

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement is entered into as of February¹², 2018⁹, by and between the **City of Central Falls**, with an address of 580 Broad Street, Central Falls, Rhode Island 02863 (the "**Grantor**"), and the **NARRAGANSETT BAY COMMISSION**, a quasi-public corporation, with an address of One Service Road, Providence, Rhode Island 02905, its successors and assigns (the "**Grantee**").

WHEREAS, Grantor is the fee simple owner of real estate situated in the City of Central Falls, Rhode Island known as Assessor's Plat 9, Lot 50 ("Grantor's Property"); and

WHEREAS, the Grantee wishes to obtain a Permanent Easement ("Easement") on the Grantor's Property;

NOW, THEREFORE, for and in consideration of \$17,543 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Easement.** Grantor does hereby give, grant and convey to Grantee with Warranty Covenants, a perpetual right, license, privilege and easement in, over, under, through, along, across, and upon a certain portion of Grantor's Property as depicted on the plan attached hereto and made a part hereof as Exhibit A-1 and as further described on Exhibit A-2 attached hereto and made a part hereof (the "Easement Area").

2. **Easement Rights.** The Easement granted by the Grantor to the Grantee consists of the perpetual right, license, privilege and easement:

(a) to erect, install, construct, reconstruct, excavate, lay, use, operate, repair, replace, renovate, alter, add to, enlarge, remove, inspect, patrol, maintain and relocate within the Easement Area, sewer line(s), pipes, mains, conduits, devices, structures, services, facilities and appurtenances including future enhancements and improvements to said sewer facilities (the "Facilities"), in, under, through, across and upon the Easement Area;

(b) subject to Grantor's reservation of rights for itself and its successors and assigns to use any and all portions of the Easement Area for any purpose that does not materially interfere with the Grantee's use and enjoyment of the Easement Area and the safe and efficient operation of its Facilities; provided, however that the Grantor, its successors and assigns, covenant and agree that they shall not perform any construction, make or install any permanent improvements or other permanent structures (other than paving) or other utilities, build or erect a wall, or structure of any kind, or plant trees or shrubs or store any heavy equipment or material or fill, change the grade, excavate or remove any soil, in, over, above, or on the Easement Area, nor shall Grantor store or allow to accumulate any material on the Easement Area;

(c) together with the permanent right, license, privilege and easement at such times as Grantee in its sole discretion and without notice deems necessary for said Grantee, its successors, assigns, agents, servants and employees, to enter upon, over, along, under and above said

Easement Area with vehicles, apparatus, personnel, equipment and appliances to dig and excavate the pavement, if any, and soil about the Facilities as may be necessary therefore, but in the event of such entry to refill and repair any such excavation, carry away any surplus material and leave said Easement Area in as good condition as it was prior to the making of any such excavation, at Grantee's sole expense, but not for the replacement of any improvement or of any items placed thereon in violation of the terms hereof; and,

(d) to clear and keep cleared at any time and from time to time, the Easement Area (without the obligation to do so) of such trees, shrubs, bushes, underbrush, above ground and below ground structures, objects and surfaces, and remove the same from Grantor's property, without further payment therefore, as may in the reasonable opinion and judgment of the Grantee, its successors and assigns, interfere with the rights granted herein or the safe and proper operation of the Facilities.

3. **Covenants Running With the Land.** Each of the provisions, terms and obligations herein shall constitute covenants running with the land, and each such provision, term or obligation shall run in perpetuity in favor of the Grantee, and there are hereby created equitable servitudes in favor of Grantee and against the Grantor's parcel; and any violation or breach of any such provisions, terms, obligations or covenants may be enjoined, abated or remedied by appropriate proceedings at the instance of either party or its successors or assigns and the costs of such proceedings, together with damages and attorney's fees, all as fixed by the court, shall be borne and paid by the party or parties causing or permitting the continuance of any such breach or violation.

4. **Other Utilities.** Notwithstanding anything else herein to the contrary, the Grantor, its successors and assigns may reconstruct, maintain, operate, use, inspect, repair, replace, or renew existing utilities within the Easement Area, including any and all equipment and appurtenances thereto, necessary for or used in connection therewith, provided, however that the Grantor shall not interfere, damage or disturb Grantee's Facilities and provided further that Grantor shall not place any additional utilities and/or appurtenant structures or devices any closer than eight (8') feet away from Grantees Sewer Pipes and upon excavation, repair, replacement and/or relocation of any existing utilities, Grantor shall not allow said utilities and/or appurtenant structures any closer than they presently are to Grantee's sewer pipes. In the event of the installation of new utilities or upon excavation, repair replacement and/or relocation of any existing utilities, Grantor shall also comply with the following: 1) bury a caution tape approximately two (2) feet above the utility service lines, 2) provide Grantee, within 60 days of excavation, an "As-Built Drawing" regarding the location of the utility lines and their proximity to the Grantee's sewer pipes. Grantor shall in each instance, refill and repair any such excavation, carry away any surplus material and leave said Easement Area in as good condition as it was prior to the making of any such excavation, at its sole expense.

5. **Existing Sewer Easement(s) Superseded.** This Easement Agreement supersedes and takes precedence over the Existing Easement or any other prior recorded sewer easements in favor of the NBC or the Blackstone Valley District Commission.

6. **Grantor's Covenants of Title.** The easements granted herein are granted with warranty covenants, free and clear from all encumbrances, easements, liens, mortgages, conditions and other matters of title except for non-exclusive utility easements of record, if any.

7. **Indemnity.** Grantee shall indemnify and hold the Grantor harmless from and against any losses, costs, damages, liabilities or expenses (including reasonable attorney's fees) suffered or incurred by the Grantor as a result of the negligence or willful conduct of the Grantee's agents, servants, employees, guests and/or invitees, in connection with the use or maintenance of the Easement Area.

8. **Prevailing Party.** In the event of any action by one party against the other regarding the interpretation or the enforcement of its rights under this agreement, the substantially prevailing party shall be entitled to receive from the other party all costs and expenses, including by way of example but not limitation, legal fees, expert witness fees and court costs incurred in such action.

9. **Waiver.** No waiver of the rights or obligations created by the terms of this instrument shall be construed to be a waiver of any other rights or obligations under this agreement, nor shall failure to enforce any right be construed as a waiver of said right or any other right or obligation hereunder. A waiver shall only be effective if embodied in a written instrument signed by an authorized agent of the party waiving said right.

10. **Modification.** No modification, alteration, amendment or waiver of any provision of this Easement Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

11. **Binding Effect.** The terms, covenants and conditions contained in this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns and any person or persons, natural or corporate, claiming through or under them, or any of them.

12. **Entire Agreement/Integration.** Neither of the parties nor any of their agents has made any statement, promises or agreements verbally or in writing in conflict with the terms of this Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement constitutes the entire, full and complete Agreement between the parties with respect to the premises and it merges and supersedes any and all prior or contemporaneous agreements, commitments, representations, writings, negotiations and discussions between them, whether oral or written.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed for that purpose by its duly authorized representative this 12th day of February 2018. 9

~~Signature~~
Irina M. Gorman
Acting Finance Director

Approved as to form and correctness:

~~Signature~~

GRANTOR:

City of Central Falls

By:

~~Signature~~
James A. Diossa, Mayor

GRANTEE:

Narragansett Bay Commission

By:

~~Signature~~
Raymond J. Marshall, P.E. Executive Director
LAURIE HORRIDGE

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

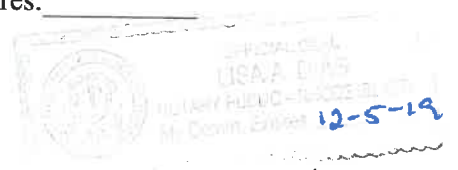
In Central Falls, on the 10th day of February, 2018⁹, before me appeared James A. Diossa, Mayor of the City of Central Falls, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of the City of Central Falls.

~~Signature~~

Notary Public

Printed Name: Lisa A. DIAS

My Commission Expires: _____



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 5th day of March, 2018⁹, before me appeared Laurie Horridge ~~Raymond J. Marshall, P.E.~~, Executive Director of the Narragansett Bay Commission, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of the Narragansett Bay Commission.

~~Signature~~

Notary Public

Printed Name: Talia Cheshier

My Commission Expires: 2022

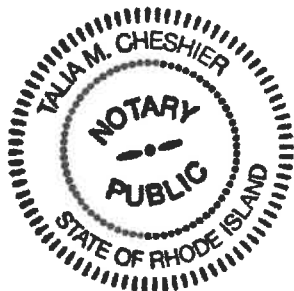


Exhibit A-1
Easement Area
(Site Plan)

Exhibit A-2
Easement Area

(Metes and Bounds Description)

DEED DESCRIPTION
FOR
NEW SEWER EASEMENT ACROSS
ASSESSOR'S PLAT 9 LOT 50

That certain tract or parcel of land with all buildings and improvements thereon situated southerly of Higginson Avenue in the City of Central Falls, County of Providence, and State of Rhode Island is herein bounded and described;

Commencing at a point opposite station 33+01.95 right as shown on State High way Plat No. 1152, said point being located at Rhode Island State Coordinates (north 292,672.81 east 354,547.34);

Thence proceeding south 77°56'17" west along the southerly highway line of said Higginson Avenue a distance of forty eight and 00/100 (48.00') feet to a rebar;

Thence continuing south 77°56'17" east along said highway line a distance of forty five and 26/100 (45.26') feet to the point and place of beginning of the herein described easement, said point being located at Rhode Island State Coordinates (north 292,653.32 east 354,456.15);

Thence proceeding south 10°56'48" east a distance of one hundred thirty five and 17/100 (135.17') feet to a point;

Thence proceeding south 12°19'15" east a distance of one hundred five and 10/100 (105.10') feet to a point;

Thence proceeding south 12°10'37" west a distance of three hundred seventy two and 03/100 (372.03') feet to a point;

Thence proceeding south 54°12'29" west a distance of four hundred twelve and 93/100 (412.93') feet to a point at the most southeasterly corner of the herein described easement;

Thence proceeding north 47°59'06" west a distance of twenty and 46/100 (20.46') feet to a point at the most southwesterly corner of the herein described easement, said line abuts an existing 20.00' foot sewer easement;

Thence proceeding north 54°12'29" east a distance of three hundred thirty one and 26/100 (331.26') feet to a point on a curve at land now or formerly of Fortune Place Inc.;

Thence proceeding in a counter clock wise direction along the arc of said curve with a radius of eighty five and 00/100 (85.00') feet and a delta angle of 48°29'21" a distance of seventy one and 93/100 (71.93') feet to a point on curve, bounded northwesterly by land now or formerly of Fortune Place Inc.;

Thence proceeding north $54^{\circ}12'29''$ east a distance of ten and $86/100$ (10.86') feet to a point;

Thence proceeding north $12^{\circ}10'37''$ east a distance of three hundred sixty and $00/100$ (360.00) feet to a point;

Thence proceeding north $12^{\circ}19'15''$ west a distance of one hundred one and $00/100$ (101.00') feet to a point;

Thence proceeding north $10^{\circ}56'48''$ west a distance of one hundred thirty five and $02/100$ (135.02') feet to a point on the southerly highway line of said Higginson Avenue;

Thence proceeding north $77^{\circ}56'17''$ east along the southerly highway line of said Higginson Avenue a distance of twenty and $00/100$ (20.00') feet to the point and place of beginning;

Said parcel contains 20,164 square feet or 0.46 acres more or less.

Meaning and intending to convey a 20 foot Sewer Easement to the Narragansett Bay Commission across land now or formerly of the City of Central Falls Assessor's Plat 9 Lot 50 (Higginson Sports Complex).