

Attachment 14

Temporary Construction Easements

Attachment 14a

Old Slater Mill Temporary Easement

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 27th day of March, 2012, by and between OLD SLATER MILL ASSOCIATION, a nonprofit Rhode Island Corporation, with a mailing address of 67 Roosevelt Avenue, Pawtucket, RI 02862, hereinafter referred to as the "GRANTOR", and the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, with an address of 235 Promenade Street, Providence, RI 02908, hereinafter referred to as the "STATE".

WHEREAS, Old Slater Mill Association is the owner of real property located on Broadway, adjacent to the so-called Slater Mill Dam in the City of Pawtucket, County of Providence, State of Rhode Island (also identified as City of Pawtucket Tax Assessor's Plat 22, Lot 287), a portion thereof which is hereinafter referred to as the "Premises", which real property is bounded and described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the STATE desires to acquire certain easements to the Premises for the purpose of constructing a fish ladder on the Dam on the Premises to provide access for migrating river fish.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR grants to the STATE, its successors and assigns, on the terms and conditions contained herein:

A. The temporary easement and right of way to construct a fish ladder on the Blackstone River over the Slater Mill Dam to provide passage for migrating river fish, all within the area described on Exhibit "A" attached hereto. The temporary construction easement shall

commence upon notification to GRANTOR of the commencement of construction and shall terminate no later than two (2) years after commencement of construction unless mutually agreed to by STATE and GRANTOR.

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

1. The exercise of the rights under this Agreement shall be at the sole cost and expense of the STATE.
2. The STATE shall be entitled to enter upon the Premises with such servants, agents, employees, machinery and equipment as may be required to construct the fish ladder associated with the Dam to provide access for migrating river fish as may be required to insure the safe and adequate functioning of the fishway.
3. In connection with all construction to be performed by or on behalf of the STATE from time to time, the STATE agrees that such work shall be performed in a prompt, efficient and continuous manner.
4. The STATE shall be solely and completely obligated to repair any damage or unintended alteration to the Premises caused by such construction.
5. The STATE may cut and remove selected vegetation and debris on the Premises that may injure, endanger or interfere with the use of or fittings and appliances appurtenant to said fish ladder.
6. 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. 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 the parties hereto.

7. The Grantee, for itself and on behalf of its successors and assigns, subject to the limitations contained within the Rhode Island Tort Claims Act under R.I. Gen. Laws § 9-31-1, et seq., hereby agrees and covenants to defend, indemnify and hold forever harmless the Grantor from and against all claims, 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 within 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 out of the Grantee's activities and operations within the Easement Area 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

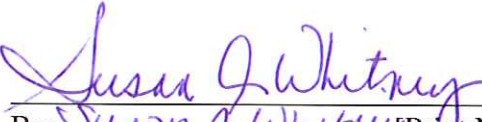
caused by the negligence or willful misconduct of the Grantor or its employees or agents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:


OLD SLATER MILL ASSOCIATION


Andrian Paquette


By: Susan A. Whitney [Print Name]
Its: Executive Director [Title]

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 20th day of MARCH, 2012, before me personally appeared SUSAN A. WHITNEY, the EXECUTIVE DIRECTOR [officer's title] of the OLD SLATER MILL ASSOCIATION, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the OLD SLATER MILL ASSOCIATION and he/she acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the OLD SLATER MILL ASSOCIATION.


Notary Public

My Commission Expires: ALLEN H. CHATTERTON III
Notary Public
State of Rhode Island
& Providence Plantations
My Comm. Exp. 5-21-14

STATE OF RHODE ISLAND,
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT

WITNESS

Rayna Santoro

Janet L. Coit

By: Janet L. Coit

Its: Director


STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 22 day of March, 2012, before me personally appeared Janet L. Coit, Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

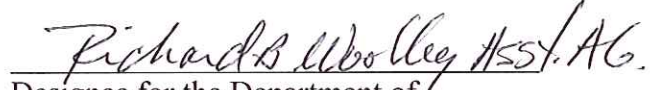
Rayna Santoro
Notary Public 5170
My Commission Expires: 3/20/15

APPROVED this 27th, day of March, 2012, by the State Properties Committee.


APPROVED:


Chairman, State Properties Committee
Ronald N. Renaud


APPROVED AS TO FORM:


Designee for the Department of
Attorney General, Richard Woolley

APPROVED AS TO SUBSTANCE:

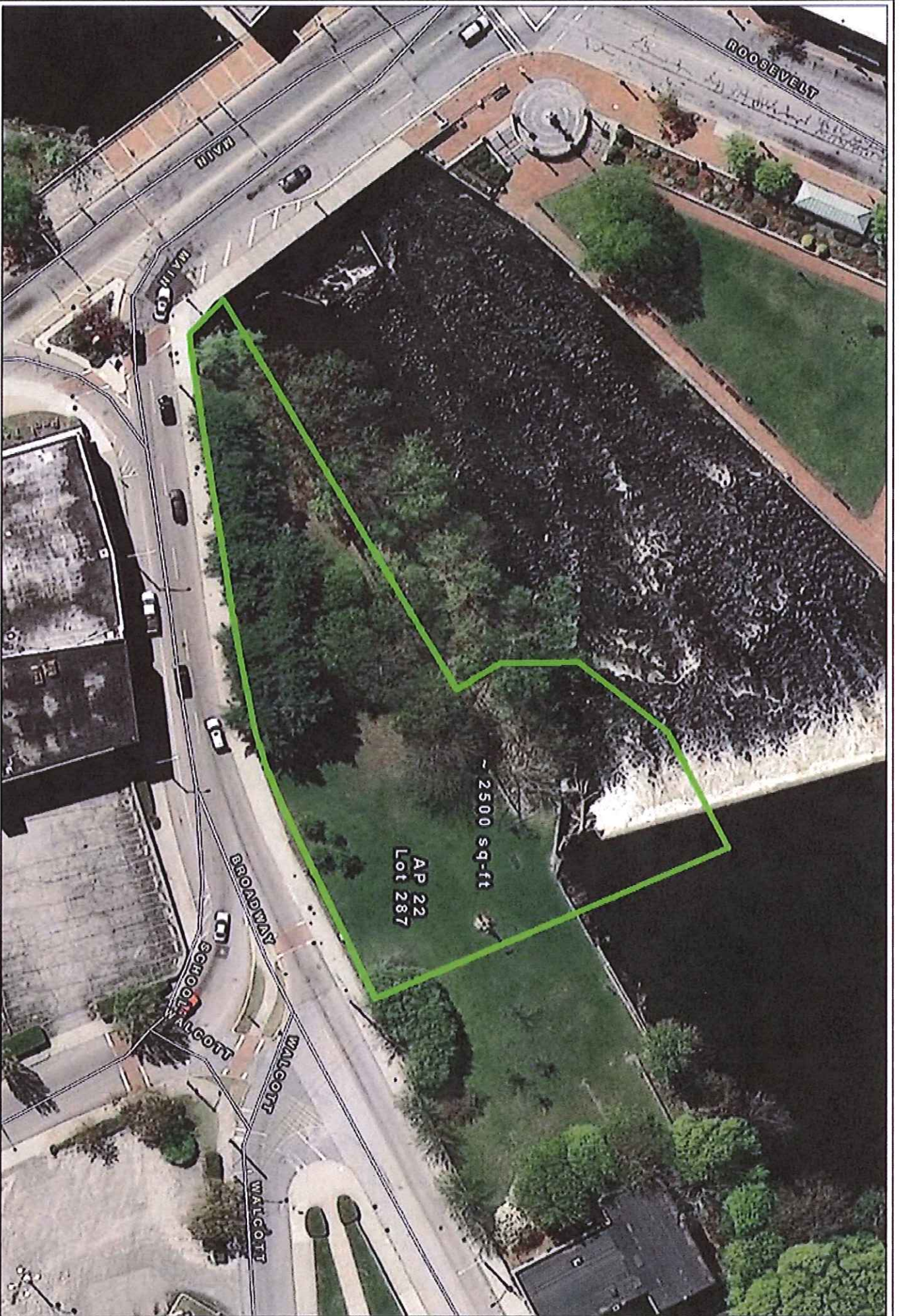

Designee of the Director, Department of
Administration, ~~Robert K. Griffith~~
JOHN P. RYAN

APPROVED:


Public Member, Lawrence S. Eichler

APPROVED:


Public Member



Title	
Scale	1:720
Date	3/14/2012
Drawn by:	paj



Exhibit "A" - Temporary Easement Area

 Temporary Easement Area

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This map was created by RIGOLD for information planning and guidance use only. It is a general reference and a legally authoritative source for the location of features or boundaries. Proper interpretation of this map may require the assistance of a registered professional surveyor. The cartographic representations depicted here are not warranted by a (R) Registered Professional Land Surveyor and are not intended to be used in place of a survey. RIGOLD makes no warranty, express or implied, related to the accuracy, reliability, completeness, or currency of this map.

Attachment 14b

Pawtucket Hydropower Temporary Access Agreement

K

TEMPORARY SITE ACCESS AGREEMENT

This TEMPORARY SITE ACCESS AGREEMENT (the "Agreement") is made and entered into as of the 21 day of March, 2012, by and between PAWTUCKET HYDROPOWER, LLC, a Connecticut limited liability company registered to do business within the State of Rhode Island, with a mailing address of 87 Senexet Road, Woodstock, CT 06281, hereinafter referred to as the "GRANTOR", and the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, with an address of 235 Promenade Street, Providence, RI 02908, hereinafter referred to as the "STATE".

WHEREAS, GRANTOR is the owner of real property, the so-called Main Street Dam (also referred to as the Pawtucket Lower Dam, State Dam ID # 066, and Federal Dam ID # 04271) in the City of Pawtucket, County of Providence, State of Rhode Island, a portion thereof which is hereinafter referred to as the "Premises", which real property is bounded and described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the STATE desires to access the Premises for the purpose of constructing a fish ladder on the Dam on the Premises to provide for migrating river fish passage.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR grants to the STATE, its successors and assigns, on the terms and conditions contained herein:

A. The temporary site access and right of way to construct a fish ladder on the Blackstone River over the Main Street Dam to provide passage for migrating river fish, all within the area described on Exhibit "A" attached hereto. The temporary construction allowed by this

site access agreement shall commence upon notification to GRANTOR of the commencement of construction and shall terminate no later than two (2) years after commencement of construction unless mutually agreed to by STATE and GRANTOR.

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

1. The exercise of the rights under this Agreement shall be at the sole cost and expense of the STATE.
2. The STATE shall be entitled to enter upon the Premises with such servants, agents, employees, machinery and equipment as may be required to construct the fish ladder associated with the Dam to provide access for migrating river fish as may be required to insure the safe and adequate functioning of the fishway.
3. In connection with all construction to be performed by or on behalf of the STATE from time to time, the STATE agrees that such work shall be performed in a prompt, efficient, workmanlike and continuous manner.
4. The STATE shall be solely and completely obligated to repair any damage to the Premises caused by such construction.
5. The STATE may cut and remove selected vegetation and debris on the Premises that may injure, endanger or interfere with the use of or fittings and appliances appurtenant to said fish ladder. The STATE subject to the limitations contained within the Rhode Island Tort Claims Act under R.I. Gen. Laws § 9-31-1, et seq., hereby agrees and covenants to defend, indemnify and hold forever harmless the Grantor from and against all claims, 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 State's activities and operations within the property subject to this Agreement and/or the State's failure to perform any or all of the required of State to be performed hereunder and/or the State's failure to comply with all Federal, State and municipal laws and regulations with respect to State's obligations with this property, except when caused by the negligence or willful misconduct of the Grantor or its employees or agents, and the State's indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. The State 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 State's activities and operations within the property that is the subject of this Agreement;
6. The STATE shall ensure that there are no mechanics liens placed on the Grantor's property that is covered by this Agreement;

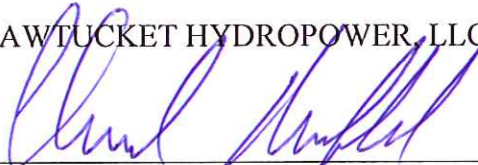
7. This Agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns. This Agreement is intended to be governed 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 the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS



PAWTUCKET HYDROPOWER, LLC



By: Charles Rosenfield

Its: Secretary-Treasurer

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

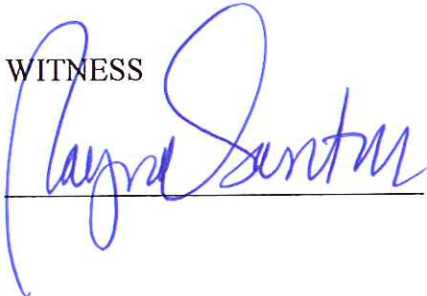
In Providence, in said County and State, on the 2 day of March, 2012, before me personally appeared Charles Rosenfield, the Secretary-Treasurer of the PAWTUCKET HYDROPOWER, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the PAWTUCKET HYDROPOWER, LLC and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the PAWTUCKET HYDROPOWER, LLC.



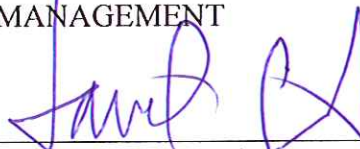
Notary Public

My Commission Expires: 6/28/13

WITNESS



STATE OF RHODE ISLAND,
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT



By: Janet L. Coit

Its: Director

K

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Providence, in said County and State, on the 19 day of March, 2012, before me personally appeared Janet L. Coit, Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

[Signature]
Notary Public
My Commission Expires: 3/20/15

STATE PROPERTIES COMMITTEE

APPROVED this 27th day of March, 2012, by the State Properties Committee.

APPROVED AS TO
TERMS AND CONDITIONS:

[Signature]
Chairman, State Properties Committee
RONALD N. RENAUD

APPROVED AS
TO FORM:

for [Signature]
Attorney General, RICHARD WOOLLEY

APPROVED AS TO
SUBSTANCE:

for [Signature]
Director of Administration, JOHN P. RYAN

APPROVED:

[Signature]
Public Member, State Properties Committee
LAWRENCE S. EICHLER

APPROVED:

[Signature]
Public Member, State Properties Committee

Exhibit A

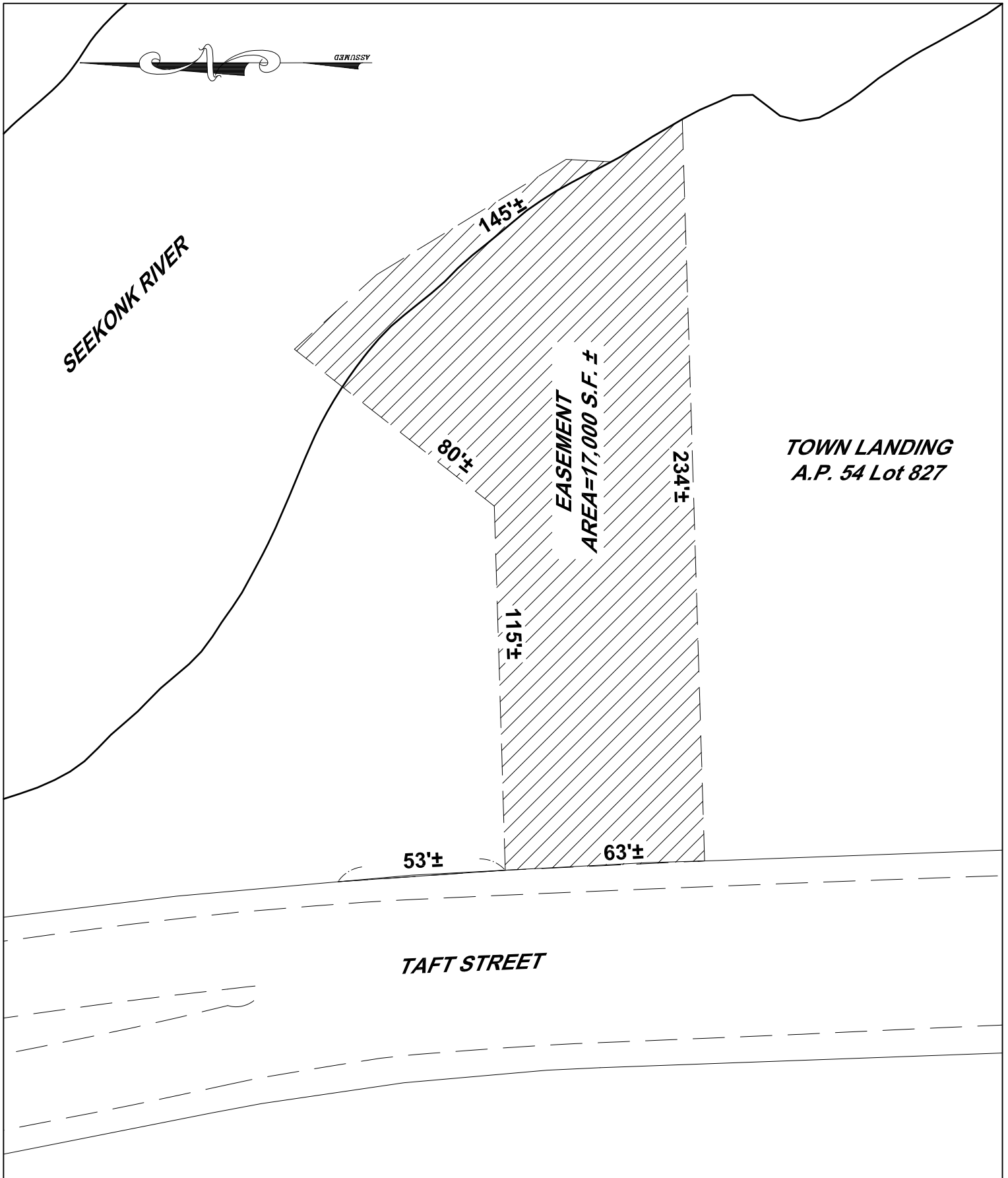
Legal Description of the Main Street Dam
Pawtucket, R.I.

That certain property at the "lower dam," so-called, located on Main Street, in the City of Pawtucket, Rhode Island, said dam being the "fourth parcel" described in a certain conveyance from Goff Mills, Inc., to R.Z. L. Realty Corporation (predecessor in title to Main Realty Corporation, a Rhode Island corporation, to all the properties referred to herein) dated July 25, 1925 and recorded in the records of land evidence of said City of Pawtucket in Book 257, Page 221.

589000.2

Attachment 14c

RIDEM Easement Town Landing



PLAN OF EASEMENT AT TOWN LANDING
 CITY OF PAWTUCKET TO RHODE ISLAND
 DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
 FOR THE FISH LADDER PROJECT

SCALE: 1"=40'
 JANUARY 19, 2012

Attachment 14d

Temporary Site Access Agreement Main Street Dam

TEMPORARY SITE ACCESS AGREEMENT
MAIN STREET DAM (PAWTUCKET, RI)

This TEMPORARY SITE ACCESS AGREEMENT (the "Agreement") is made and entered into as of the 27th day of ~~February~~ ^{March} 2012, by and between THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island Corporation, d/b/a National Grid, having an address at 280 Melrose Street, Providence, RI 02907, hereinafter referred to as the "GRANTOR", and the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, with an address of 235 Promenade Street, Providence, RI 02908, hereinafter referred to as the "STATE".

WHEREAS, GRANTOR is the owner of real property located at 34 Roosevelt Avenue, Pawtucket, Rhode Island (identified as Plat 53, Lot 583 by the Assessor of the City of Pawtucket) (the "Property"), adjacent to the so-called Main Street Dam (also referred to as the Pawtucket Lower Dam, State Dam ID # 066, and Federal Dam ID # 04271) (the "Dam") in the City of Pawtucket, County of Providence, State of Rhode Island, which real property is bounded and described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the STATE desires temporary access to a portion of the Property for the purpose of constructing a fish ladder on the Dam and a downstream bypass through the Property to provide for fish passage, which is shown as Easement Area on Exhibit "A" and referred to herein as the "Premises."

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR grants to the STATE on the terms and conditions contained herein:

A. The temporary access and right of way to the Premises to construct a downstream bypass on the Blackstone River, around the Dam, through the Property, to provide passage for fish. The temporary construction access allowed by this Agreement shall commence upon notification to GRANTOR of the commencement of construction and shall terminate upon the earlier of: (i) no later than two (2) years after commencement of construction unless an extension is mutually agreed upon in writing by STATE and GRANTOR (which in no event shall such rights extend past December 31, 2015); or (ii) December 31, 2015.

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

1. The exercise of the rights under this Agreement and all work performed hereunder shall be at the sole cost and expense of the STATE. Notwithstanding anything to the contrary in this Agreement, the STATE shall be solely responsible, at its sole cost and expense, for constructing, maintaining, monitoring, operating, altering, repairing and replacing the fish ladder on the Dam.
2. The STATE shall be entitled to enter upon the Premises, subject to the "Consent and Disclaimer" by and between GRANTOR and Pawtucket Hydropower LLC dated February 29, 2012, with such servants, agents, employees, machinery and equipment as may be required to construct the fish ladder and downstream bypass associated with the Dam to provide access for migrating river fish as may be required to insure the safe and adequate functioning of the fishway. Such fish ladder and downstream bypass shall be constructed in accordance with that certain set of plans titled "Blackstone River Fish Passage Restoration Project Main Street Fishway, Pawtucket, Rhode Island, prepared for U.S. Department of Agriculture, Natural Resources Conservation Service," dated December, 2011.
3. In connection with all construction to be performed by or on behalf of the STATE from time to time, the STATE agrees that such work shall be performed in a prompt, efficient, workmanlike and continuous manner. In addition, all work performed in accordance with this Agreement shall comply with all applicable Federal, State, and municipal laws and regulations.
4. The STATE shall be solely and completely obligated, at its sole cost and expense, to repair any damage to the Premises caused by such construction. Such repair shall be performed expeditiously and return the Premises to substantially the same condition as existed prior to such work.
5. This Agreement and the rights granted herein shall be subject to any existing

natural watercourse, physical conditions, occupancies and encroachments, if any, that an accurate survey or personal inspection of the Premises may disclose, to the rights of any parties in possession, and to any other easements, covenants, restrictions and encumbrances of record. It is understood and agreed by the parties hereto that GRANTOR makes no representations or warranties regarding the ownership of the Premises, which may be subject to the rights of other fee simple owners of said real estate other than GRANTOR, if such be the case, and subject to any prior easements affecting said real estate and any other rights of any other parties therein. In addition, said rights shall be subject to and in accordance with that certain agreement by and between GRANTOR and Pawtucket Hydropower LLC titled "Consent and Disclaimer" and dated February 29,2012.

6. The STATE may cut and remove selected vegetation and debris on the Premises that may injure, endanger or interfere with the use of or fittings and appliances appurtenant to said fish ladder.
7. The STATE subject to the limitations contained within the Rhode Island Tort Claims Act under R.I. Gen. Laws § 9-31-1, et seq., hereby agrees and covenants to defend, indemnify and hold forever harmless the GRANTOR and such GRANTOR'S officers, directors, managers, members, partners, shareholders, employees, agents, tenants, successors and assigns from and against all claims, 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 STATE'S activities and operations within the property subject to this Agreement and/or the STATE'S failure to perform any or all requirements of the STATE to be performed hereunder and/or the STATE'S failure to comply with all Federal, State and municipal laws and regulations with respect to STATE'S obligations with this property, except when caused by the negligence or willful misconduct of the GRANTOR or its employees or agents, and the STATE'S indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. The STATE 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 STATE'S activities and operations within the property that is the subject of this Agreement. Notwithstanding anything to the contrary in this Agreement, the STATE hereby agrees to defend, indemnify and hold forever harmless the GRANTOR and GRANTOR'S officers, directors, managers, members, partners, shareholders, employees, agents, successors and assigns from and against all claims, causes of actions, suits, losses, damages, liability and expenses arising under R.I. Gen. Laws § 46-18-2 that are found to be causally related to activities undertaken by the STATE in accordance with the rights granted within this Easement.
8. The STATE shall ensure that there are no mechanic's liens placed on the Property in relation to any work conducted thereon by the STATE or its agents.

9. 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. 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 the parties hereto. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid

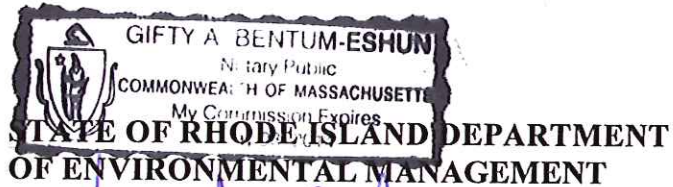
Joce Walsh

Shannon Larson
By: Shannon Larson
Its: Authorized Representative

STATE OF Massachusetts
COUNTY OF Middlesex

On the 29th day of February 2012, before me personally appeared Shannon Larson, the Authorized Representative of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid to me known and known by me to be the party executing the foregoing instrument for and on behalf of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid.

Gifty A. Bentum-Eshun
Notary Public
My Commission Expires: May 23, 2014



WITNESS:

Rayna Santoro

Janet L. Coit
By: Janet L. Coit
Its: Director

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Providence, in said County and State, on the 19 day of March, 2012, before me personally appeared Janet L. Coit, Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF

ENVIRONMENTAL MANAGEMENT.


Notary Public
My Commission Expires: 3/20/15

STATE PROPERTIES COMMITTEE

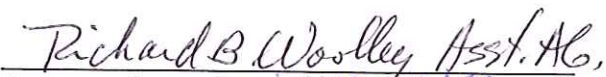
APPROVED this 27th day of March, 2012, by the State Properties Committee.

APPROVED AS TO
TERMS AND CONDITIONS:




Chairman, State Properties Committee
RONALD N. RENAUD

APPROVED AS
TO FORM:




FOR Attorney General, RICHARD WOOLLEY

APPROVED AS TO
SUBSTANCE:



FOR Director of Administration, ROBERT K. GRIFFITH

APPROVED:

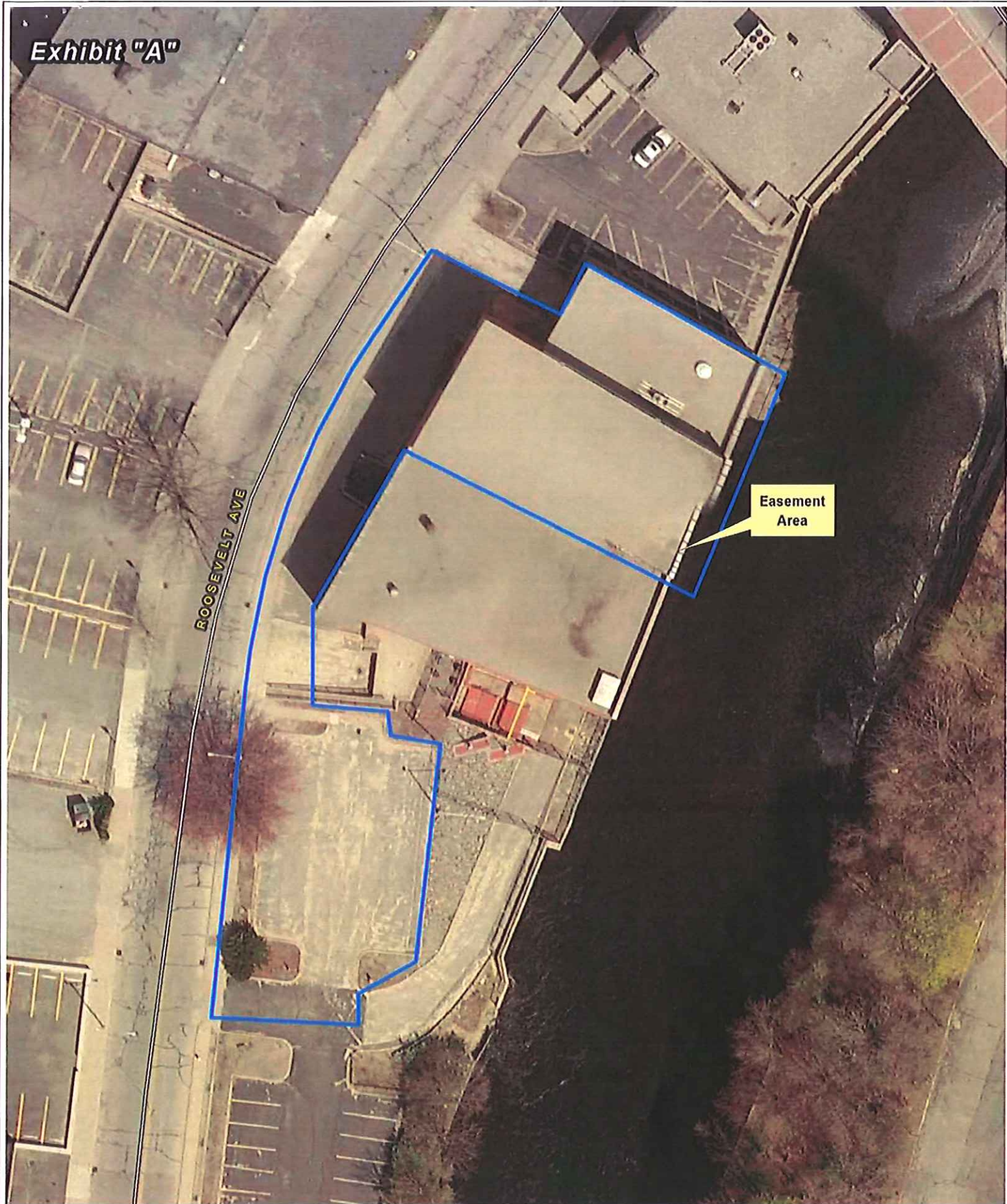


Public Member, State Properties Committee
LAWRENCE S. EICHLER

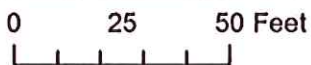
APPROVED:

Public Member, State Properties Committee

Exhibit "A"



Title:	
Scale:	
Date:	12/27/2011
Drawn by:	paj



This map was created for informational, planning and guidance use only. It is a general reference, not a legally authoritative source for the location of natural or manmade features. Proper interpretation of this map may require the assistance of appropriate professional services. The cartographic representations depicted have not been verified by a RI Registered Professional Land Surveyor and are not intended to be used in place of a survey. The producer makes no warranty, express or implied, related to the accuracy, reliability, completeness, or currentness of this



Attachment 14e

Temporary Site Access Agreement Slater Mill Dam

TEMPORARY SITE ACCESS AGREEMENT
SLATER MILL DAM (PAWTUCKET, RI)

This TEMPORARY SITE ACCESS AGREEMENT (the "Agreement") is made and entered into as of the 27th day of ~~February~~ ^{March} 2012, by and between THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island Corporation, a successor by merger to Blackstone Valley Gas & Electric Company, d/b/a National Grid, with a mailing address of 280 Melrose Street, Providence, RI 02907, hereinafter referred to as the "GRANTOR", and the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, with an address of 235 Promenade Street, Providence, RI 02908, hereinafter referred to as the "STATE".

WHEREAS, GRANTOR has property rights in portions of the so-called Slater Mill Dam ("Dam") located in the Blackstone River, namely in the City of Pawtucket, County of Providence, State of Rhode Island, which is shown in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, the STATE desires temporary access to a portion of the Property for the purpose of constructing a fish ladder and downstream bypass on the Dam to provide access for fish, which is shown as Easement Area on Exhibit "A" and hereinafter referred to as the "Premises."

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR grants to the STATE on the terms and conditions contained herein:

- A. The temporary access and right of way to the Premises to construct a fish ladder

and downstream bypass on the Blackstone River over the Dam to provide passage for migrating river fish. The temporary construction access allowed by this Agreement shall commence upon notification to GRANTOR of the commencement of construction and shall terminate upon the earlier of: (i) no later than two (2) years after commencement of construction unless an extension is mutually agreed upon in writing by STATE and GRANTOR (which in no event shall such rights extend past December 31, 2015); or (ii) December 31, 2015.

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

1. The exercise of the rights under this Agreement and all work performed hereunder shall be at the sole cost and expense of the STATE. Notwithstanding anything to the contrary in this Agreement, the STATE shall be solely responsible, at its sole cost and expense, for constructing, maintaining, monitoring, operating, altering, repairing and replacing the fish ladder and downstream bypass on the Dam.
2. The STATE shall be entitled to enter upon the Premises with such servants, agents, employees, machinery and equipment as may be required to construct the fish ladder and downstream bypass associated with the Dam to provide access for migrating river fish as may be required to insure the safe and adequate functioning of the fishway. Such fish ladder and downstream bypass shall be constructed in accordance with that certain set of plans titled "Blackstone River Fish Passage Restoration Project Slater Mill Fishway, Pawtucket, Rhode Island, prepared for U.S. Department of Agriculture Natural Resources Conservation Service," dated April, 2011.
3. In connection with all construction to be performed by or on behalf of the STATE from time to time, the STATE agrees that such work shall be performed in a prompt, efficient, workmanlike and continuous manner. In addition, all work performed in accordance with this Agreement shall comply with all applicable Federal, State, and municipal laws and regulations.

4. The STATE shall be solely and completely obligated, at its sole cost and expense, to repair any damage to the Premises caused by such construction. Such repair shall be performed expeditiously and return the Premises to substantially the same condition as existed prior to such work.
5. This Agreement and the rights granted herein shall be subject to any existing natural watercourse, physical conditions, occupancies and encroachments, if any, that an accurate survey or personal inspection of the Premises may disclose, to the rights of any parties in possession, and to any other easements, covenants, restrictions and encumbrances of record. It is understood and agreed by the parties hereto that GRANTOR makes no representations or warranties regarding the ownership of the Premises, which may be subject to the rights of other fee simple owners of said real estate other than GRANTOR, if such be the case, and subject to any prior easements affecting said real estate and any other rights of any other parties therein.
6. The STATE may cut and remove selected vegetation and debris on the Premises that may injure, endanger or interfere with the use of or fittings and appliances appurtenant to said fish ladder.
7. The STATE subject to the limitations contained within the Rhode Island Tort Claims Act under R.I. Gen. Laws § 9-31-1, et seq., hereby agrees and covenants to defend, indemnify and hold forever harmless the GRANTOR and such GRANTOR'S officers, directors, managers, members, partners, shareholders, employees, agents, successors and assigns from and against all claims, 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 STATE'S activities and operations within the property subject to this Agreement and/or the STATE'S failure to perform any or all of the requirements of the STATE to be performed hereunder and/or the STATE'S failure to comply with all Federal, State and municipal laws and regulations with respect to STATE'S obligations with this property, except when caused by the negligence or willful misconduct of the GRANTOR or its employees or agents, and the STATE'S indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. The STATE 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 STATE'S activities and operations within the property that is the subject of this Agreement. Notwithstanding anything to the contrary in this Agreement, the STATE hereby agrees to defend, indemnify and hold forever harmless the GRANTOR and GRANTOR'S officers, directors, managers, members, partners, shareholders, employees, agents, successors and assigns from and against all claims, causes of actions, suits, losses, damages, liability and expenses arising under R.I. Gen. Laws § 46-18-2 that are found to be causally related to activities undertaken by the STATE in accordance with the rights granted within this Easement.

8. The STATE shall ensure that there are no mechanic's liens placed on the Property rights in relation to any work conducted thereon by the STATE or its agents.
9. 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. 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 the parties hereto. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid

Grace Walsh

Shannon Larson

By: Shannon Larson
Its: Authorized Representative

STATE OF Massachusetts
COUNTY OF Middlesex

On the 29th day of February 2012, before me personally appeared Shannon Larson, the Authorized Representative of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid to me known and known by me to be the party executing the foregoing instrument for and on behalf of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of THE NARRAGANSETT ELECTRIC COMPANY, d/b/a National Grid.

Giftly A. Bentum-Eshun
Notary Public
My Commission Expires: May 23, 2014

**STATE OF RHODE ISLAND,
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

WITNESS:

Rayna Santoro

Janet L. Coit

By: Janet L. Coit
Its: Director

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**


In Providence, in said County and State, on the 19 day of March, 2012, before me personally appeared Janet L. Coit, Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Rayna Santoro
Notary Public
My Commission Expires: 3/20/15

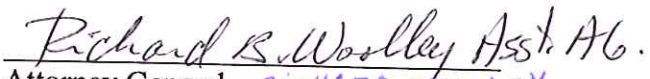
STATE PROPERTIES COMMITTEE

APPROVED this 9th day of March, 2012, by the State Properties Committee.


APPROVED AS TO
TERMS AND CONDITIONS:


Chairman, State Properties Committee
RONALD N. RENALD

APPROVED AS
TO FORM:


FOR Attorney General, RICHARD WOOLLEY

APPROVED AS TO
SUBSTANCE:

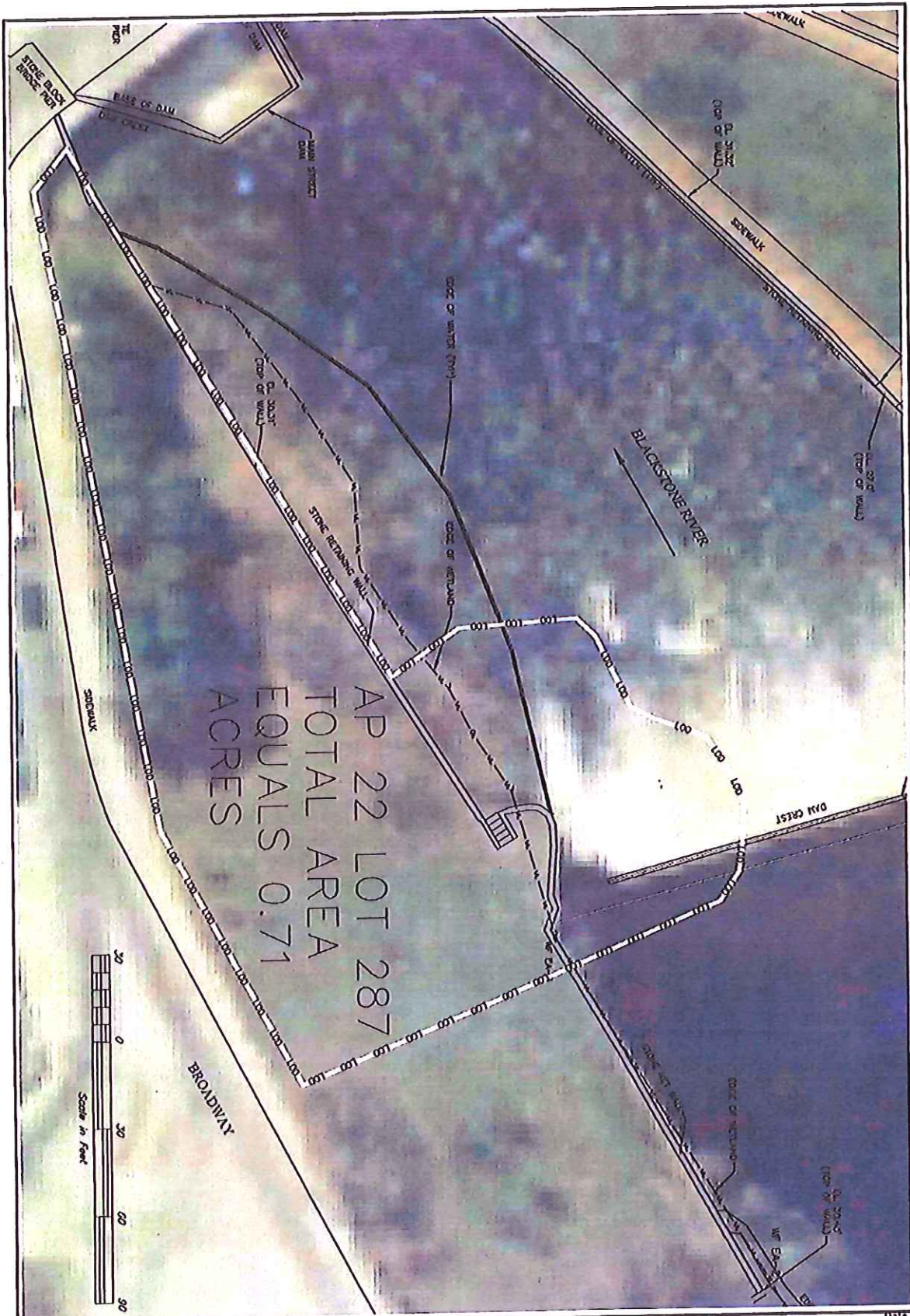

FOR Director of Administration, ROBERT K. GRIFFITH

APPROVED:

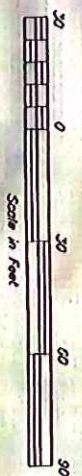

Public Member, State Properties Committee
LAWRENCE S. EICHLER

APPROVED:

Public Member, State Properties Committee



AP 22 LOT 287
 TOTAL AREA
 EQUALS 0.71
 ACRES



THE NRCS
 Drawing No. A-1
 3/1/11 3:50 AM
 Sheet 1 of 2



NATURAL RESOURCES CONSERVATION SERVICE
 BLACKSTONE RIVER FISH PASSAGE RESTORATION PROJECT
 SLATER MILL FISHWAY
 PAWTUCKET, RHODE ISLAND
 EXHIBIT A

Designed	D. GOLD	Date	8/11
Drawn	D. GOLD	Date	8/11
Checked			
Approved			