RHODE ISLAND
BOARD OF EDUCATION

State of Rhode Island and Providence Plantations
RHODE ISLAND BOARD OF EDUCATION
Council on Postsecondary Education
80 Washington Street
Providence, Rhode Island 02903-3400

Enclosure 9c
January 7, 2015

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Chair

Council on Elementary and Secondary Education

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Chair

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The Honorable Thomas Izzo

Judy Ouellette

Kerry I. Rafanelli, Esq.

John J. Smith, Jr.

Dr. Jeffery A. Williams

December 29, 2014

TO: Members of the Council on Postsecondary Education

FROM: Jim Purcell, Commissioner for Postsecondary Education

RE: Approval of Utility Easement for Utility Pole installation at the construction site of the LGBTQ Center.

The University of Rhode Island requests permission to enter into an agreement with National Grid to grant an easement to cover the installation of electrical utilities for the construction site at Upper College Road.

The form of this easement document mirrors previously executed electrical easements with National Grid for similar installations. It has been reviewed by University legal counsel.

Please see the attached copy of the final form for this easement agreement for your review and consideration.

Upon consideration and execution by the Council on Postsecondary Education, this request will be placed on the State Properties Committee's agenda for approval.

Therefore, I recommend:

THAT the Council on Postsecondary Education approves the application for a utility easement with National Grid to allow for the installation of electrical services at the construction site for the LGBTW Center on Upper College Road.

Attachment.

THE
UNIVERSITY
OF RHODE ISLAND
OFFICE OF THE
PRESIDENT

THINK BIG WE DO™

Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA p: 401.874.4462 f: 401.874.7149 uri.edu/president

David M. Dooley, Ph.D.
President

TO: Jim Purcell, Commissioner for RI Postsecondary Education

FROM: David M. Dooley, President University of Rhode Island

DATE: December 12, 2014

SUBJECT: **UTILITY EASEMENT FOR UTILITY POLE INSTALLATION AT THE CONSTRUCTION SITE OF THE LGBTQ CENTER**

The University of Rhode Island requests permission to enter into an agreement with National Grid to grant an easement to cover the installation of a utility pole and the permanent building electrical service installation at the construction site of the LGBTQ Center. Work of this nature must be incorporated into National Grid's schedule, so timely consideration of this grant of easement is important.

Construction of the LGBTQ Center project commenced this past fall with the opening planned for February 2015. The center will be a 5,000 square foot residential-scale building built on a half-acre university parcel at 19 Upper College Road in Kingston, R.I. and will house student-centered education, outreach, advocacy, and support programs, with office, meeting and informed student gathering spaces.

This form of easement mirrors previously executed electrical easements with National Grid for similar installations and has been reviewed by University Legal Counsel.

Enclosed is the final form of the easement agreement to be approved. We request that this matter be placed on the agenda for the January 7, 2014 meeting for the Council on Postsecondary Education.

This request would be presented to the State's Properties Committee following consideration and execution by the Council on Postsecondary Education for approval.

cc: Christina L. Valentino
Louis J. Saccoccio
J. Vernon Wyman

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

GRANT OF EASEMENT

The RHODE ISLAND COUNCIL ON POSTSECONDARY EDUCATION, successor in interest to the Board of Governors for Higher Education, a public corporation created by the General Assembly in trust for the State of Rhode Island and Providence Plantations, ("Grantor") for consideration paid, grants to THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation having a principal place of business at 280 Melrose Street, Providence, Rhode Island 02901, ("Grantee"), its successors and assigns, with Quitclaim Covenants, a perpetual right and easement as described in Section 1 below ("Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below ("Grantor's Land").

Property Address: Upper College Road, South Kingstown, R.I.

Section 1 – Description of Easement

The "Easement" granted by the Grantor to the Grantee consists of the perpetual right and easement:

a) To install, construct, reconstruct, repair, replace, add to, maintain and operate an overhead ("Distribution System") for the distribution of electric current to include poles and all the necessary equipment, fixtures and appurtenances installed therein and attached thereto, in, under, through, over, across and upon the Grantor's land, as may from time to time be required for the purpose of supplying electric service to the Grantor's Land.
b) To clear and keep cleared from time to time the portions of the Grantor's Land wherein the Distribution System is located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces as may in the opinion and judgment of the Grantee, its successors and assigns, interfere with the safe and proper operation of the Distribution System;
c) To make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System. But the Grantee shall properly backfill any excavation and restore the surface of the Grantor's Land in as good condition as before the excavation was made; and
d) To pass over and across the Grantor's Land as reasonable and necessary for all the purposes described in this Section.

Section 2 – Description of Grantor's Land

The "Grantor's Land" consists of land situated on the easterly side of Upper College Road in the Town of South Kingstown, County of Washington, State of Rhode Island, designated as Lot 71, South Kingstown Tax Assessor's Map 23-3, being that certain tract or parcel of land conveyed to the Grantor by deed duly recorded with the Records of Land Evidence in South Kingstown on January 22, 1960, in Book 86, Page 24.

WR 14380566

Address of Grantee:
Narragansett El., 280 Melrose Street, Providence, RI 02907

After recording return to:
Elizabeth Fresolone
National Grid
Service Company, Inc.
280 Melrose St.
Providence, RI 02907

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Section 3 – Location of the Distribution System

The "Distribution System" shall extend in a general easterly direction from an existing pole #4, which is located on the westerly side of Upper College Road, to a proposed pole #4-2, which is to be located within certain portions of Grantor's Land as approximately shown on a sketch attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and the Grantee herein. Said Distribution System shall be located in a location mutually satisfactory to the Grantor and to the Grantees and such location shall become established by and upon the installation thereof by the Grantees.

Section 4 – Distribution System Ownership

It is agreed that the Distribution System shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns shall pay all taxes assessed thereon.

Section 5 - Indemnification

(a) Grantee shall, at all times, protect, and save, hold harmless and indemnify the Grantor, University of Rhode Island, Board of Education and State of Rhode Island, its employees, agents and servants against and from: (1) all penalties, damages or charges, including reasonable attorney's fees for any violation of any applicable law or ordinance occasioned by the negligence or willful act of Grantee or Grantee's agents, employees, servants, invitees or visitors arising out of Grantee's activities and operations in the Easement Area, except when caused by the negligence or willful misconduct of the said Grantor or its employees and agents; (2) all claims, loss, costs, damages or expenses, for bodily injury or death resulting, including reasonable attorney's fees, arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Easement Area by Grantee or Grantee's agents, employees, servants, invitees, or visitors; or arising out of or from any act of negligence of Grantee or Grantee's agents, employees, servants, invitees or visitors in connection with Grantee's activities and operations in the Easement Area, except when caused by the negligence or willful misconduct of the said Grantor or its employees and agents; (3) all claims, loss, costs, damage or expenses including reasonable attorney's fees arising out of or from any failure of Grantee in any respect to comply with and perform all the requirements and provisions of this Agreement, except when caused by the negligence or willful misconduct of the Grantor or its employees and agents.

(b) In addition to the above indemnification, the Grantee will also indemnify, defend, and hold harmless the Grantor, University of Rhode Island, Board of Education and State of Rhode Island, from any claim or claims arising from activities involving the transportation, storage, release or disposal by Grantee, its agents or assigns, on, beneath, above or under the Easement Area, subsequent to the date of this Easement, of any oil, hazardous material, hazardous waste or hazardous substances as these terms are defined by any applicable law, rule or regulation, including without limitation, the Rhode Island Hazardous Waste Management Corporation Act, RIGL 23-19-1 et seq, the Rhode Island Hazardous Substances Act, RIGL 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.

(c) The Grantor and Grantee shall give one another prompt and timely notice of any claim made or suit instituted against either party 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.

Section 6 – Insurance

The Grantee shall maintain general comprehensive liability insurance during the term of this Easement running to the benefit of both the Grantor and the Grantee for bodily injuries, including death, in the sum of Three Million and 00/100 ($3,000,000.00) for one person and Three Million and 00/100 ($3,000,000.00) for any one occurrence and Five Hundred Thousand and 00/100 ($500,000.00) for property damage for any one occurrence. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of insurance in the State of Rhode Island. Any combination of Commercial General Liability and Excess Liability policy limits can be used to satisfy the above limit requirements. The Grantee shall provide the Grantor with a certificate of insurance at the time of signing of this Easement and annually thereafter by January 1st of each year and as Grantor may reasonably request. Said certificate shall include the Grantor, University of Rhode Island, Council on Postsecondary Education, Board of Education and State of Rhode Island as additional named insureds on the liability insurance policies and shall cover the entire scope of the Grantee's use of the Premises.

IN WITNESS WHEREOF, the Rhode Island Council on Postsecondary Education has caused these presents to be signed by its proper officer for that purpose duly authorized this _____ day of _____, 201__.

In the presence of:

RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION

_____

_____
By: Michael Bernstein, Chairman

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in said County on the _____ day of _____, 201__, before me personally appeared the above named Michael Bernstein, Chairman of the Rhode Island Council on Postsecondary Education, 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/her free act and deed, in said capacity, and the free act and deed of the Rhode Island Council on Postsecondary Education.

_____
Notary Public
Printed Name: _____
My Commission expires: _____

STATE PROPERTIES COMMITTEE

This Easement is made with the approval of the undersigned, in accordance with the applicable provisions of the General Laws of Rhode Island, as amended:

APPROVED this _____day of _____, A.D. 201__ 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: _____
Public Member

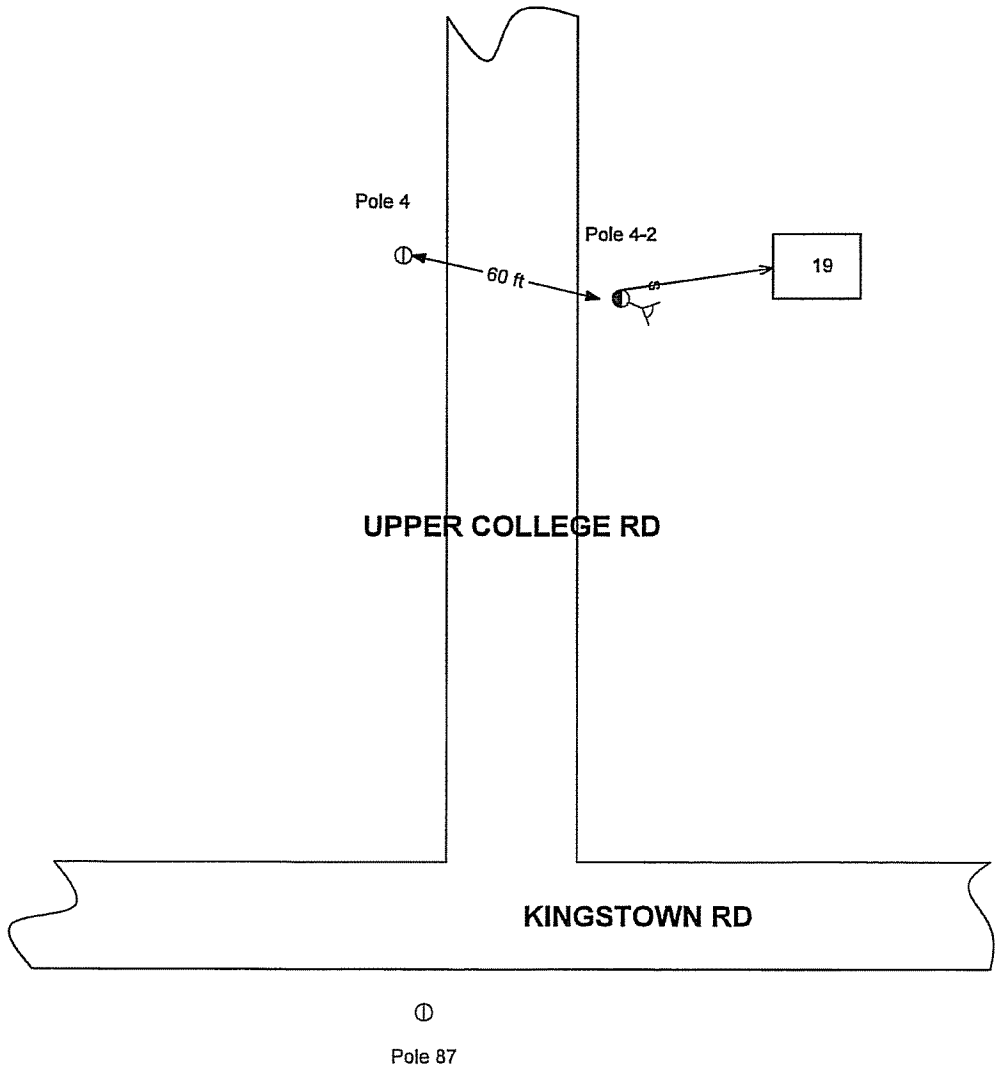

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EXHIBIT 'A'
NOT TO SCALE

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

NOTE: THIS SKETCH IS INTENDED FOR EASEMENT PURPOSES, ONLY.

Existing JO Pole

Proposed New JO pole

nationalgrid

Easement Sketch
Pole 4-2 at 12 Upper College Rd
South Kingstown RI

Scale: NONE
Date: 4/16/13
Drawn By: TCB
Approved By:

Actrix Drawing Number
WR # 14380566