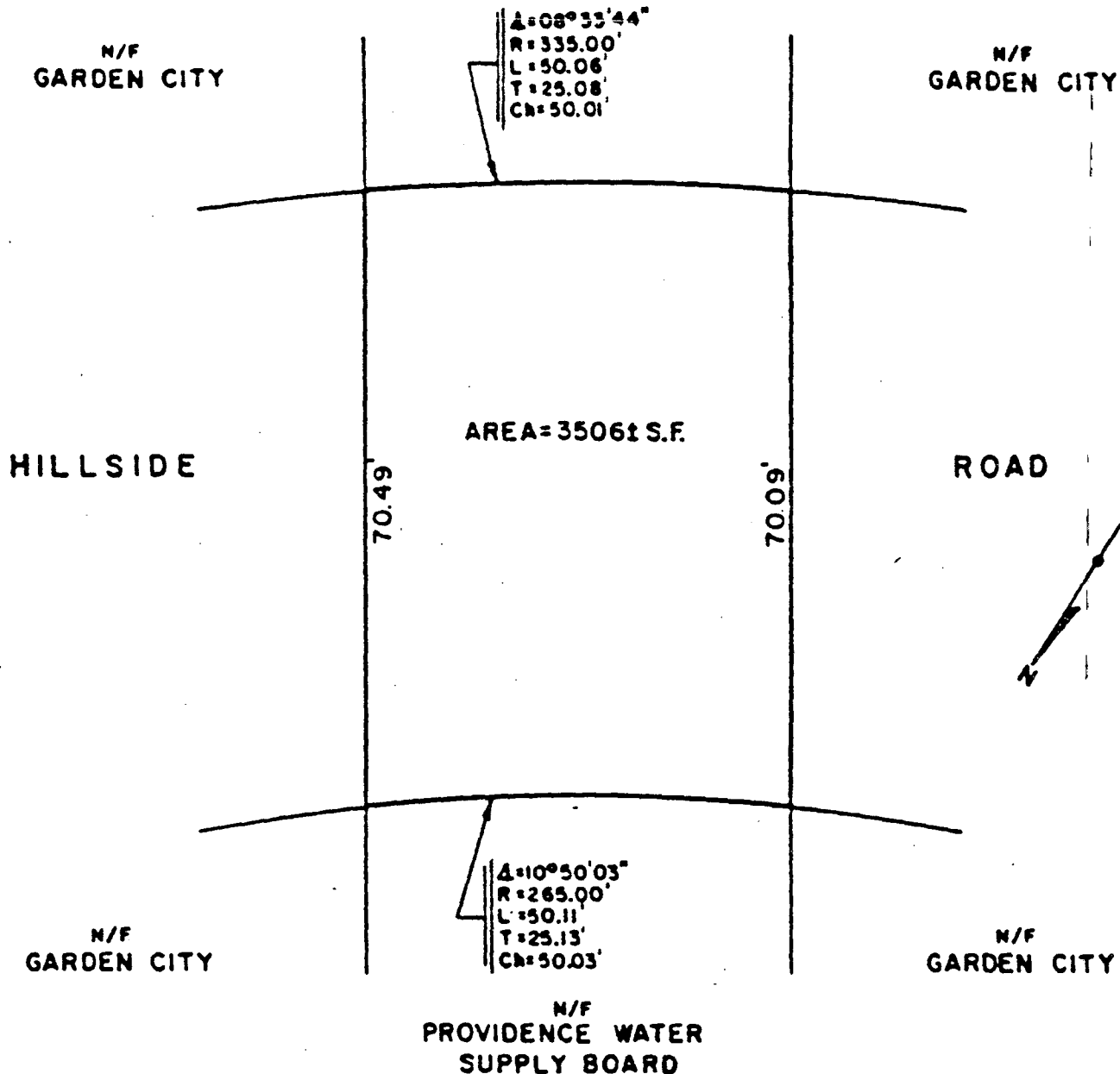
Said parcel contains 3,505± S.F.

GAROFALO

ing 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
TO EXCAVATE.

REFERENCES

DEED BOOK: _____ PAGE _____

**PLOT PLAN OF LAND
EASEMENT.**

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

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