

RESOLUTION OF THE CITY COUNCIL

No. 277

Approved May 25, 2001

RESOLVED, that His Honor the Mayor, is authorized to execute an easement agreement between the City of Providence by and through the Water Supply Board and the Providence Gas Company.

The easement agreement is for the relocation of an existing Water Supply Board easement to another location which will provide the Water Supply Board more immediate access to the 102" aqueduct to perform inspection, maintenance and repair work.

IN CITY COUNCIL
MAY 17 2001
READ AND PASSED

PRES.

CLERK

APPROVED

MAY 25 2001

MAYOR

INVESTMENT

RECORDS AND RECORDS

RECORDS AND RECORDS

RECORDS AND RECORDS

JOHN
IN CITY COUNCIL
JUL 1 1999
FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY

John M. Angelone

THE COMMITTEE ON
City Property
Recommends
Barbara C. Garner
7/27/99
4/12/01
Clerk

THE COMMITTEE ON
CITY PROPERTY
Approves Passage of
The Within Resolution
5/1/01
Clerk

Council President Lombardi (By Request)

ARMANDO PARILLO
Chairman

JOEL D. LANDRY, II, ESQ.
Vice Chairman

ROBERT J. KILDUFF, P.E., ESQ.
Secretary

FERNANDO S. CUNHA, ESQ.
Legal Advisor

BOYCE SPINELLI
Ex-Officio



VINCENT A. CIANCI, JR.
Mayor

RICHARD O. RAFANOVIC, P.E.
General Mgr./Chief Engr

JOSEPH DE LUCA
City Councilman

RITA M. WILLIAMS
City Councilwoman

MARY A. NOCERA
Member

JOSEPH D. CATALDI
Member

MEMORANDUM

TO: Michael R. Clement
City Clerk

FROM: Robert J. Kilduff, P.E., Esq. *RK*
Board Secretary/Deputy Board Counsel

DATE: June 24, 1999

RE: Proposed Resolution - Easement Agreement
Providence Water Supply Board and Providence Gas Company

Enclosed herewith for placement on the next City Council meeting is a Resolution to authorize His Honor the Mayor to enter into an Easement Agreement by and through the Water Supply Board and the Providence Gas Company.

The resolution would allow the relocation of an existing Water Supply Board easement to provide for more immediate access to the 102" Aqueduct.

The resolution is sponsored by Council President John Lombardi.

Thank you.

Enclosure

cc: Council President John Lombardi w/enclosure

MEMORANDUM

To: Members of the Providence City Council Properties Committee

Date: July 27, 1999

Re: Relocation of Old City Easement and creating a New Easement

- Providence Gas Company ("Providence Gas") seeks to change the present location of the Old City Easement by terminating the Old City Easement and creating a new easement approximately forty (40) feet north of the existing Old City Easement.
- The relocation would allow the Providence Water Supply Board easier access to their existing water easement. In addition, the new easement would also provide unobstructive access to Providence Water Supply Board's existing property.
- The engineers at the Providence Water Supply Board have concluded that the relocation of the Old City Easement is preferred.
- Providence Gas Company negotiated and agreed to this easement relocation with the Providence Water Supply Board in February 1999.
- Since February 1999, there has been no action taken on this easement agreement. Providence Gas desires to resolve this matter expediently. Therefore, it has requested that the Providence City Council and the Providence City Council Properties Committee review this matter as soon as possible.
- Presently, Providence Gas may build on the Old City Easement provided that it does not obstruct Providence Water Supply Board's access. Therefore, a relocation of the easement to the north does not necessarily enhance the value of Providence Gas' land.
- Since this is a simple easement relocation and not an acquisition of new property, Providence Gas and the Providence Water Supply Board did not have an appraisal of the property performed.
- This easement relocation comes at no cost to the City of Providence.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 1998, by and between The Providence Gas Company, with a mailing address of 100 Weybosset Street, Providence, Rhode Island 02903 (the "Gas Company") and The City of Providence, a municipal corporation (the "City").

Reference is hereby made to the following instruments:

1. That certain Warranty Deed, dated December 17, 1986 executed by Louis J. Ragosta and Doris D. Ragosta, as grantor, in favor of Henry P. Belanger, Lucille M. Belonged, Paul V. Ambrifi and Mary Ann Ambrifi (hereinafter collectively referred to as the "Prior Owners"), which deed was recorded in the Records of Land Evidence of the City of Cranston, Rhode Island in Book 575, Page 50 (the "Ragosta Deed").
2. That certain Deed, dated February 26, 1953, executed by John A. Lawson, as grantor, in favor of Howard F. Barker, Jr. and Dorothy F. Barker, as grantee, which deed was recorded in the Records of Land Evidence of the City of Cranston, Rhode Island in Book 297, Page 463 (the "Lawson Deed").
3. That certain Warranty Deed, dated September 3, 1991, executed by the Prior Owners, as the grantor, in favor of the Gas Company, as grantee, which deed was recorded in the Records of Land Evidence of the City of Cranston, Rhode Island in Book 740, Page 398 (hereinafter referred to as the "Gas Company Deed").

W I T N E S S E T H:

WHEREAS, the Gas Company is the present owner of certain land (the "Gas Company Land") located in Cranston, Rhode Island shown on that certain plan (the "Plan") entitled "Plan Showing Proposed Easement to Providence Water Supply Board", a copy of which is attached hereto as Exhibit B, on which the right of way created pursuant to the Lawson Deed and referred to in the Ragosta Deed and Gas

Company Deed (hereinafter referred to as the "Old City Easement") is located; and

WHEREAS, the Old City Easement is also shown on the Plan; and

WHEREAS, the City is the present owner and holder of the rights of the grantee of the Old City Easement; and

WHEREAS, the Gas Company and the City desire to change the present location of the Old City Easement (the "Old City Easement Area") by terminating the Old City Easement and creating a new easement as shown on the Plan in a different location on the Gas Company Land in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The City does hereby release to the Gas Company all of the City's right, title and interest in and to the Old City Easement, the approximate location of which Old City Easement is shown on the Plan, it being the intention and agreement of the parties that the Old City Easement be hereby expressly terminated and discharged of record and that the interest represented thereby revert to the Gas Company and merge in the Gas Company's title to the Gas Company Land.
2. The City agrees to promptly remove any of its property located in the Old City Easement Area and to restore any damage to the Old City Easement Area caused by such removal.
3. The Gas Company, for good and valuable consideration, does hereby grant and convey to the City, its successors and assigns, the perpetual, non-exclusive right and easement (the "New City Easement"), and upon the terms and conditions hereinafter set forth, to travel by foot and by vehicle over, across and upon the hereinafter described thirty (30) foot wide portion (the "New City Easement Area") of the Gas Company Land. The New City Easement Area is more particularly described on Exhibit A attached

hereto and incorporated herein by reference and is also shown on the Plan.

4. The parties hereto do hereby further agree as follows:

A. Each grantor of the easement rights created hereby shall have the right to use the land comprising the easement area owned by it for all purposes not inconsistent with the grantee's full enjoyment of the rights hereby granted.

B. Each party agrees, at its sole cost, to repair any damage to the easement area granted to it caused by such party's use of such easement area. Each party shall, after five (5) days' prior notice (except in the event of an emergency), be entitled to enter upon the easement area with such employees, agents, servants, machinery and equipment as may reasonably be required for the maintenance or repair of such easement area. Any such maintenance or repair to be performed by or on behalf of any party from time to time shall be performed in a prompt, efficient and continuous manner. Upon completion of any such maintenance or repair, the party doing the work agrees to promptly restore the easement area to the same condition it was in immediately prior to such maintenance or repair or as otherwise mutually agreed upon by the parties hereto. Prior to commencing any such maintenance or repair, the party doing the work or on whose behalf the work is being done shall secure any and all necessary permits and approvals, and such party shall be solely responsible for insuring against any and all property damage or public liability which may result from such activity.

If any party shall fail to perform any repair or maintenance for a period of thirty (30) days after notice thereof (or such shorter period of time as circumstances may

require in the case of situation where damage to property or injury to persons is threatened), then the other party may elect to perform such repair or maintenance work and the defaulting party shall promptly reimburse the other party for the cost thereof after completion.

- C. Each party agrees to promptly pay for all materials furnished and labor supplied in connection with any such maintenance or repair or other use of the easement area granted to such party. If any mechanic's lien or other lien or order for the payment of money shall be filed against the land owned by any party as a result of any material supplied or labor furnished for or on behalf of the other party, the other party shall, at its sole cost, cause the same to be discharged of record or bonded within thirty (30) days after the other party is notified of the filing of same and shall indemnify, defend and hold the land owner 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 lien or order.
- D. Each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, demands, actions, causes of action, costs (including, without limitation, reasonable attorneys' fees) or other liabilities arising out of or in connection with any damage to property or injury to any person on or upon or otherwise in connection with the easement area granted to such party caused by such indemnifying party or by anyone for whose acts the indemnifying party is legally responsible.
- E. Each party hereby reserves for itself, its successors and assigns, the right to use any and all portions of the land comprising the easement area owned by it for any purpose including, without limitation, for (i) improved parking areas, (ii) the

installation, maintenance and repair of any and all utilities and other easements, (iii) as a means of ingress and egress to and from adjacent buildings and improvements, or (iv) for any other use or purpose which does not unreasonably interfere with the other party's use and enjoyment of the rights herein granted. Each party further reserves the right to grant to any other party or entity, additional easement rights including, without limitation, gas, electric, sewer, water supply and any other utility easement sin, over, under and through all or any portion of the land owned by it including the easement areas on its land.

- F. All notices required or contemplated hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the address designed below or to such other address or addressee as either party may designate from time to time:

If to the Gas Company:

The Providence Gas Company
100 Weybosset Street
Providence, RI 02903
Attention: Susann G. Mark

If to the City:

Providence, RI 02903
Attention:

- G. This 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. All reserved rights and other rights and obligations of each party shall

also run for the benefit of the successors and assigns of each party. This Agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Agreement may not be amended or modified except pursuant to a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

APPROVED AS TO FORM:

THE PROVIDENCE GAS COMPANY

By: _____

Its: _____

CITY OF PROVIDENCE

By: _____

Its: _____

STATE OF
COUNTY OF

In _____ on the ____ day of _____, 1998, before me personally appeared _____, 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
Printed Name: _____
My Commission expires: _____

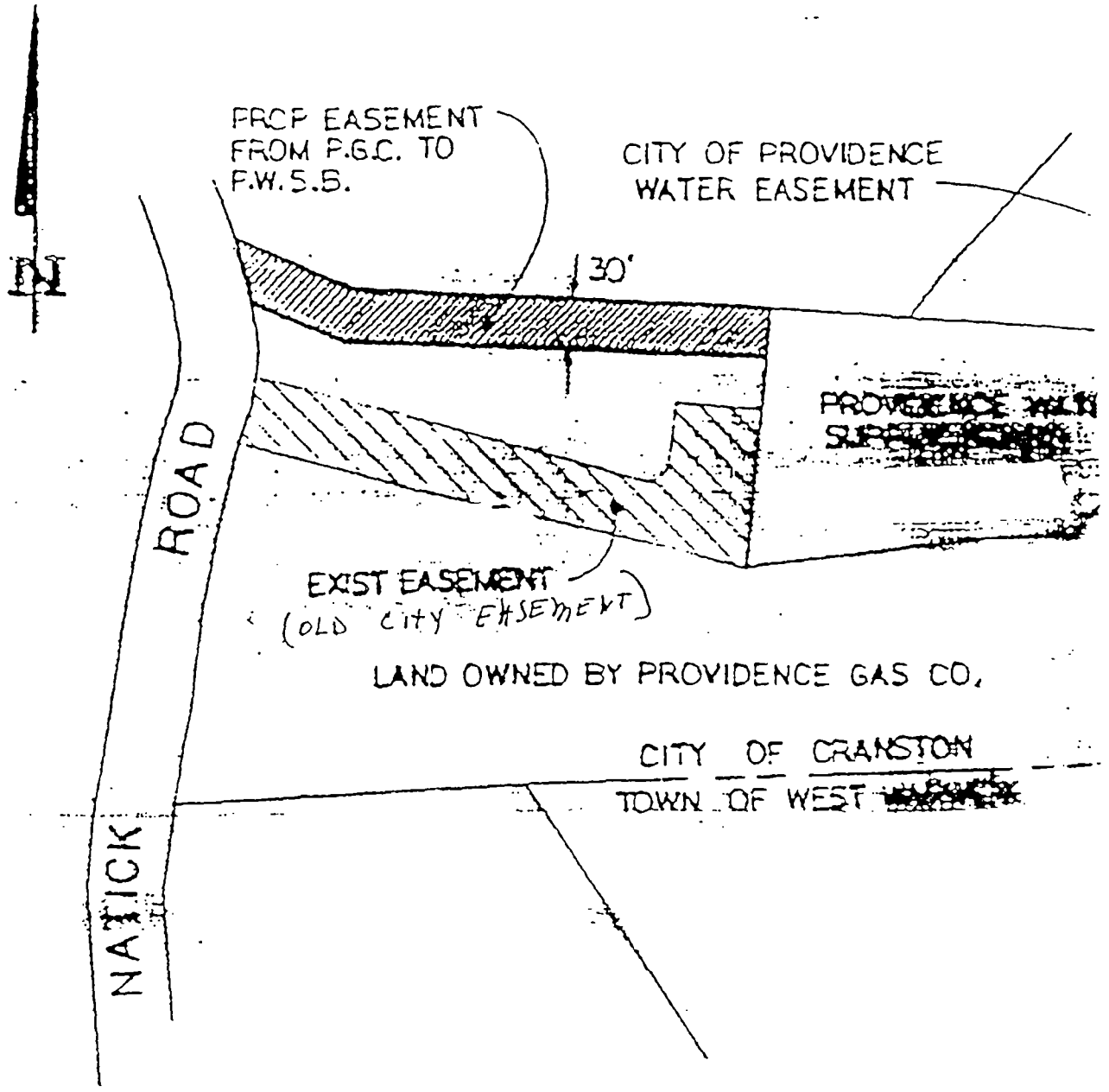
STATE OF
COUNTY OF

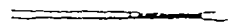
In _____ on the ____ day of _____,
1998, before me personally appeared _____,
to me known and known by me to be the _____ of
the City of Providence, and _____ acknowledged said
instrument by _____ executed to be _____ free act and deed in
said capacity and the free act and deed of the City of
Providence.

Notary Public

Printed Name: _____

My Commission expires: _____



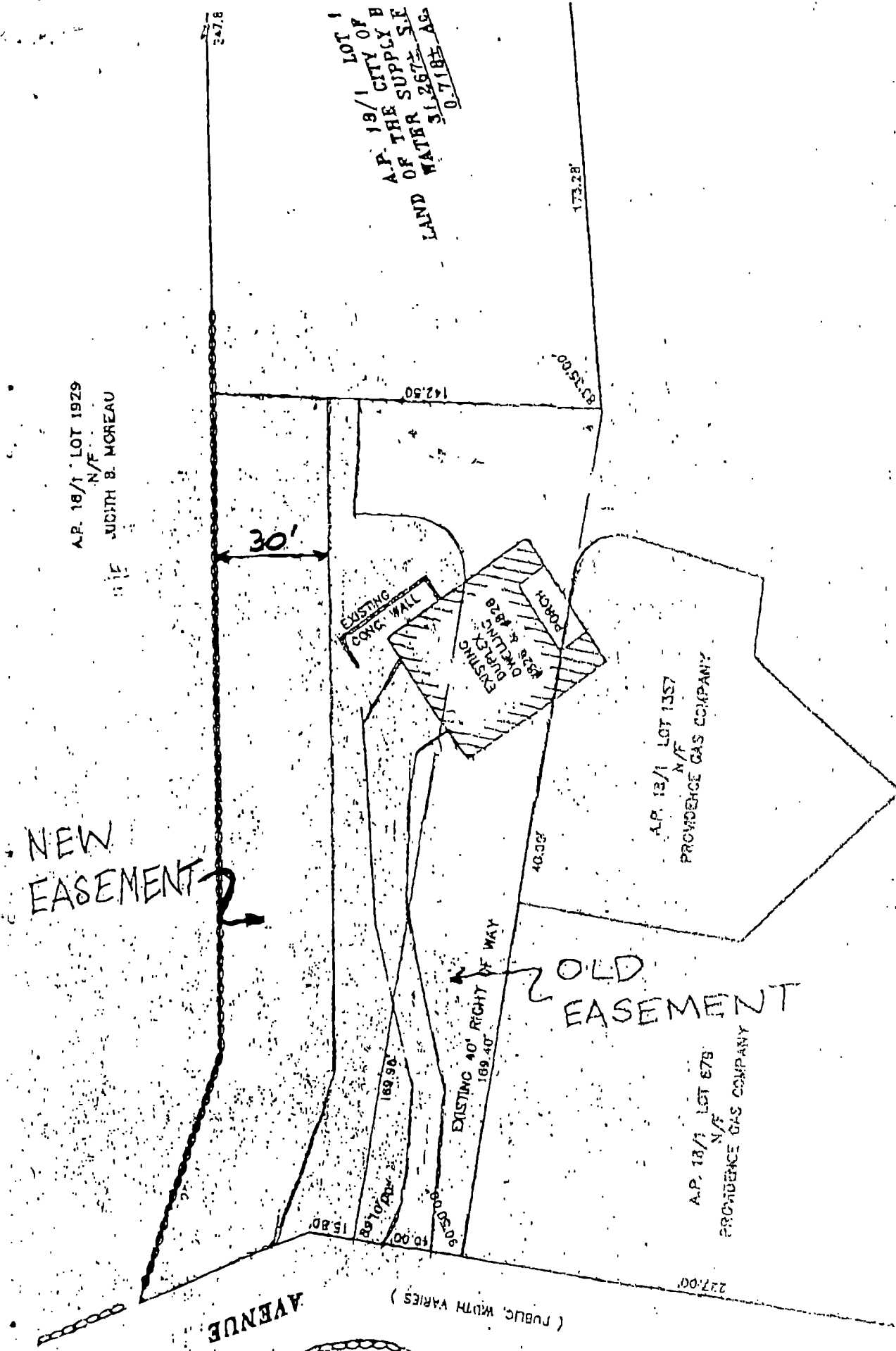
PLAN SHOWING PROPOSED
EASEMENT TO PROV. WATER SUPPLY BO
PROVIDENCE GAS CO.  SCALE: 1" = 10'

406-13-99 FRI 11:35 AM PWSE CRAN

P. 2

GRANITE
TOWN
BOONED
GRANITE

CITY OF CRANSTON
TOWN OF WEST HARRICK



ARMANDO PARILLO
*Chairman*JOEL D. LANDRY, II, ESQ.
*Vice Chairman*PATRICIA E. MC VICKER, ESQ.
*Secretary*FERNANDO S. CUNHA, ESQ.
*Legal Advisor*ALEXANDER D. FRIGHANO
City ClerkVINCENT A. CIANCI, JR.
*Mayor*ROBERT J. KILDUFF, ESQ., P.E.
*Chief Engineer & General Manager*JOSEPH DE LUCA
*City Councilman*RITA M. WILLIAMS
*City Councilwoman*MARY A. NOGERA
*Member*JOSEPH D. CATALDI
Member

FACSIMILE COVER PAGE

TO: City Clerk's Office / Attn: Claire

Fax Number: 421-6492

FROM: Bob Kilduff

Date: 4/30/01

Claire:

Here is a copy of the map for
the "Providence Gas Easement - Providence
Water" for the Tuesday, May 1st Property
Committee meeting.

Thanks

Bob K.

Number of pages, including cover: 2