

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

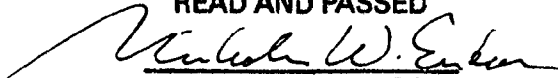

RESOLUTION OF THE CITY COUNCIL

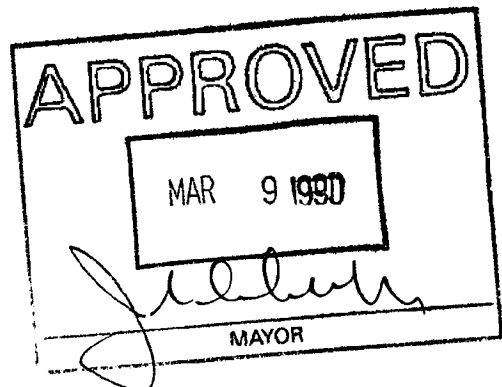
No. 108

Approved March 9, 1990

RESOLVED, That His Honor the Mayor, is authorized to execute an easement agreement with Independent Cement Company for premises located in the City of Providence along Terminal Road, being part of Lot 256, on Plat 56, at an annual rental of FOUR THOUSAND (\$4,000.00) DOLLARS, subject to increases based on the consumer price index, for a thirty (30) year period, and with other such terms and conditions as have been imposed by the City Council, the City Solicitor and His Honor the Mayor.

IN CITY COUNCIL
MAR 1 1990
READ AND PASSED


PRES.

CLERK



JACKVONY & JACKVONY

COUNSELORS AT LAW

735 SMITH STREET
PROVIDENCE, RI 02908-3518

LOUIS V. JACKVONY
(1920-1950)
LOUIS V. JACKVONY, JR.
LOUIS V. JACKVONY, III

TELEPHONE
401-521-5300
FAX
401-831-1490

February 14, 1990

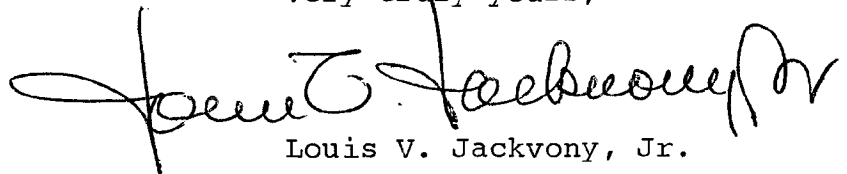
Rose Mandonca, City Clerk
City Hall, Room 311
Providence, Rhode Island

Re: Indenture of Easement
City of Providence, Independent Cement Corporation

Dear Rose:

Pursuant to our telephone conversation of February 13, 1990, enclosed please find copy of letter of December 13, 1989 to Councilman Andrew Annaldo. Also enclosed please find two copies of the Indenture of Easement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Louis V. Jackvony, Jr.", written in a cursive style.

Louis V. Jackvony, Jr.

LVJ/a

Enclosures

HAND DELIVERED



JOHN R. D'ANTUONO
PORT DIRECTOR
(401) 781-4717

December 13, 1989

Councilman Andrew Annaldo, Chairman
City Property Committee
City Council Office
City Hall
Providence, Rhode Island 02903

Dear Councilman Annaldo:

The attached easement is being requested by Independent Cement Company for a parcel of land over which an easement was granted to Marquette Manufacturing Company for the period from July 28, 1961 to July 27, 1991. Since the original easement, interest in this land has transferred from Marquette to Independent Cement Company.

The 1961 document called for a fee of \$500 per year for a thirty (30) year period. The extension of the easement calls for a fee of \$4000.00 per year subject to increases based on the consumer price index for an additional thirty (30) year period from July 27, 1991 to July 26, 2021.

On December 7, 1989 the Providence Port Commission voted to grant this easement extension at the conditions set forth above.

It is hereby requested that the City Council take action to authorize the Mayor to execute the attached document granting said easement to Independent Cement Company.

Sincerely,

William R.D. Goddard, Chairman
Providence Port Commission

WHDG/jh

attachments

INDENTURE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Providence, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as "Grantor", and in consideration of the payment hereinafter set forth to be paid by Independent Cement Corporation, a corporation organized under the laws of the State of New York, also authorized to do business in the State of Rhode Island, hereinafter called "Grantee", the receipt whereof is hereby acknowledged, grants to said Independent Cement Corporation, its successors and assigns, for a period of thirty (30) years from the 27th day of July, 1991, an easement in common with the Grantor, its successors and assigns, to pass and repass on foot or with vehicles over and across the following described parcel of land for the purpose of going to and from land occupied by said Independent Cement Corporation adjoining the area herein described. Said area is that certain tract or parcel of land situated on the northerly side of Terminal Road in the Fields Point Section of the City of Providence shown as the shaded area and designated by the letters A-B-C-D-E-A on the accompanying plan entitled "Providence, R.I., P.W. Dept.--Engineering Office, City Property Section, Plan No. 062229, Date June 30, 1961".

Beginning at the point on the northerly line of Terminal Road, marked "A" on the accompanying plan, said point being seventy-four (74) feet easterly from a tangent point on the said northerly line of Terminal Road marked "E" on the accompanying plan; thence northerly at right angles, bounded westerly by other land of this Grantor forty-two (42) feet to land of Providence Gas Company; thence easterly at right angles, bounded northerly by said land of Providence Gas Company two hundred (200) feet; thence southerly, making an interior angle of 83° 25' 05", bounded easterly by other land of this Grantor, forty-nine and twenty-five one hundredths (49.25) feet to a point on the northerly line of said Terminal Road, marked "D" on the accompanying plan; thence westerly, bounded southerly by said Terminal Road, in the arc of a curve to the left, having a radius of one thousand and fifty (1050) feet and a central angle of 6° 34' 55", a distance of one hundred twenty and sixty-two one hundredths (120.62) feet to the tangent point of said curve; thence continuing westerly and bounded southerly by said Terminal Road, seventy-four (74) feet to a point marked "A" on the accompanying plan and the point and place of beginning.

Said parcel is further identified as being a portion of Lot 256 on Assessor's Plat 56 and contains 8,581 square feet.

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto appertaining unto and to the use of said Independent Cement Corporation, its successors and/or assigns forever.

And subject only to said easement hereby granted, the Grantor for itself, its successors and assigns, expressly reserves all right, title and interest in the ownership of the above-described parcel, including all rights of reversion and reentry incident to such ownership.

It is expressly understood and agreed that in consideration of the grant of said easement, the said Grantee shall pay to the Grantor an annual sum of Four Thousand and 00/100 (\$4,000.00) Dollars, payable in advance on the anniversary date of this instrument, the first payment to be paid upon the execution and delivery of this easement. Provided further, however, that in the event that the Consumer Price Index (C.P.I.) shall rise in any year of the term granted hereunder, then in that event, the annual rental to be paid shall be increased by the percentage increase of the said C.P.I. in the year following the year in which the said increase in the C.P.I. occurs. Provided, further, however, that in no event shall the rent paid hereunder during the term hereof be less than Four Thousand and 00/100 (\$4,000.00) Dollars per annum. It shall be the responsibility of the Grantee to compute the C.P.I. effect annually and notify the Grantor within thirty (30) days after each July 27th.

It is further understood and agreed that the Grantee shall maintain at its own expense the area herein described; that all alterations and repairs made to said area shall be with the prior written approval of the Grantor acting by and through its Director of Public Works; that no buildings or construction of any kind shall be placed or erected over or upon said area as shown on the plan hereinbefore mentioned unless approval of the same shall be obtained from the Grantor, nor shall the area hereinbefore described be used in any way so as to interfere with its use by the Grantor and its operation and maintenance of the railroad tracks or siding now existing and located on said tract.

Notary Public

Providence

5

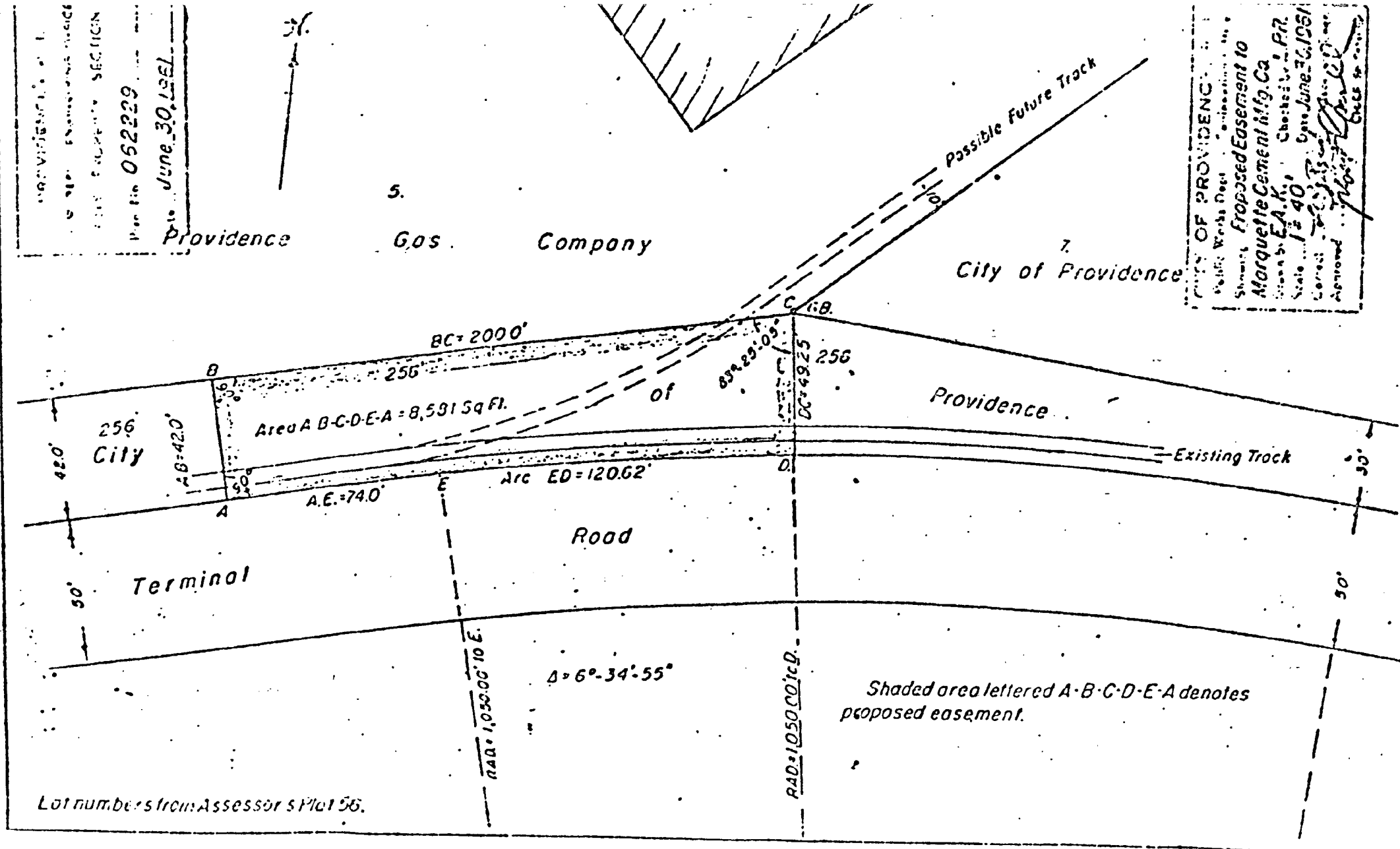
GOS

Company

Possible Future Track

City of Providence

CITY OF PROVIDENCE
 Public Works Dept. Engineering Div.
 Showing Proposed Easement to
 Marquette Cement Mfg. Co.
 Between E.A.K., Chebucto W.L. RR.
 State 1st 40' Exp. June 30, 1951
 Corrected by [Signature]
 Approved [Signature] Date [Signature]



INDENTURE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Providence, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as "Grantor", and in consideration of the payment hereinafter set forth to be paid by Independent Cement Corporation, a corporation organized under the laws of the State of New York, also authorized to do business in the State of Rhode Island, hereinafter called "Grantee", the receipt whereof is hereby acknowledged, grants to said Independent Cement Corporation, its successors and assigns, for a period of thirty (30) years from the 27th day of July, 1991, an easement in common with the Grantor, its successors and assigns, to pass and repass on foot or with vehicles over and across the following described parcel of land for the purpose of going to and from land occupied by said Independent Cement Corporation adjoining the area herein described. Said area is that certain tract or parcel of land situated on the northerly side of Terminal Road in the Fields Point Section of the City of Providence shown as the shaded area and designated by the letters A-B-C-D-E-A on the accompanying plan entitled "Providence, R.I., P.W. Dept.--Engineering Office, City Property Section, Plan No. 062229, Date June 30, 1961".

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Said parcel is further identified as being a portion of Lot 256 on Assessor's Plat 56 and contains 8,581 square feet.

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto appertaining unto and to the use of said Independent Cement Corporation, its successors and/or assigns forever.

And subject only to said easement hereby granted, the Grantor for itself, its successors and assigns, expressly reserves all right, title and interest in the ownership of the above-described parcel, including all rights of reversion and reentry incident to such ownership.

It is expressly understood and agreed that in consideration of the grant of said easement, the said Grantee shall pay to the Grantor an annual sum of Four Thousand and 00/100 (\$4,000.00) Dollars, payable in advance on the anniversary date of this instrument, the first payment to be paid upon the execution and delivery of this easement. Provided further, however, that in the event that the Consumer Price Index (C.P.I.) shall rise in any year of the term granted hereunder, then in that event, the annual rental to be paid shall be increased by the percentage increase of the said C.P.I. in the year following the year in which the said increase in the C.P.I. occurs. Provided, further, however, that in no event shall the rent paid hereunder during the term hereof be less than Four Thousand and 00/100 (\$4,000.00) Dollars per annum. It shall be the responsibility of the Grantee to compute the C.P.I. effect annually and notify the Grantor within thirty (30) days after each July 27th.

It is further understood and agreed that the Grantee shall maintain at its own expense the area herein described; that all alterations and repairs made to said area shall be with the prior written approval of the Grantor acting by and through its Director of Public Works; that no buildings or construction of any kind shall be placed or erected over or upon said area as shown on the plan hereinbefore mentioned unless approval of the same shall be obtained from the Grantor, nor shall the area hereinbefore described be used in any way so as to interfere with its use by the Grantor and its operation and maintenance of the railroad tracks or siding now existing and located on said tract.

IN WITNESS WHEREOF, Grantor has caused these presents to be
executed and its corporate seal to be hereunto affixed by its
officer thereunto authorized, this day of
A.D. 19 .

CITY OF PROVIDENCE

By: _____
 Mayor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the day of
 , 19 , before me personally appeared Joseph
R. Paolino, Jr., Mayor of the City of Providence, and he
acknowledged said instrument, by him executed, to be his free act
and deed in his capacity as aforesaid, and the free act and deed
of the City of Providence.

Notary Public

PROVIDENCE
 052229
 June 30, 1951

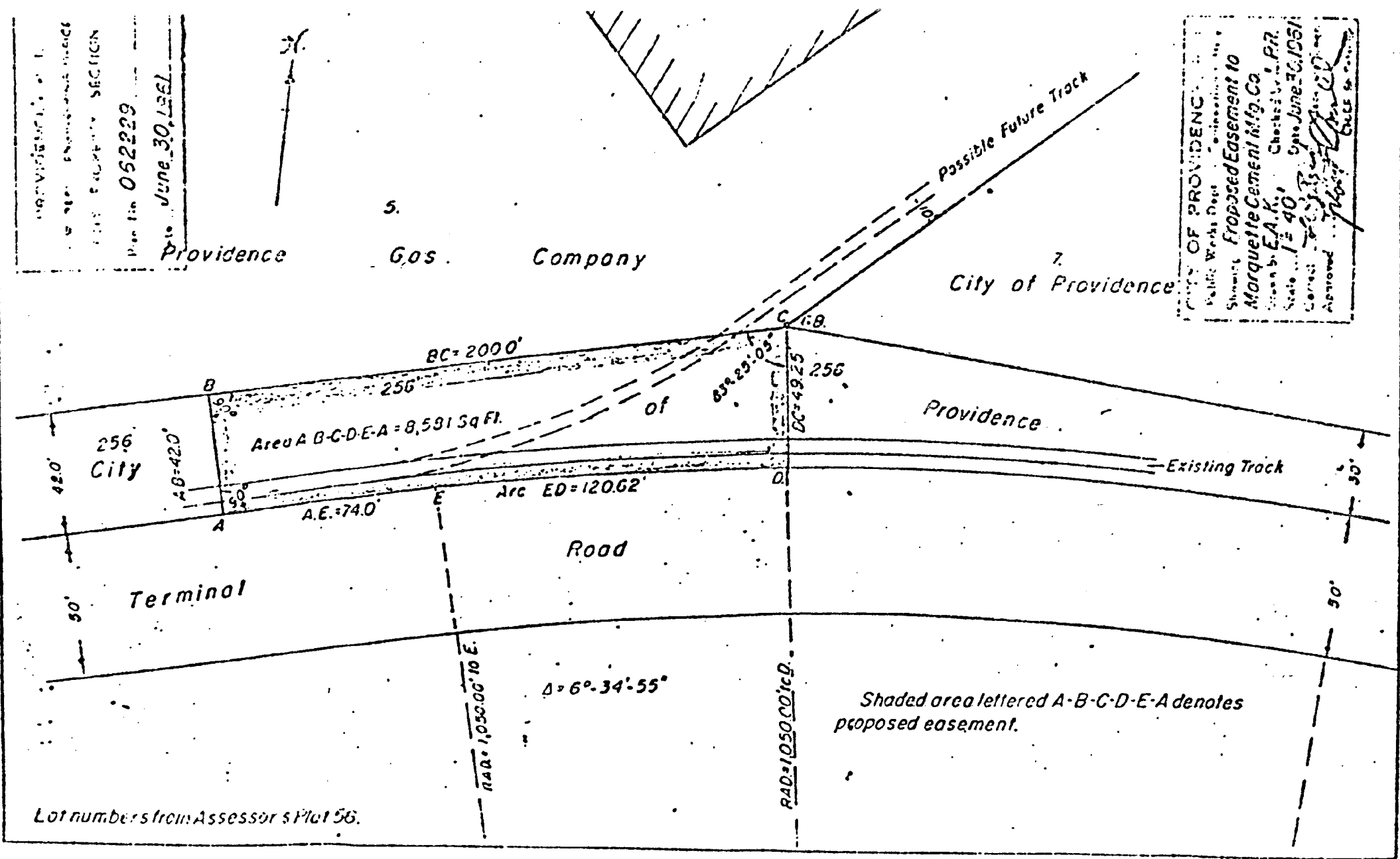
Providence

Gos

Company

City of Providence

CITY OF PROVIDENCE
 Public Works Dept.
 Showing Proposed Easement to
 Marquette Cement Mfg. Co.
 Checked by E.A.K.
 Date 12-90
 Approved [Signature]
 Date 6-30-51



421 7382
Grec Goodman

JACKVONY & JACKVONY

COUNSELORS AT LAW

735 SMITH STREET
PROVIDENCE, RI 02908-3518

LOUIS V. JACKVONY
(1920-1950)
LOUIS V. JACKVONY, JR.
LOUIS V. JACKVONY, III

TELEPHONE
401-521-5300
FAX
401-831-1490

July 26, 1989

Mr. Joseph Agostinelli
Special Assistant to the Mayor
City Hall
Providence, Rhode Island

Re: Independent Cement Corporation - Lease of
Right-of-Way from City of Providence

Dear Joe:

I am enclosing herewith a copy of my letter of October 11, 1988, to Henry Fazzano, concerning the right-of-way together with a copy of the Indenture of Easement that was forwarded with that letter. It is my understanding from Vin Pallozzi and Henry Fazzano that this matter was forwarded to Mr. Robert Freeman, President of Marathon Group, 3 Davol Square, Providence, Rhode Island, on October 12, 1988.

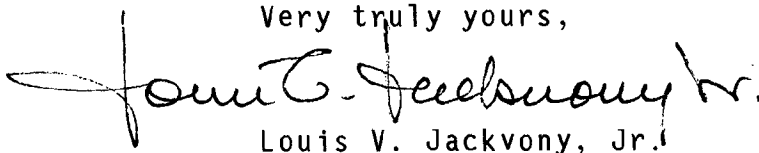
I also am advised by Judge Pallozzi that this matter had the approval of the Mayor and that it would be expedited.

Since the existing Indenture of Easement between the City and my client expires on July 26, 1991, it would be greatly appreciated if this matter could be expedited in accordance with my understanding.

If you have any questions concerning the above, please advise forthwith.

Thank you for your kind consideration in this matter.

Very truly yours,


Louis V. Jackvony, Jr.

LVJ/a

Enclosures

Aug 17 3 12 PM '89
DEPT. OF CLERK
PROVIDENCE, R.I.

511-1110

THE COMMITTEE ON
CITY PROPERTY

Recommendations

Re Considered
Ernest M. MacLaren
Sept 28, 1989
Clerk

JACKVONY & JACKVONY

COUNSELORS AT LAW

735 SMITH STREET
PROVIDENCE, RI 02908-3518

LOUIS V. JACKVONY
(1920-1950)
LOUIS V. JACKVONY, JR.
LOUIS V. JACKVONY, III

TELEPHONE
401-521-5300
FAX
401-831-1490

October 11, 1988

Mr. Henry Fazzano
Special Assistant to the Mayor
City Hall
Providence, Rhode Island

Re: Independent Cement Corporation - Lease of
Right-of-Way from City of Providence

Dear Mr. Fazzano:

Enclosed herewith is an original and two copies of a proposed easement agreement from the City of Providence to Independent Cement Corporation for a period of thirty (30) years, commencing in 1991, the reason for this being that the present lease expires on July 26, 1991.

You will note that I have included in the rental of \$2,000 per annum a provision that in the event there is an increase in the Consumer Price Index (C.P.I.) at any time during the term thereof, that the rent shall increase by the percentage of the increase in the C.P.I. in any one given year. You will also note that I have provided that in no event, however, will be the rent be less than \$2,000 per annum.

It would be greatly appreciated if you could expedite this matter. Thank you very much for your kind consideration of this request and also your expeditious handling thereof.

Very truly yours,

Louis V. Jackvony, Jr.

LVJ/a

Enclosures

INDENTURE OF EASEMENT

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It is expressly understood and agreed that in consideration of the grant of said easement, the said Grantee shall pay to the Grantor an annual sum of Two Thousand and 00/100 (\$2,000.00) Dollars, payable in advance on the anniversary date of this instrument, the first payment to be paid upon the execution and delivery of this easement. Provided further, however, that in the event that the Consumer Price Index (C.P.I.) shall rise in any year of the term granted hereunder, then in that event the annual rental to be paid shall be increased by the percentage increase of the said C.P.I. in the year following the year in which the said increase in the C.P.I. occurs. Provided further, however, that in no event shall the rent paid hereunder during the term hereof be less than Two Thousand and 00/100 (\$2,000.00) Dollars per annum.

It is further understood and agreed that the Grantee shall maintain at its own expense the area herein described; that all alterations and repairs made to said area shall be with the prior written approval of the Grantor acting by and through its Director of Public Works; that no buildings or construction of any kind shall be placed or erected over or upon said area as shown on the plan hereinbefore mentioned unless approval of the same shall be obtained from the Grantor, nor shall the area hereinbefore described be used in any way so as to interfere with its use by the Grantor and its operation and maintenance of the railroad tracks or siding now existing and located on said tract.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and its corporate seal to be hereunto affixed by its officer thereunto authorized, this day of
A.D. 1988.

CITY OF PROVIDENCE

By:
Mayor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the day of
A.D. 1988, before me personally appeared Joseph R. Paolino, Jr.,
Mayor of the City of Providence, and he acknowledged said
instrument, by him executed, to be his free act and deed in his
capacity as aforesaid, and the free act and deed of the City of
Providence.

.....
Notary Public

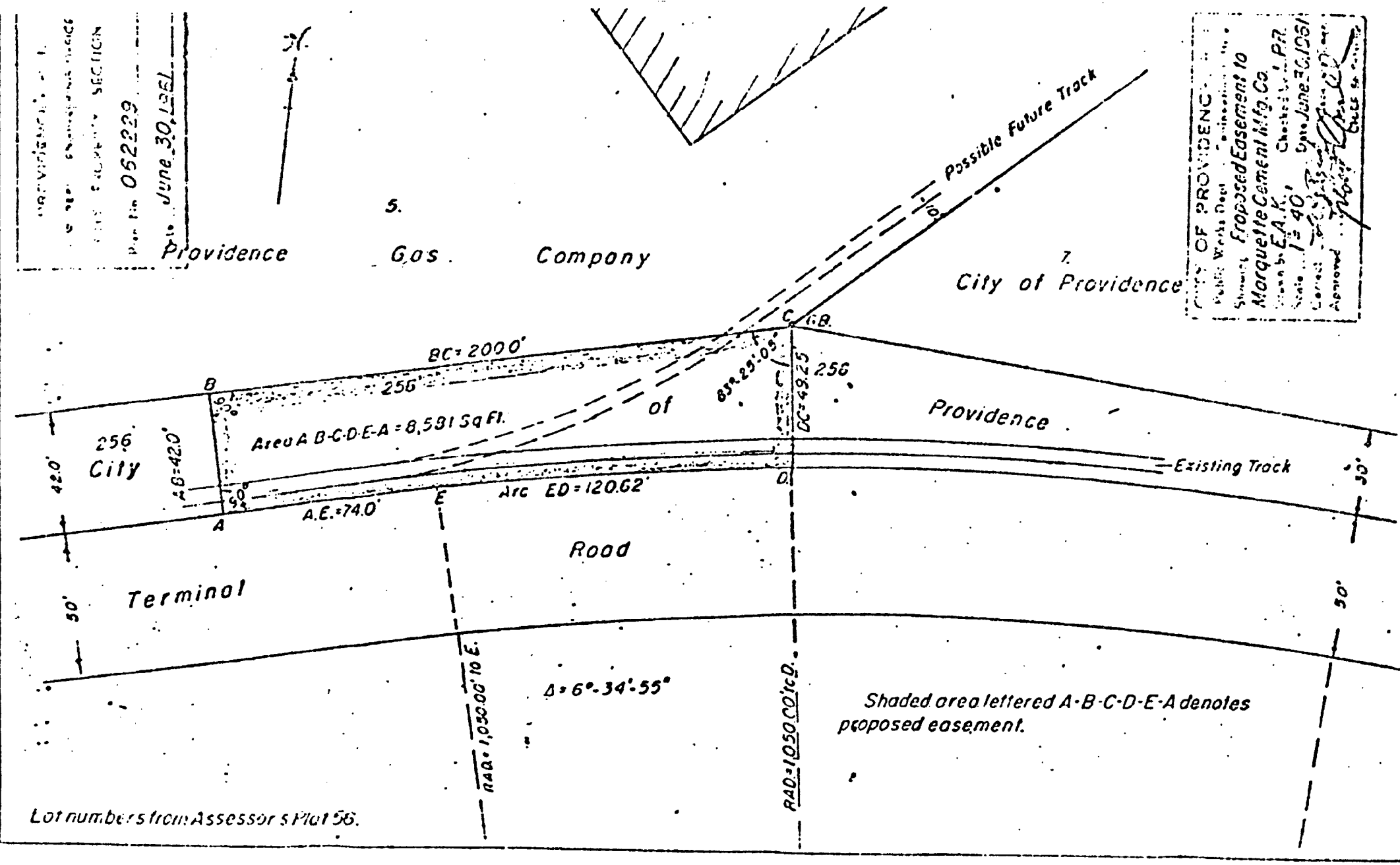
PROVIDENCE
 256
 SECTION
 062229
 June 30, 1961

Providence

5.
 Gas Company

City of Providence
 Possible Future Track

CITY OF PROVIDENCE
 Public Works Dept.
 Proposed Easement to
 Marquette Cement Mfg. Co.
 by E.A.K. Checked by J.L.P.R.
 Date 12-40
 Corrected by J.L.P.R.
 Approved by J.L.P.R.
 Date 6-61



Shaded area lettered A-B-C-D-E-A denotes proposed easement.

Lot numbers from Assessor's Plot 56.

Rose M. Mendonca
City Clerk

Clerk of Council

Clerk of Committees



Michael R. Clement
First Deputy

Jean M. Angelone
Second Deputy

DEPARTMENT OF CITY CLERK
CITY HALL

March 13, 1990

Louis V. Jackvony, Jr. Esq.
Jackvony & Jackvony
735 Smith Street
Providence, R. I. 02908

Dear Mr. Jackvony,

Enclosed is certified copy of Resolution No. 108,
approved March 9, 1990, the same being self-explanatory.

Please contact the City Solicitor, Edward C. Clifton,
so that the easement agreement may be executed for the property
involved.

Very truly yours,

A handwritten signature in cursive script that reads "Rose M. Mendonca".

Rose M. Mendonca
City Clerk

RMM/bp

Enc.