TEMPORARY AND PERPETUAL EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS that the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**, acting by and through the **RHODE ISLAND DEPARTMENT OF ADMINISTRATION**, hereinafter referred to as the Grantor, in pursuance of and by virtue of Title 37, Chapter 7, Section 8 of the General Laws of Rhode Island, as amended, in consideration of the sum of eighty five thousand and seventy seven dollars ($85,077) and other valuable consideration the receipt of which is hereby acknowledged, hereby grants to The Narragansett Bay Commission, hereinafter referred to as the Grantee, having its principal place of business at One Service Road, Providence, Rhode Island 02905, and pursuant to Title 46, Chapter 25, section 4 of the General laws of Rhode Island, 1956, as amended, a public corporation of the State of Rhode Island, and not constituting a department of state government, its successors and assigns:

1. A Temporary Construction Easement for a period of eighteen (18) months commencing on January 13, 2004 and terminating on July 13, 2005 for the placement, installation and construction of tunnels, shafts, near surface structures, and appurtenances, hereinafter referred to as the Sewer Facilities, necessary for the Grantee's CSO 032 Project, so called. Said Temporary Construction Easement is hereby granted in, upon, above, under and within that parcel of land containing approximately sixteen thousand (16,000) square feet, hereinafter referred to as the Temporary Construction Easement Area, located adjacent to 48 Orms Street in the City of Providence, County of Providence, State of Rhode Island, said land owned in fee simple by the Grantor and shown on that certain plan attached hereto and incorporated herein by reference as Exhibit A. The Grantee agrees to replace all species of trees located on the subject property that are impacted by this project. Prior to planting new mature trees, the Grantee must submit a landscaping plan to the Associate Director (Division of Central Services) of the Rhode Island Department of Administration for final review and approval.

2. A Perpetual Easement commencing on January 13, 2004 to operate, access, maintain, repair and replace (exclusive of upgrade) the Sewer Facilities and appurtenances in, upon, above, under and within that parcel of land containing approximately three thousand and eighty five (3,085) square feet, more or less, (the Perpetual Easement Area) located in the City of Providence, County of Providence, State of Rhode Island, said land owned in fee simple by the Grantor, and shown on that certain plan attached hereto and incorporated herein by reference as Exhibit A.

Hereinafter the use of the word Easement or Easement Area, whether singular or plural, shall include the Temporary Construction and Perpetual Easements herein granted.

It is the intention and agreement of the parties hereto that:

A. The Grantor shall allow the Grantee and its contractors access to the easements over and upon the land at 48 Orms Street owned by the Grantor. Grantee and its contractors shall abide by the terms and conditions set forth by the Grantor for access to the easement area.

Copies of these Easements are filed in the Recorder of Deeds or in the City/Town Clerk's Office in the City of Providence, Rhode Island.

B. Said Easements shall be subject to all legal highways, to any existing natural watercourse, to physical conditions, occupancies and encroachments, if any, that an accurate survey or personal inspection of the Easements may disclose, to the rights of any parties in possession to the right of access, if any, across said Easement Areas by the abutting owners to the adjacent roadways, to current taxes and assessments not yet due and payable, to other easements, covenants, restrictions and other encumbrances of record, if any, to zoning and building laws and ordinances, and to the reservations and covenants.

C. The Grantee shall have the right during the terms of these Easements to enter and reenter the Easement Areas with the Grantee's servants, employees, independent contractors, agents, vehicles, machinery and equipment for the purpose stated herein in Exhibit A.

D. The Grantee will pave and make other improvements for a new parking lot at the northern end of the land owned by the Grantor at 48 Orms St. The parking lot shall provide approximately 29 new parking spaces and shall be constructed in accordance with plans referred to as "The Rhode Island Department of Health Laboratory, Parking Lot Improvements" dated February 2001.

E. The Grantee shall not fence in or otherwise enclose the Easement Areas without the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed.

F. In the exercise of its rights under these Easements, the Grantee shall promptly refill any holes or depressions made by the Grantee, its agents or contractors on the Easements, and regrade and restore said Easement Areas to substantially the same condition as said Easement Areas existed prior to any such excavation. Such restoration shall include, but not be limited to, any necessary regrading and replanting of any grass areas or landscaping items and repaving of any paved areas. Such restoration shall be subject to the written approval of the Grantor, which approval should not be unreasonably withheld or delayed.

G. The exercise of the rights of the Grantee under these Easements shall be at the sole cost and expense of the Grantee and such rights shall be exercised in a manner which will not unreasonably interfere with the Grantee's use of the Easements. Grantor and Grantee shall use reasonable efforts to coordinate their work in the Easement Areas. If both parties are doing work of a non-emergency nature, and such work cannot reasonably be conducted simultaneously, then Grantee's work shall be given priority. If the Grantor is performing work it determines is of an emergency nature, the Grantee will provide the Grantor access during the emergency.

H. In connection with any placement, installation, construction, operation, access, maintenance, repair and/or replacement to be performed to said Sewer Facilities or to said Easements by or on behalf of the Grantee, the Grantee agrees that such work shall be performed in a good and workmanlike manner and in as prompt, efficient and continuous manner as possible. The Grantee shall be solely and completely obligated to repair any damage to the Grantee's land and/or facilities caused by such work.

I. The Grantee, for itself and on behalf of its successors and assigns, hereby agrees and covenants to defend, indemnify and hold forever harmless the Grantor from and against all claims,

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Rev: 2/8/2000

causes of action, suits, losses, damages, liability and expenses including, but in no way limited to, the costs of suits and reasonable attorney's fees, to the extent they arise out of or are in any way related to the Grantee's activities and operations in, upon, under and over the Easement Areas and/or the Grantee's failure to perform any or all of the covenants of this Easement required of Grantee to be performed hereunder and/or the Grantee's failure to comply with all Federal, State and municipal laws and regulations with respect to Grantee's obligation under this Easement except when caused by the negligence or willful misconduct of the Grantor or its employees or agents, and the Grantee's indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. The Grantee hereby waives any right to recovery or offset against the Grantor of the cost or payment of any such claims, causes of action, suits, losses, damages, liabilities and expenses including, but in no way limited, to the cost of suits and attorney's fees, to the extent arising solely out of the Grantee's activities and operations in, upon, under and over the Easement Areas and/or the Grantee's failure to perform any or all of the covenants of this Easement required of Grantee to be performed hereunder and/or a Grantee's failure to comply with all Federal, State, municipal laws and regulations with respect to Grantee's obligation under this Easement except when caused by the negligence or willful misconduct of the Grantor or its employees or agents.

The Grantee shall give the Grantor prompt and timely notice of any claim made or suit instituted against the Grantee and/or the Grantor which in any way could result in indemnification hereunder. The Grantor and Grantee shall have the right to participate in any compromise, or any defense of same, to the extent of their own interest hereunder.

K. 1. The Grantee shall procure and keep in effect for the duration of this Easement public liability insurance as well as contractual liability insurance covering all liabilities assumed by the Grantee hereunder without exception or restriction of any kind. Said insurance shall be in limits of not less than Two Million Dollars ($2,000,000) per occurrence for personal injury, bodily injury, including death, and/or property damage whether of the Grantee, the Grantor, or other person, and shall contain a waiver of subrogation against the Grantor. Said policy will have a Six Million Dollar ($6,000,000) aggregate. Grantee will also provide and keep in effect a Worker's Compensation Insurance policy complying with the requirements of the statutes of the jurisdiction in which the Easement Area is located covering all employees of the Grantee. Said policy will be in limits of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence and naming Grantor as additional insured and stating whether or not there is a deductible and the amount if any. As evidence of such coverage, Grantee shall on an annual basis provide the Grantor with a certificate of said insurance on an annual basis issued by an insurance company licensed to do business in the State of Rhode Island, in a form acceptable to Grantor. Coverage will be on an occurrence basis. Deductibles in excess of $10,000 will require the prior written approval of the Grantor. Self-insured retentions will not be allowed without the prior, express written approval of the Grantor. The Grantor, its agents and employees will be named as a loss payee and an additional insured to the policy. An endorsement giving the Grantor thirty (30) days notice of cancellation will be required. Coverage will be continuous and remain in effect for the duration of these Easements and evidence of renewals

will be provided to the Grantor. Any failure of the Grantee to comply with reporting requirements or other breaches of warranties shall not affect coverage provided to the State as indemnitee and additional insured, its officers or employees. Coverage shall be in 1994 ISO (Insurance Services Office, Inc.) Commercial General Liability form or equivalent.

Or

2. The Grantor acknowledges that the Grantee may elect to be a self-insurer with respect to matters generally covered by insurance against loss by casualty and general liability. Grantee's limit of self-insurance may change from time-to-time and is usually governed by the financial net worth of the Grantee. The limit of self-insurance carried by the Grantee would not be substantially different from any other organization of comparative size and doing business in the State of Rhode Island. Grantee's self-insurance amount is currently Two Million Dollars ($2,000,000). Above that amount the Grantee does have excess liability insurance in the amount of Two Million Dollars ($2,000,000) for personal injury, bodily injury, including death, and/or property damage whether of the Grantee, the Grantor, or other person and will therefore, throughout the term of this Easement, have the Grantor, its agents and employees named as an additional insured with respect to the excess liability coverage. Grantee will also provide and keep in effect a Worker's Compensation Insurance policy complying with the requirements of the statutes of the jurisdiction in which the Easement Area is located covering all employees of the Grantee. Said policy will be in limits of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence and naming Grantor as an additional insured and stating whether or not there is a deductible and the amount, if any. As evidence of such coverage, Grantee shall on an annual basis provide the Grantor with a certificate of insurance or other evidence of said insurance issued by an insurance company licensed to do business in the State of Rhode Island or other lawful entity in a form acceptable to the Grantor. Coverage will be continuous and remain in effect for the duration of these Easements. Any failure of the Grantor to comply with reporting requirements or other breaches of warranties shall not affect the coverage provided to the State as indemnitee and additional insured, its officers or employees. Coverage shall be in 1994 ISO (Insurance Services Office, Inc.) Commercial General Liability form or equivalent.

L. The Grantee agrees that these Easements shall not be used for storage of flammable, explosive or hazardous materials or waste.

M. Grantee will indemnify, save harmless and defend the Grantor from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substances, as those terms as defined by any applicable law, rule or regulation, including without limitation, the Rhode Island Hazardous Waste Management Corporation Act, R.I.G.L. 23-19-1 et seq., the Rhode Island Hazardous Substance Act, R.I.G.L. 23-24-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., on, beneath, above, and under the Easement

Areas attributable to Grantee subsequent to the date of this Easement arising under Rhode Island General Laws, Section 23-19-1 through 23-19-27 inclusive, as amended or otherwise.

N. These Easements are conveyed by the Grantor to the Grantee solely and is subject to the rights of the Grantor, its successors and assigns, to disapprove any subsequent transfer or conveyance by the Grantee or its sub-Grantees of any or all of the rights and interests herein conveyed, whether by easement, lease, license or any other means, except that the Grantee or its sub-Grantees may convey without written approval of the Grantor, their rights and interest hereunder, in whole or in part, to any of their parent company or to the extent the Grantee or sub-Grantee are required by law; and the Grantor hereby covenants with any other subsequent transferee or assignee of the Grantee's or sub-Grantee's rights under this Easement that its approval shall not be unreasonably withheld. In the event of any transfer or assignment permitted hereunder without Grantor's approval, the Grantee or sub-Grantee will notify the Grantor of such in writing within sixty (60) days.

O. This Easement 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 Easement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This Easement may not be amended or modified except pursuant to a written instrument signed by all parties hereto.

It is understood and agreed by the parties hereto that the Grantor makes no representations regarding the ownership of the real estate described in the Easement which may be subject to the rights of the owners in fee simple of said real estate other than the Grantor, if such be the case, and subject also to any prior easements affecting said real estate and any other rights of any other parties therein.

P. The Grantee understands that these Easements are granted for the sole purpose described on the first page hereof and prior written permission from the Grantor will be required for any upgrade or alternative use of the Easement Areas.

Q. Each of the parties warrants to the other that the person or persons executing this Easement on behalf of such party has the full right, power and authority to enter into and execute this Easement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Easement.

R. If the Grantee shall fail to perform or abide by the covenants, conditions and/or restrictions of these Easements, such Easements shall thereupon revest in the Grantor without any further act undertaken by Grantor and the Grantee shall not be entitled to any reimbursement to which Grantee might otherwise be entitled under this Easement.

S. Applicable to the Temporary Construction Easement. The Grantor and the Grantee hereby agree that in the event that at anytime during the term of the Temporary Construction Easement period the Grantee shall make written attestation to the Grantor, by notarized statement or affidavit, that the Grantee has concluded in its entirety the construction and installation of said

Sewer Facilities and appurtenances upon the Temporary Construction Easement Area then the Grantor, upon satisfying itself of the proof of the Grantee's attestation via visual inspection of the Temporary Construction Easement Area, shall reimburse the Grantee a portion of the compensation paid under this Easement for the grant of the Temporary Construction Easement by the Grantee to the Grantor according to the following schedule:

PERIOD	PRO-RATA REIMBURSEMENT
Grantor's satisfaction of the proof of Grantee's attestation on or after the first (1st) day of the commencement of the term of the Temporary Construction Easement but prior to or upon the ninetieth (90th) day of said term.	75%
Grantor's satisfaction of the proof of Grantee's attestation on or after the ninety-first (91st) day of the term of the Temporary Construction Easement but prior to or upon the one hundred and eightieth (180th) day of said term.	50%
Grantor's satisfaction of the proof of Grantee's attestation on or after the one hundred and eight-first (181st) day of the Temporary Construction Easement but prior to or upon the two hundred and seventieth (270th) day of said term.	25%
Grantee's attestation on or after the two hundred and seventy-first (271st) day of the Temporary Construction Easement but prior to or upon the three hundred and sixty-fifth (365th) day or the three hundred and sixty-sixth (366th)day of said term.	0%

In no instance shall the Grantor reimburse to the Grantee in excess of seventy-five percent (75%) of the compensation paid hereunder by the Grantee to the Grantor for the Temporary Construction Easement. The Grantor hereby agrees to conclude its visual inspection of the Temporary Construction Easement Area and inform the Grantee in writing of its findings not later than thirty (30) business days following its receipt of the aforesaid attestation.

T. The Grantee hereby agrees and covenants that it will hold the Grantor harmless from all costs, suits and liabilities which may arise from the Grantee's relocation, removal or realignment of the Sewer Facilities and appurtenances allowed under Title 24, Chapter 8.1, Section 24-8.1-1 and Section 24-8.1-2 of the General Laws of the State of Rhode Island pursuant to this Easement including, without limitation thereto, any transportation or public purpose.

U. The Grantee hereby acknowledges that its interest in the Easement Areas is non-exclusive. The Grantee shall not unreasonably deny use and enjoyment of the Easement Areas to other users and shall, subject to written approval of the Grantor, enter into sublicense agreements in regard to the Easement Areas. The Grantor shall be entitled to receive fifty percent (50%) of any rental installment payments as they are received by the Grantee. All such sublicenses shall not be valid until first approved by the State Properties Committee. In reference to such sublicenses the

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Grantee shall require the sublicensee to indemnify the Grantee and the Grantor and hold the Grantee and the Grantor harmless from and against any liability and related costs for bodily injury, including death and/or damage to property caused by negligent acts or omissions of such additional users.

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IN WITNESS WHEREOF, the parties have caused this Easement to be duly executed as of the day and year found below.

GRANTOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION

By: _____
Beverly E. Najarian
Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 27th day of January, 2004, before me personally appeared Beverly E. Najarian, to me known and known by me to be the Director of the Rhode Island Department of Administration and the party for and on behalf of the State of Rhode Island and Providence Plantations who executed the foregoing instrument and she acknowledged said instrument by ~~him~~ her so executed to be ~~his~~ her free act and deed individually and in ~~his~~ her said capacity and the free act and deed of the State of Rhode Island and Providence Plantations.

_____
NOTARY PUBLIC
My commission expires: 12/11/4

GRANTEE:

The Narragansett Bay Commission

By: _____

Its: Deputy Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 14th day of January, 2004, before me personally appeared Paul Pinault, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Narragansett Bay Commission and he acknowledged said instrument by him so executed to be his free act and deed individually and in his said capacity and the free act and deed of Paul Pinault.

_____
NOTARY PUBLIC
My commission expires: 8-16-05

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Approved this 27TH day of January, 2004 by the State Properties Committee.

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Attorney General

APPROVED AS TO SUBSTANCE

By: _____
Director of Administration

APPROVED:

By: _____ 1-27-04
Public Member

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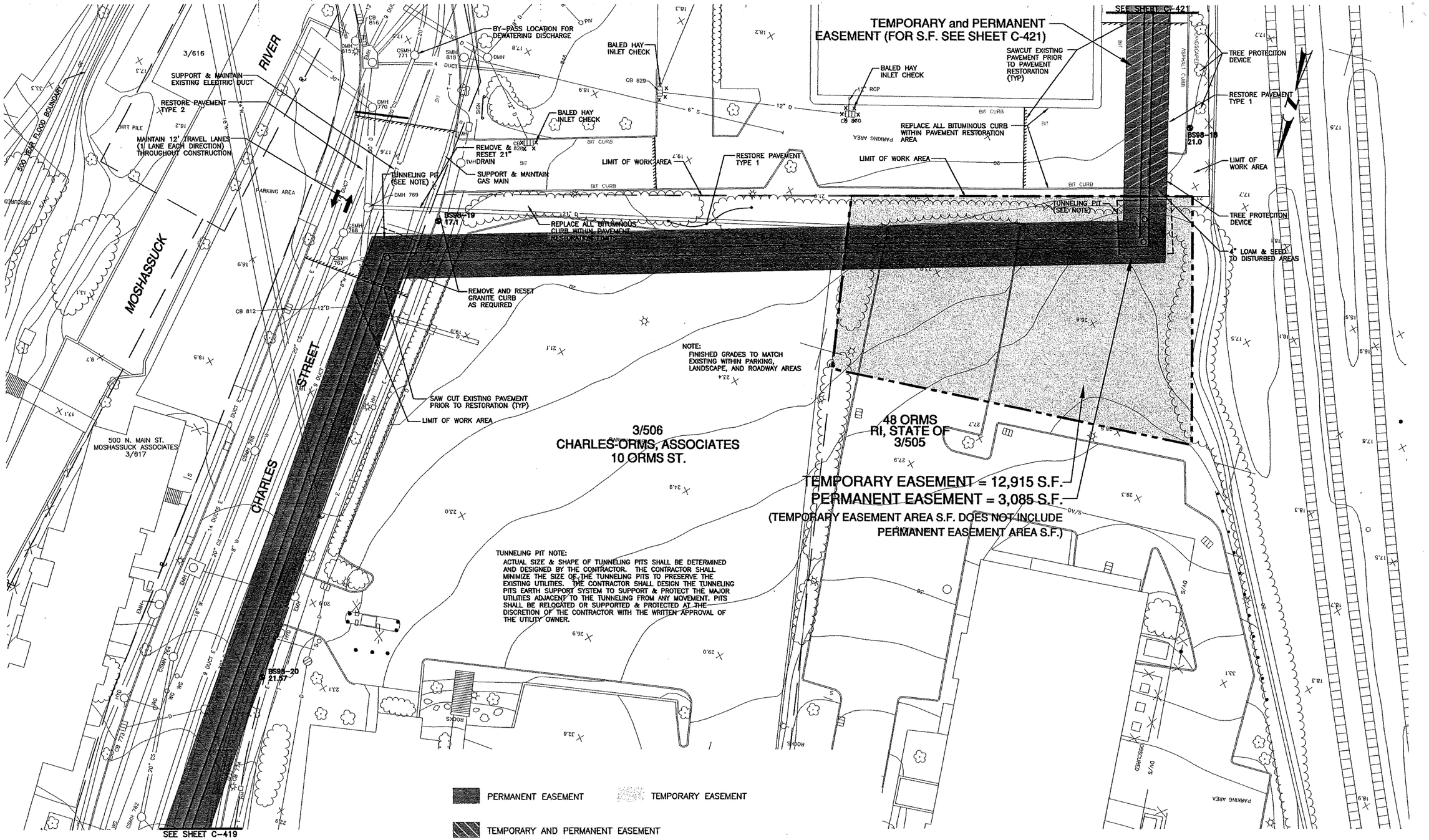

December 2003

NUMBER	DATE	MADE BY	CHECKED BY	REVISIONS DESCRIPTION

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)

DRAWN BY: LBD
DEPT CHECK:
PROJECT CHECK: TAR

REGISTERED PROFESSIONAL ENGINEER

DATE

Sverdrup
CIVIL, INC.
In Association with:
CH2M HILL
Bryant Associates, Inc.
Gordon R. Archibald, Inc., Professional Engineers
Pare Engineering Corporation
Maguire Group, Inc.
EngiTek, Inc.

THE NARRAGANSETT BAY COMMISSION
COMBINED SEWER OVERFLOW CONTROL FACILITIES PROGRAM
LOUIS BERGER GROUP, INC.
LEAD DESIGN MANAGER

CONTRACT No.
FILENAME: CP23420_ED4.dwg

CONSTRUCTION / FINAL SITE PLAN
OF 032
SHEET 3 OF 4

C-420

844/FNLCP2-3/CP23420.DWG