



Rhode Island
Airport Corporation

December 15, 2022

Offer of Just Compensation
Hand Delivered

City of Warwick
Attn: Mayor Picozzi
3275 Post Road
Warwick, RI 02886

Re: *Offer to Purchase Easements Parcel No. 341/0000/0000
Cedar Swamp Road, Warwick, RI 02889*

Dear Mayor Picozzi:

As part of the Rhode Island Airport Corporation's (RIAC) program to remove obstructions from the protected airspace, we are interested in purchasing an avigation easement over Parcel No. 341/0000/0000. The avigation easements will allow us to remove the obstructions and near obstructions (i.e., within 15-feet) that are located on City property.

In accordance with established procedures and consistent with legal requirements, RIAC has obtained an appraiser to analyze the effects of the avigation easement and it has been determined the amount of just compensation for the avigation easements are as follows:

Parcel ID	Offer of Just Compensation
341/0000/0000	\$4,500.00
Total	\$4,500.00

RIAC is hereby offering to purchase the permanent avigation easements for the amount noted above. A firm offer to you for this amount is hereby made. A sample of the easement agreements and associated maps of the areas are attached for reference.

This offer is made on the premise that any lien holders with interest in your property will agree to subordinate the easement agreements. We will assist you with this process. Please be aware that any fees associated with the filing of the easements or the subordination agreements will be paid for by RIAC on your behalf.

The amounts offered as just compensation are fair and full compensation for the proposed easements, and we sincerely wish to reach an agreement with the City. A representative from RIAC will explain the offer and proposed acquisition to you, and is available to answer any questions and concerns you may have now or throughout the easement acquisition process.

Offer to Purchase Easements Parcel No. 341/0000/0000
Cedar Swamp Road, Warwick, RI 02889
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We appreciate your consideration of the offer. If it meets the City's approval, we will prepare the necessary documents and assist in any way to finalize the transaction. Please contact Jessica Damicis, Assistant Vice President of Engineering, at (401) 691-2486 when you have made a decision or if you have any questions.

Sincerely,



Iftikhar Ahmad
President and CEO
Rhode Island Airport Corporation

Approved as to form and substance:



Brittany Morgan Esq.
Vice President, HR & Internal Legal Affairs
Rhode Island Airport Corporation

Receipt of this offer is hereby acknowledged.

Received By: _____

Date: _____

SAMPLE AVIGATION EASEMENT AGREEMENT

THIS AVIGATION EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____ 20 ____, by and between the Rhode Island Airport Corporation, its successors and assigns (the "Grantee") and City of Warwick, a Rhode Island municipal corporation, its successors and assigns (the "Grantor").

WITNESSETH:

WHEREAS, the Grantee, through its Articles of Incorporation and/or the Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, is charged with the operation, administration, improvement, regulation and protection of state-owned airports;

WHEREAS, Rhode Island T.F. Green International Airport is a state-owned airport located in the City of Warwick, Rhode Island (the "Airport");

WHEREAS, the Grantor is the owner of that certain parcel of land located in the vicinity of the Airport known as Cedar Swamp Road (#341/000/000) (the "Property") and being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof; and

WHEREAS, the Grantee requests an easement that, among other rights, grants to the Grantee the right to cut and remove trees and remove any building, structure, tree or other object that extends into the Navigable Air Space (as hereinafter defined) above the Property, and otherwise create and maintain a so-called "Avigation Easement" upon and over a portion of the Property.

NOW, THEREFORE, for consideration in the amount of _____ Dollars (\$), receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1) The Grantor hereby grants and conveys to the Grantee, pursuant and subject to the terms and conditions set forth herein, for the use and benefit of the Grantee and the public, a perpetual easement on, over, across, above, and upon the Property (the "Easement").
- 2) The Easement herein granted on, over, across, above, and upon the Property encompasses the Navigable Air Space above the surface of the Property upwards to the limits of the atmosphere of the Earth being more particularly described on **Exhibit "B"** attached hereto and made a part hereof.
- 3) The Easement shall be perpetual and shall inure to the benefit of the Grantee and its successors and assigns.
- 4) The Easement shall run with the land of the Airport and be appurtenant to, and for the benefit of, all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by the Grantee or its successors and assigns as constituting a part of the Airport, and the Easement shall be in gross for the benefit of the Grantee and all other persons and entities who directly or indirectly use the Easement as a result of any type of use of the property and facilities constituting the Airport, including aviation ground and flight operations.
- 5) The Easement grants the privilege of passage of all lawful flight operations within the air space above the Property, which result directly or indirectly from the operations of the Airport, now or in the future.
- 6) The Easement shall secure the right of flight, including the unobstructed use and passage of all types of aircraft, whether now in existence or hereafter manufactured and developed, in

and through the airspace at any legal height or altitude above the surface of the Property (as permitted herein) with inherent noise, dust, vibrations, fumes, deposits of dust or other particulate matter, fuel particles incidental to the normal operation of aircraft fear, interference with sleep or communication, and any other impacts associated with the operation of aircraft over or in the vicinity of the Grantor's Property.

7) The Grantor shall not erect, permit the erection or growth of, or permit or suffer to remain upon the Property any building, fence, crop, terrain, structure, growth, tree, including equipment or materials used therein, and apparatus of a permanent or temporary character, or other object extending into the Navigable Air Space above the Property, specifically designated on **Exhibit "B"**.

8) The Grantor shall not use or permit or suffer the use on the Property in such a manner as to create electrical interference with radio communication between any installation on the Airport and aircraft, or as to make it difficult for aircraft to distinguish between Airport lights or other lights, or as to impair visibility in the vicinity of the Airport, or as to otherwise endanger the landing, taking off or maneuvering of aircraft

9) Upon at least forty-eight (48) hours prior written notice by the Grantee to the Grantor, the Grantee shall have a continuing right, at the Grantee's option and sole expense, to remove any use not compatible with Navigable Air Space and to remove to ground level any or all natural growths which extend on the above Property into the Navigable Air Space above the heights described and depicted on the attached **Exhibit "C"**.

10) The Grantee may, upon at least forty-eight (48) hours prior written notice to the Grantor, enter upon the Property, to do such acts, at the sole expense of the Grantee, as are necessary, in the sole discretion of the Grantee, to enforce Grantee's rights under Paragraph 9 hereof, including but not limited to the removal, marking or lighting of obstructions now within, or that in the future may be within, the Navigable Air Space. Without limiting the generality of the foregoing and Paragraph 9, above, Grantee may remove any obstructions within fifteen (15) feet of the Restricted Air Space. In the event that the Grantee enters upon the Property pursuant to this Agreement:

(a) Grantee shall have the right to remove any trees or other landscaping upon five (5) days prior written notice to the Grantor.

(b) All tree stumps shall be removed and any holes created thereby shall be repaired by filling with clean fill which will be compacted and the area shall be seeded.

11) The Grantee shall have the right of ingress and egress by foot and vehicle, and passage over the Property for the purpose of removing obstructions after providing at least forty-eight (48) hours prior written notice of its use of this right to the Grantor except in cases of imminent danger to health, safety or welfare to aircraft operations.

12) All use of this Easement by Grantee pursuant to this Agreement shall be without any liability of Grantee or of any other person or entity entitled to the benefits of this Easement for emotional injury to persons, animals or any other living things on the Property, the diminution in value of any personal or real property, and discomfort or interference with the audio portion of television and/or radio by, from, or arising from noise generated from the normal operation of aircraft. This Agreement does not preclude subsequent claims by the Grantor for physical or personal injury caused by air traffic utilizing this Easement which does actual physical damage to

13) the Property or persons or property located thereon by coming into direct physical contact with the Property or persons located thereon.

14) The Granter, its heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible fee estate in the Property; and they have the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee, forever, the quiet and peaceable use and enjoyment of the Easement.

15) If the Grantee and its successors and assigns permanently cease the operation of an airport at the Airport, upon request of the Granter, this Agreement shall be terminated.

16) All notices required or permitted under this Agreement must be in writing. All notices shall be sent by certified mail or by personal delivery and will be effective upon receipt. Notices to Grantee and Granter shall be addressed as follows:

If to Grantee: President & CEO
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886
Facsimile: (401) 691-2575

With a copy to: Legal Department, Rhode Island Airport Corporation

If to Granter: City of Warwick
3275 Post Road
Warwick, RI 02886
Attention: _____

With a copy to: Michael A. Ursillo, Esq.
City Solicitor
Ursillo, Teitz & Ritch, Ltd.
2 Williams Street
Providence, Rhode Island 02903

17) This Agreement shall be recorded in the Land Evidence Records of the City of Warwick, Rhode Island.

18) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Rhode Island and the laws and regulations of the United States of America.

19) This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(Signature Page Follows)

The Rhode Island Airport Corporation

Approved as to form and substance:

By: Iftikhar Ahmad
Title: President and CEO

By: Brittany Morgan Esq.
Title: VP, HR & Internal Legal Affairs

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have caused this instrument to be executed by their duly authorized representative(s) or officer(s) as of this ____ day of _____ 2022.

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick, Rhode Island on the _____ day of _____, 2022, before me personally appeared _____ to me known and known by me to be the party executing the foregoing instrument and they acknowledged said instrument, by them executed, to be their free act and deed.

Notary Public
Printed Name: _____

My commission expires: _____

By:
For the City of Warwick

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick, Rhode Island on the _____ day of _____, 2022, before me personally appeared _____ to me known and known by me to be the party executing the foregoing instrument and they acknowledged said instrument, by them executed, to be their free act and deed.

Notary Public
Printed Name: _____

My commission expires: _____

Exhibit A
Legal Description of a Portion of Cedar Swamp Road

That certain easement or parcel of land across the westerly portion of Cedar Swamp Road, situated westerly of Marigold Drive, in the City of Warwick, Kent County, State of Rhode Island, delineated as "Proposed Easement" on that plan entitled "Limited Content Boundary Survey Plan, Portion of Cedar Swamp Road, Cedar Swamp Road, Warwick, Rhode Island, ORC Real Estate Solutions for Infrastructure, 12 Thistle Circle, Yarmouth Port, MA 02675, Project No. 22-036, Scale 1"=40', Date: 09/16/2022 by Waterman Engineering Company, Bradford J. Travers, P.L.S. No. 2521", more particularly bounded and described as follows;

Beginning at a granite bound in the northerly street line of Cedar Swamp Road, said bound marking the southeasterly corner of land now or formerly of Lewis B. Pickering, Jr. & Lisa A. Deignan and the southwesterly corner of land now or formerly of Robert W. & Sandra H. Angilly;

thence proceeding S 54°59'11" E, by and with the northerly street line of Cedar Swamp Road, a distance of ninety five and 62/100 (95.62') feet to the northeasterly corner of the easement herein-described;

thence proceeding S 25°39'24" W, crossing Cedar Swamp Road, a distance of sixty six and 89/100 (66.89') feet to the southerly street line of Cedar Swamp Road and the southeasterly corner of the easement herein-described;

thence proceeding N 54°59'11" W, by and with the southerly street line of said Cedar Swamp Road, a distance of nine hundred forty five and 48/100 (945.48') feet to an angle point;

thence proceeding N 57°38'56" W, by and with the southerly street line of said Cedar Swamp Road, a distance of one hundred eighty eight and 91/100 (188.91') feet to the westerly terminus of Cedar Swamp Road and the southwesterly corner of the easement herein-described;

thence proceeding N 51°30'24" E, by and with the westerly terminus of Cedar Swamp Road, a distance of sixty nine and 87/100 (69.87') feet to the northerly street line of Cedar Swamp Road and the northwesterly corner of the easement herein-described;

thence proceeding S 57°38'56" E, by and with the northerly street line of said Cedar Swamp Road, a distance of thirty three and 23/100 (33.23') feet to a granite bound;

thence continuing S 57°38'56" E, by and with the northerly street line of said Cedar Swamp Road, a distance of one hundred thirty four and 29/100 (134.29') feet to a corner;

thence proceeding N 35°00'49" E, by and with the northerly street line of said Cedar Swamp Road, a distance of three and 00/100 (3.00') feet to a corner;

thence proceeding S 59°17'41" E, by and with the northerly street line of said Cedar Swamp Road, a distance of one hundred thirty and 95/100 (130.95') feet to an angle point;

thence proceeding S 57°04'11" E, by and with the northerly street line of said Cedar Swamp Road, a distance of eighty six and 17/100 (86.17') feet to a corner;

thence proceeding S 15°00'49" W, by and with the northerly street line of said Cedar Swamp Road, a distance of seventeen and 00/100 (17.00') feet to a corner;

thence proceeding S 54°59'11" E, by and with the northerly street line of said Cedar Swamp Road, a distance of six hundred eighteen and 01/100 (618.01') feet to the point and place of beginning.

The above-described easement contains 76,177 +/- square feet (1.75 +/- acres) of land, more or less.

Exhibit B
Description of Taking over the 50' x 900' portion of Cedar Swamp Road

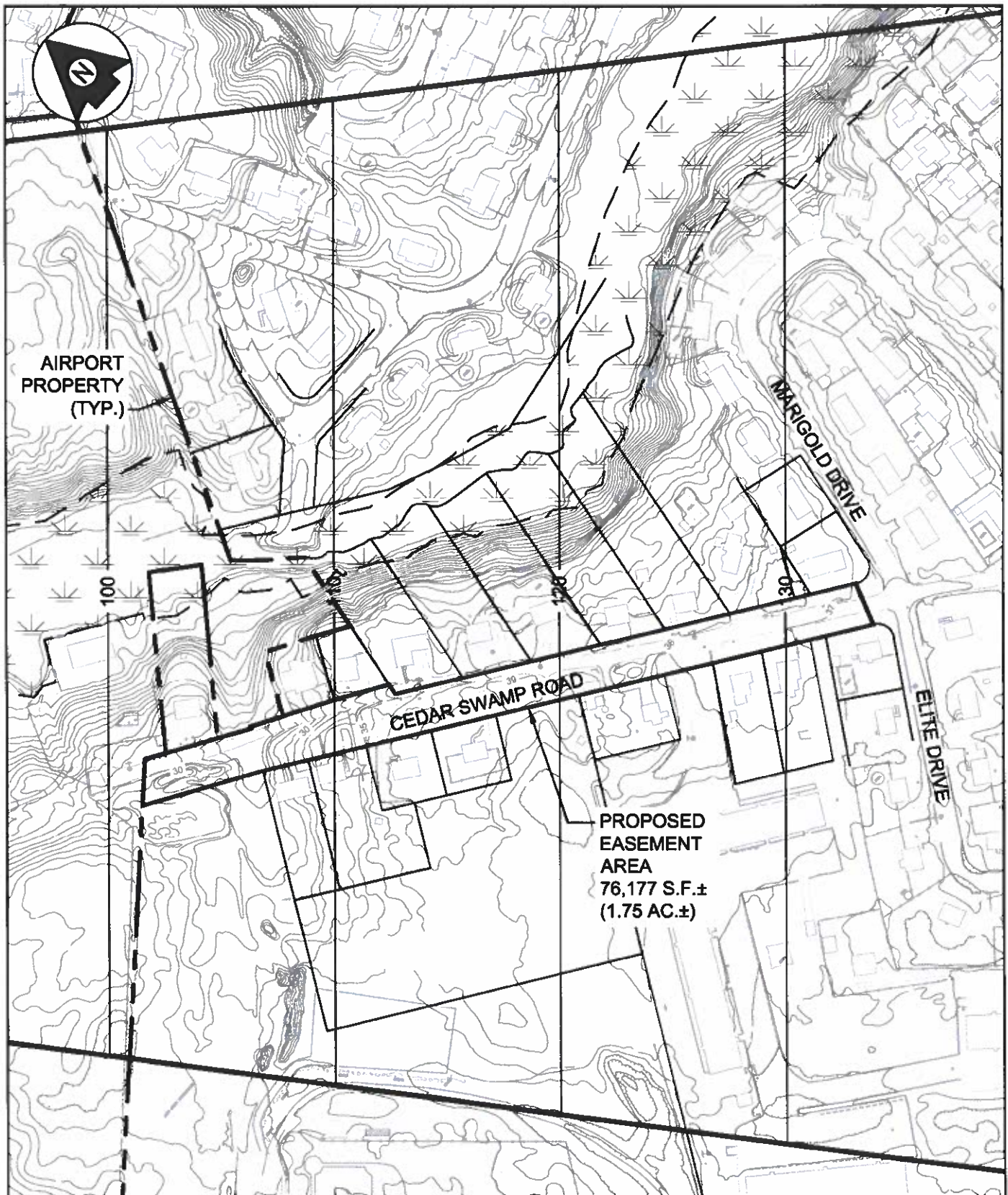
**Rhode Island T.F. Green International Airport
Cedar Swamp Road**

The easement and right of way shall be defined to include the following:

The airspace above the Grantor's property to an infinite height above the threshold siting surface of said Grantor's property as fully described by the denoted elevations in Exhibits I and II.

The threshold siting surface begins 200 feet from the threshold at the established runway end elevation and extends a distance of approximately 10,000 feet. The threshold siting surface for Runway 34 has an inner width of 400 feet and an outer width of 3,400 feet. The elevation of the threshold siting surface begins at the established runway end elevation and extends upward and outward at a slope of one foot vertically for every 34 feet horizontally.

The portion of the Grantor's property to be conveyed to the Grantee is considered to be wholly encompassed within the boundaries of the threshold siting surface. Height restrictions range from 70-95 feet in the threshold siting surface.



Stantec Consulting Services Inc.
 2211 Congress Street Suite 380
 Portland, ME 04102
 Tel: (207) 883-3355
 www.stantec.com

Client/Project
T.F. GREEN AIRPORT

EASEMENT ACQUISITION

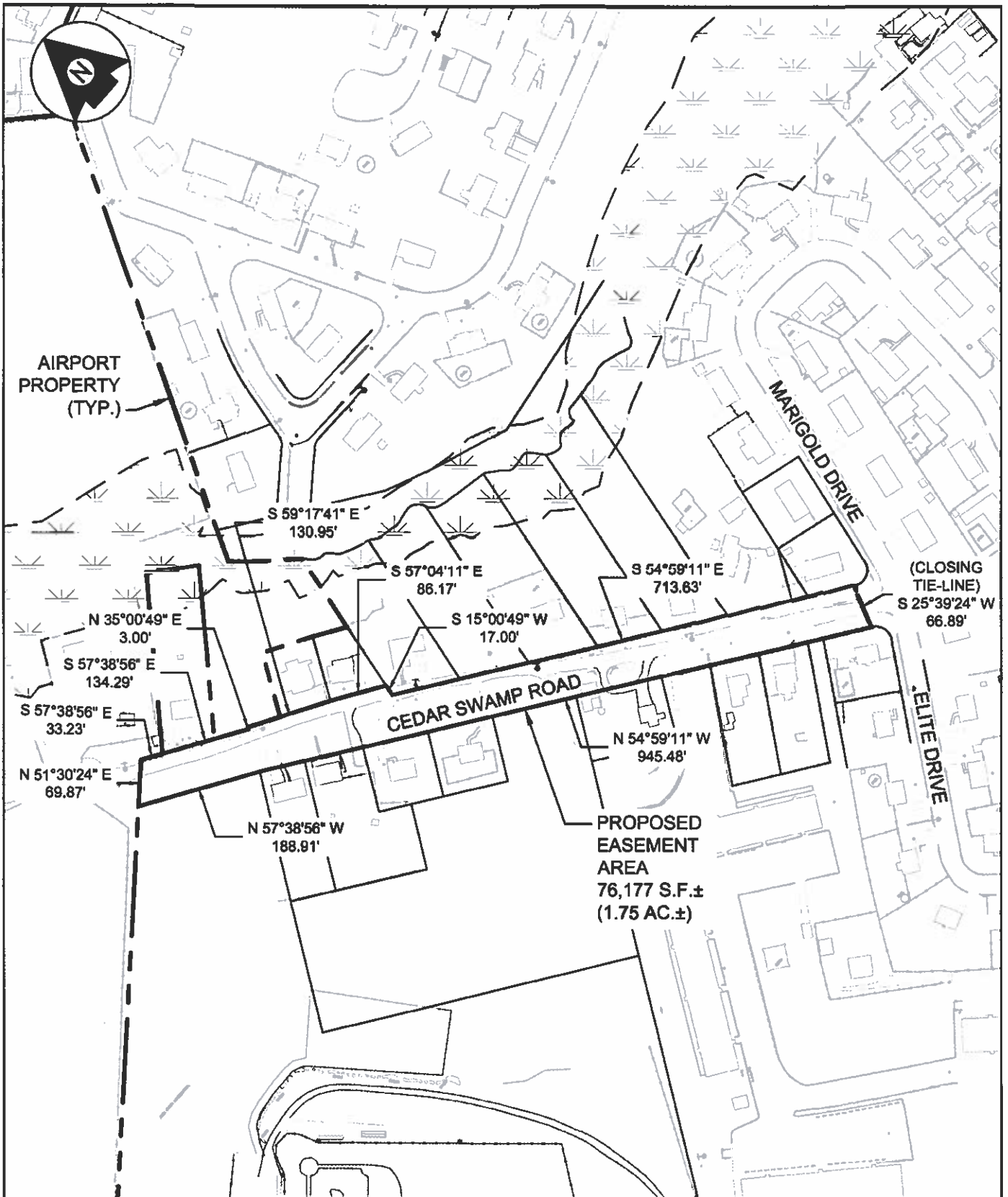
Project No.
179450310

Title
WARWICK, RHODE ISLAND
CEDAR SWAMP ROAD
MAP ID 341/000/000

RW 34 OCS NO. 5

Date
2022.11.01

EXHIBIT C



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Portland, ME 04102
Tel: (207) 883-3355
www.stantec.com

Client/Project
T.F. GREEN AIRPORT

EASEMENT ACQUISITION

Project No.
179450310

Title
WARWICK, RHODE ISLAND
CEDAR SWAMP ROAD
MAP ID 341/000/000

RW 34 OCS NO. 5

Date
2022.11.01

EXHIBIT C

