



Rhode Island Airport Corporation

April 6, 2022

Offer of Just Compensation
Delivered via Email and Certified Mail

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

Re: Offer to Purchase Easements Parcel Nos. 341/0001/0000 and 341/0149/0000
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 Nos. 341/0001/0000 and 341/0149/0000. 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
341/0001/0000	\$52,500.00
341/0149/0000	\$16,300.00
Total	\$68,800.00

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.

City of Warwick
Cedar Swamp Road (341/0001/0000 and 341/0149/0000)
April 6, 2022
Page 2

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 Brittany Morgan Esq. at (401) 691-2288 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.
Assistant Vice President, HR & Internal Legal Affairs
Rhode Island Airport Corporation

Parcel ID	Before Value	After Value	Offer of Just Compensation
341/0001/0000	\$525,000.00	\$472,500.00	\$52,500.00
341/0149/0000	\$163,000.00	\$146,700.00	\$16,300.00
Total	\$688,000.00	\$619,200.00	\$68,800.00

Exhibit A

Owner	City of Warwick					
Property Address	Cedar Swamp Rd.					
City	Warwick	County	Kent	State	RI	Zip Code 02886
Lender/Client	Rhode Island Airport Corporation					

City of Warwick – Cedar Swamp Road AP 341 Lot 0001

Exhibit "A"

That certain tract or parcel of land, with any buildings or improvements thereon, situated on the southwesterly side of Cedar Swamp Road, in the City of Warwick and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly side of said Road, said point being the southeasterly corner of the within described tract and the northerly corner of land now or formerly of Owen McGuy and wife; thence northwesterly bounding northeasterly on said Cedar Swamp Road one hundred twenty-nine and 47/100 (129.47) feet to land now or formerly of Elsie Thornton; thence turning and running southwesterly one hundred (100) feet to a point; thence turning and running northwesterly one hundred fifty (150) feet to a point; thence turning and running northeasterly one hundred (100) feet to Cedar Swamp Road, said last three courses bounding northwesterly, north-easterly and southeasterly, respectively, on said Thornton land; thence northwesterly two hundred ten and 31/100 (210.31) feet to a point; thence turning an interior angle of 177° 20' 15" and running northwesterly seven hundred fifty-five and 56/100 (755.56) feet to a stone bound; thence continuing the same straight line one hundred ninety-six and 83/100 (196.83) feet to a point, said last three courses bounding northeasterly on said Cedar Swamp Road; thence turning an interior angle of 202° and running northerly four hundred twenty-five and 73/100 (425.73) feet to a point; thence turning an exterior angle of 165° 54' 34" and running northerly one hundred thirty-six (136) feet, more or less, to a point in the southeasterly line of land now or formerly of Edward J. W. Babcock, said last two courses bounding easterly on said Cedar Swamp Road; thence turning and running southwesterly bounding northwesterly on said Babcock land thirty-four (34) feet, more or less, to a stone bound; thence turning an interior angle of 179° 52' and running southwesterly two hundred sixty-five and 99/100 (265.99) feet to a stone bound; thence turning an interior angle of 179° 43' and running southwesterly three hundred twenty-nine and 45/100 (329.45) feet to a stone bound at the northeasterly corner of other land of this grantee; thence turning and running southeasterly bounding southwesterly on the grantee's other land eighteen hundred twenty-one and 66/100 (1821.66) feet to land now or formerly of William F. Lannon and wife; thence turning and running northeasterly bounding southeasterly in part on said Lannon land and in part on said McGuy land, eight hundred eighty-nine and 59/100 (889.59) feet to said Cedar Swamp Road, at the point of beginning.

Excepting herefrom the portion of the above described premises conveyed by deed of the City of Warwick dated May 22, 1940 and recorded in Book 162 at page 107 and further excepting any portion of the above described premises conveyed to or taken by the State of Rhode Island.

Exhibit B

Owner	City of Warwick					
Property Address	Cedar Swamp Rd.					
City	Warwick	County	Kent	State	RI	Zip Code 02886
Lender/Client	Rhode Island Airport Corporation					

City of Warwick – Cedar Swamp Road – AP 341 Lot 0001

Exhibit "B"

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

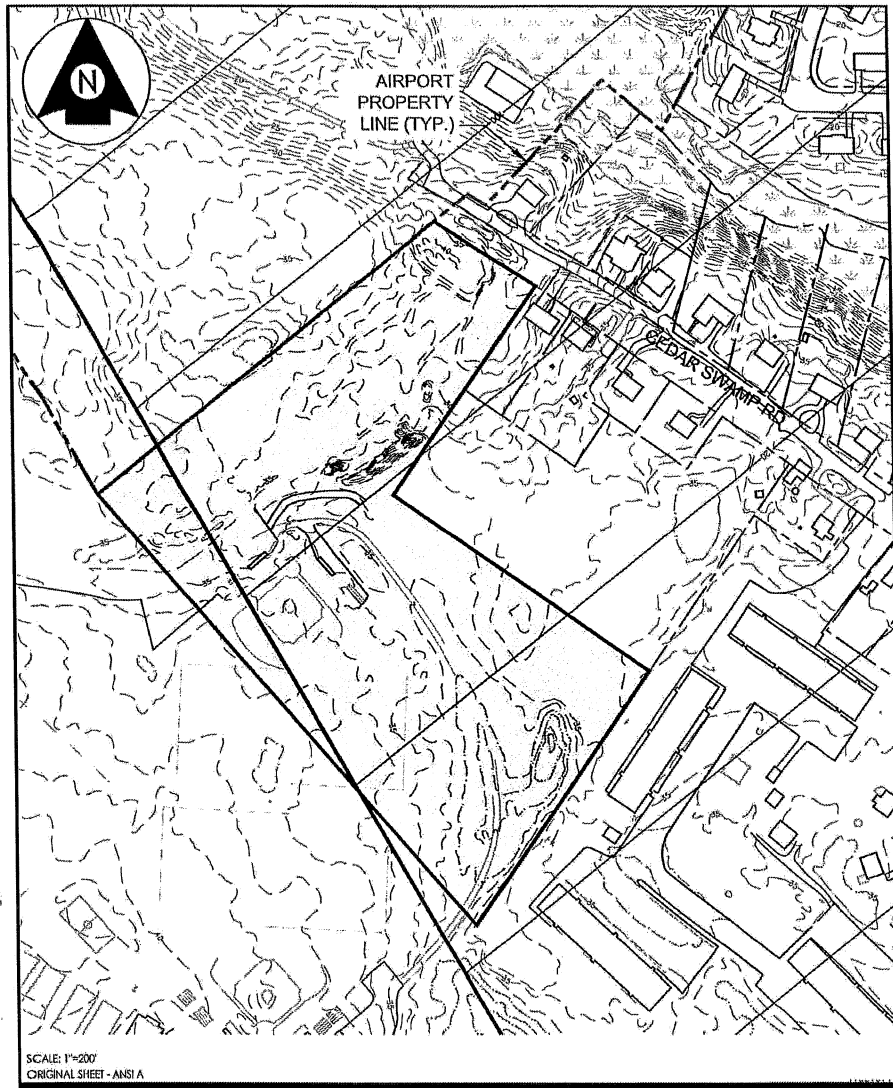
The airspace above the Grantor's property to an infinite height above the threshold siting surface of said Grantor's property as fully described by the denoted elevations in Exhibits I and II.

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 800 feet and an outer width of 3,800 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 60-100 feet in the threshold siting surface.

Map Exhibit

Owner	City of Warwick					
Property Address	Cedar Swamp Rd.					
City	Warwick	County	Kent	State	RI	Zip Code 02886
Lender/Client	Rhode Island Airport Corporation					



Stantec Consulting Services Inc.
482 Payne Road
Scarborough ME 04074 U.S.A.
Tel. 207.883.3355
Fax. 207.883.3376
www.stantec.com

Client/Project
T.F. GREEN AIRPORT
WARWICK, RHODE ISLAND

Figure No.
EXHIBIT I

Title
CITY OF WARWICK
CEDAR SWAMP ROAD
MAP 341, LOT 1

AVIGATION EASEMENT AGREEMENT

THIS AVIGATION EASEMENT AGREEMENT (the "AGREEMENT") is made this _____ day of _____, 2022, by and between the Rhode Island Airport Corporation ("Grantee"). Its successors and assigns ("Grantee") and City of Warwick, its successors and assigns ("Grantor").

WITNESSETH:

WHEREAS, Grantee 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, Grantor is the owner of that certain parcel of land located in the vicinity of Rhode Island T.F. Green International Airport known as Cedar Swamp Road (#341/0001/0000), (the Property") being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof;

WHEREAS, RIAC requests an easement that, among other rights, grants to RIAC the right to cut and remove trees and remove any building, structure, tree or other object that extends into the navigable air space above the Property as herein defined, and otherwise creates and maintains a so-called avigation easement upon and over a portion of the Property (the "Avigation Easement").

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Grantor hereby grants and conveys to Grantee, for the use and benefit of the Grantee and the public, a perpetual easement on, over, across, and upon the Property (the "Easement"), such Easement being more particularly described below.
- 2) This Easement herein granted on, over, across, above, and upon the Property encompasses the navigable air space above the surface of the Property, as defined in the attached legal description, upwards to the limits of the atmosphere of the earth, **Exhibit "B"**
- 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 Grantee or its successors and assigns as constituting a part of the Airport, and the Easement shall be in gross for the benefit of 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 land with inherent noise, dust,

AVIGATION EASEMENT AGREEMENT

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 Grantor's Property.

- 7) 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" attached hereto and made a part hereof collectively referred to as the "Restricted Air Space."
- 8) 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) Grantor shall not permit any use of the land that is not compatible with airspace as determined by the Federal Aviation Administration (FAA) regulations and advisories.
- 10) Upon reasonable notice Grantee shall have a continuing right, at the Grantee's option, to remove any use not compatible with restricted airspace and to remove to ground level any or all natural growths which extend on the above Property into the Restricted Air Space above the heights described and depicted on the attached **Exhibit "C"**.
- 11) Grantee may, upon reasonable prior notice to Grantor, enter upon the Property, to do such acts, at the expense of Grantee, as are necessary, in the sole discretion of Grantee, to enforce Grantee's rights under Paragraph 10, hereof, including but not limited to the removal, marking or lighting of obstructions now within, or that in the future may be within, the Restricted Air Space. Without limiting the generality of the foregoing and paragraph 10, 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.
- 12) Grantee shall have the right of ingress and egress, and passage over the Grantor's land described above for the purpose of removing obstructions. Advance written notice of its use of this right shall be provided to Grantor except in cases of imminent danger to health, safety or welfare.
- 13) 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 Agreement for damage to property or physical or emotional injury to persons, animals or any other living things, 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 the operation of aircraft. The execution of this Agreement does not preclude subsequent claims by the Grantor for physical or personal injury caused

AVIGATION EASEMENT AGREEMENT

by air traffic utilizing the Easement which does actual physical damage to the Property or persons or property located thereon by coming into direct physical contact with the Property or persons located thereon.

14) The Grantor does hereby covenant that it is 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 Grantee and its successors and assigns permanently cease the operation of an airport at the Airport, upon request of Grantor, this Agreement shall be terminated.

16) The Grantors, their heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible estate in the Property; and they have the right to grant and convey the Easement; and that Grantors will warrant and defend unto the Grantee and its assigns, forever, the quiet and peaceable use and enjoyment of the Easement.

17) 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 Grantor 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

to Grantor: 3275 Post Road, Warwick, RI 02886

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

19) 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.

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AVIGATION EASEMENT AGREEMENT

20) 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.

The Rhode Island Airport Corporation

Approved as to form and substance:

By: Iftikhar Ahmad
Title: President and CEO

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

IN WITNESS WHEREOF, the Grantors have set their hands and seals this _____ day of _____, 2022.

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: _____

City of Warwick – Cedar Swamp Road AP 341 Lot 0001

Exhibit "A"

That certain tract or parcel of land, with any buildings or improvements thereon, situated on the southwesterly side of Cedar Swamp Road, in the City of Warwick and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly side of said Road, said point being the southeasterly corner of the within described tract and the northerly corner of land now or formerly of Owen McGuy and wife; thence northwesterly bounding northeasterly on said Cedar Swamp Road one hundred twenty-nine and 47/100 (129.47) feet to land now or formerly of Elsie Thornton; thence turning and running southwesterly one hundred (100) feet to a point; thence turning and running northwesterly one hundred fifty (150) feet to a point; thence turning and running northeasterly one hundred (100) feet to Cedar Swamp Road, said last three courses bounding northwesterly, northeasterly and southeasterly, respectively, on said Thornton land; thence northwesterly two hundred ten and 31/100 (210.31) feet to a point; thence turning an interior angle of $177^{\circ} 20' 15''$ and running northwesterly seven hundred fifty-five and 56/100 (755.56) feet to a stone bound; thence continuing the same straight line one hundred ninety-six and 83/100 (196.83) feet to a point, said last three courses bounding northeasterly on said Cedar Swamp Road; thence turning an interior angle of 202° and running northerly four hundred twenty-five and 73/100 (425.73) feet to a point; thence turning an exterior angle of $165^{\circ} 54' 34''$ and running northerly one hundred thirty-six (136) feet, more or less, to a point in the southeasterly line of land now or formerly of Edward J. W. Babcock, said last two courses bounding easterly on said Cedar Swamp Road; thence turning and running southwesterly bounding northwesterly on said Babcock land thirty-four (34) feet, more or less, to a stone bound; thence turning an interior angle of $179^{\circ} 52'$ and running southwesterly two hundred sixty-five and 99/100 (265.99) feet to a stone bound; thence turning an interior angle of $179^{\circ} 43'$ and running southwesterly three hundred twenty-nine and 45/100 (329.45) feet to a stone bound at the northeasterly corner of other land of this grantee; thence turning and running southeasterly bounding southwesterly on the grantee's other land eighteen hundred twenty-one and 66/100 (1821.66) feet to land now or formerly of William F. Lannon and wife; thence turning and running northeasterly bounding southeasterly in part on said Lannon land and in part on said McGuy land, eight hundred eighty-nine and 59/100 (889.59) feet to said Cedar Swamp Road, at the point of beginning.

Excepting herefrom the portion of the above described premises conveyed by deed of the City of Warwick dated May 22, 1940 and recorded in Book 162 at page 107 and further excepting any portion of the above described premises conveyed to or taken by the State of Rhode Island.

City of Warwick – Cedar Swamp Road – AP 341 Lot 0001

Exhibit "B"

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 800 feet and an outer width of 3,800 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 60-100 feet in the threshold siting surface.

Exhibit A

Borrower	City of Warwick						
Property Address	Cedar Swamp Rd.						
City	Warwick	County	Kent	State	RI	Zip Code	02864
Lender/Client	Rhode Island Airport Corporation						

City of Warwick – Cedar Swamp Road AP 341 Lot 0149

Exhibit "A"

That certain tract or parcel of land, with any buildings or improvements thereon, situated on the southwesterly side of Cedar Swamp Road, in the City of Warwick and State of Rhode Island, bounded and described as follows:-

Beginning at a point on the southwesterly side of said Road, said point being the southeasterly corner of the within described tract and the northerly corner of land now or formerly of Owen McGuy and wife; thence northwesterly bounding northeasterly on said Cedar Swamp Road one hundred twenty-nine and 47/100 (129.47) feet to land now or formerly of Elsie Thornton; thence turning and running southwesterly one hundred (100) feet to a point; thence turning and running northwesterly one hundred fifty (150) feet to a point; thence turning and running northeasterly one hundred (100) feet to Cedar Swamp Road, said last three courses bounding northwesterly, north-easterly and southeasterly, respectively, on said Thornton land; thence northwesterly two hundred ten and 31/100 (210.31) feet to a point; thence turning an interior angle of 177° 20' 15" and running northwesterly seven hundred fifty-five and 56/100 (755.56) feet to a stone bound; thence continuing the same straight line one hundred ninety-six and 83/100 (196.83) feet to a point, said last three courses bounding northeasterly on said Cedar Swamp Road; thence turning an interior angle of 202° and running northerly four hundred twenty-five and 73/100 (425.73) feet to a point; thence turning an exterior angle of 165° 54' 34" and running northerly one hundred thirty-six (136) feet, more or less, to a point in the southeasterly line of land now or formerly of Edward J. W. Babcock, said last two courses bounding easterly on said Cedar Swamp Road; thence turning and running southwesterly bounding northwesterly on said Babcock land thirty-four (34) feet, more or less, to a stone bound; thence turning an interior angle of 179° 52' and running southwesterly two hundred sixty-five and 99/100 (265.99) feet to a stone bound; thence turning an interior angle of 179° 43' and running southwesterly three hundred twenty-nine and 45/100 (329.45) feet to a stone bound at the northeasterly corner of other land of this grantee; thence turning and running southeasterly bounding southwesterly on the grantee's other land eighteen hundred twenty-one and 66/100 (1821.66) feet to land now or formerly of William F. Lannon and wife; thence turning and running northeasterly bounding southeasterly in part on said Lannon land and in part on said McGuy land, eight hundred eighty-nine and 59/100 (889.59) feet to said Cedar Swamp Road, at the point of beginning.

Excepting herefrom the portion of the above described premises conveyed by deed of the City of Warwick dated May 22, 1940 and recorded in Book 162 at page 107 and further excepting any portion of the above described premises conveyed to or taken by the State of Rhode Island.

Cedar Swamp Road, Warwick, RI 02889- AP 341 AL 1 and 149

Exhibit B

Borrower	City of Warwick					
Property Address	Cedar Swamp Rd.					
City	Warwick	County	Kent	State	RI	Zip Code 02864
Lender/Client	Rhode Island Airport Corporation					

City of Warwick – Cedar Swamp Road – AP 341 Lot 0149

Exhibit "B"

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

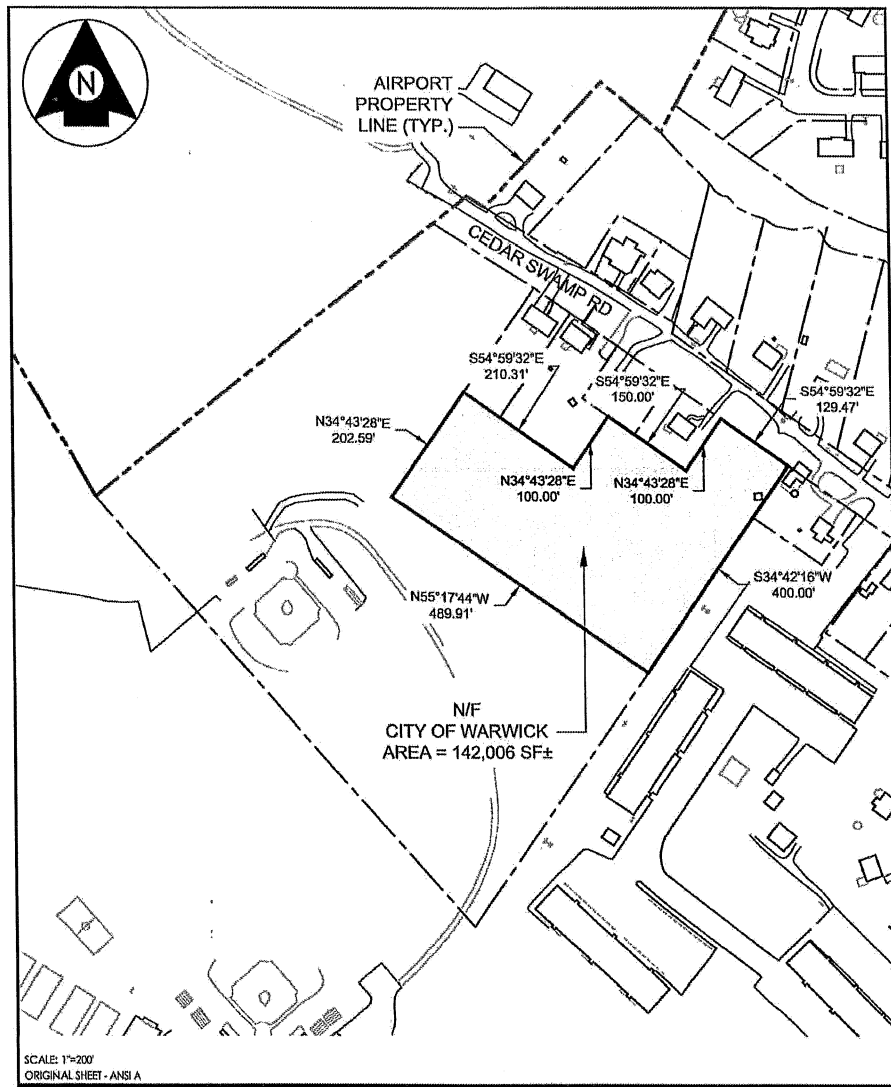
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The portion of the Grantor's property to be conveyed to the Grantee is considered to be wholly encompassed within the boundaries of the threshold siting surface. Height restrictions range from 75-90 feet in the threshold siting surface.

Map Addendum

Borrower	City of Warwick					
Property Address	Cedar Swamp Rd.					
City	Warwick	County	Kent	State	RI	Zip Code 02864
Lender/Client	Rhode Island Airport Corporation					



SCALE: 1"=200'
ORIGINAL SHEET - ANSI A



Stantec Consulting Services Inc.
482 Payne Road
Scarborough ME 04074 U.S.A.
Tel. 207.893.3355
Fax. 207.893.3376
www.stantec.com

Client/Project
T.F. GREEN AIRPORT
WARWICK, RHODE ISLAND

Figure No.

EXHIBIT C

Title

CITY OF WARWICK
CEDAR SWAMP ROAD
MAP 341, LOT 149

AVIGATION EASEMENT AGREEMENT

THIS AVIGATION EASEMENT AGREEMENT (the "AGREEMENT") is made this ____ day of _____, 2022, by and between the Rhode Island Airport Corporation ("Grantee"). Its successors and assigns ("Grantee") and City of Warwick, its successors and assigns ("Grantor").

WITNESSETH:

WHEREAS, Grantee 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, Grantor is the owner of that certain parcel of land located in the vicinity of Rhode Island T.F. Green International Airport known as Cedar Swamp Road (#341/0149/0000), (the Property") being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof;

WHEREAS, RIAC requests an easement that, among other rights, grants to RIAC the right to cut and remove trees and remove any building, structure, tree or other object that extends into the navigable air space above the Property as herein defined, and otherwise creates and maintains a so-called avigation easement upon and over a portion of the Property (the "Avigation Easement").

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Grantor hereby grants and conveys to Grantee, for the use and benefit of the Grantee and the public, a perpetual easement on, over, across, and upon the Property (the "Easement"), such Easement being more particularly described below.
- 2) This Easement herein granted on, over, across, above, and upon the Property encompasses the navigable air space above the surface of the Property, as defined in the attached legal description, upwards to the limits of the atmosphere of the earth, **Exhibit "B"**
- 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 Grantee or its successors and assigns as constituting a part of the Airport, and the Easement shall be in gross for the benefit of 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 land with inherent noise, dust,

AVIGATION EASEMENT AGREEMENT

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 Grantor's Property.

- 7) 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" attached hereto and made a part hereof collectively referred to as the "Restricted Air Space."
- 8) 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) Grantor shall not permit any use of the land that is not compatible with airspace as determined by the Federal Aviation Administration (FAA) regulations and advisories.
- 10) Upon reasonable notice Grantee shall have a continuing right, at the Grantee's option, to remove any use not compatible with restricted airspace and to remove to ground level any or all natural growths which extend on the above Property into the Restricted Air Space above the heights described and depicted on the attached **Exhibit "C"**.
- 11) Grantee may, upon reasonable prior notice to Grantor, enter upon the Property, to do such acts, at the expense of Grantee, as are necessary, in the sole discretion of Grantee, to enforce Grantee's rights under Paragraph 10, hereof, including but not limited to the removal, marking or lighting of obstructions now within, or that in the future may be within, the Restricted Air Space. Without limiting the generality of the foregoing and paragraph 10, 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.
- 12) Grantee shall have the right of ingress and egress, and passage over the Grantor's land described above for the purpose of removing obstructions. Advance written notice of its use of this right shall be provided to Grantor except in cases of imminent danger to health, safety or welfare.
- 13) 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 Agreement for damage to property or physical or emotional injury to persons, animals or any other living things, 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 the operation of aircraft. The execution of this Agreement does not preclude subsequent claims by the Grantor for physical or personal injury caused

AVIGATION EASEMENT AGREEMENT

by air traffic utilizing the Easement which does actual physical damage to the Property or persons or property located thereon by coming into direct physical contact with the Property or persons located thereon.

14) The Grantor does hereby covenant that it is 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 Grantee and its successors and assigns permanently cease the operation of an airport at the Airport, upon request of Grantor, this Agreement shall be terminated.

16) The Grantors, their heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible estate in the Property; and they have the right to grant and convey the Easement; and that Grantors will warrant and defend unto the Grantee and its assigns, forever, the quiet and peaceable use and enjoyment of the Easement.

17) 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 Grantor 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 Grantor: 3275 Post Road, Warwick, RI 02886

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

19) 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.

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AVIGATION EASEMENT AGREEMENT

20) 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.

The Rhode Island Airport Corporation

Approved as to form and substance:

By: Iftikhar Ahmad
Title: President and CEO

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

IN WITNESS WHEREOF, the Grantors have set their hands and seals this _____ day of _____, 2022.

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: _____

City of Warwick – Cedar Swamp Road AP 341 Lot 0149

Exhibit "A"

That certain tract or parcel of land, with any buildings or improvements thereon, situated on the southwesterly side of Cedar Swamp Road, in the City of Warwick and State of Rhode Island, bounded and described as follows:-

Beginning at a point on the southwesterly side of said Road, said point being the southeasterly corner of the within described tract and the northerly corner of land now or formerly of Owen McGuy and wife; thence northwesterly bounding northeasterly on said Cedar Swamp Road one hundred twenty-nine and 47/100 (129.47) feet to land now or formerly of Elsie Thornton; thence turning and running southwesterly one hundred (100) feet to a point; thence turning and running northwesterly one hundred fifty (150) feet to a point; thence turning and running northeasterly one hundred (100) feet to Cedar Swamp Road, said last three courses bounding northwesterly, north-easterly and southeasterly, respectively, on said Thornton land; thence northwesterly two hundred ten and 31/100 (210.31) feet to a point; thence turning an interior angle of $177^{\circ} 20' 15''$ and running northwesterly seven hundred fifty-five and 56/100 (755.56) feet to a stone bound; thence continuing the same straight line one hundred ninety-six and 83/100 (196.83) feet to a point, said last three courses bounding northeasterly on said Cedar Swamp Road; thence turning an interior angle of 202° and running northerly four hundred twenty-five and 73/100 (425.73) feet to a point; thence turning an exterior angle of $165^{\circ} 54' 34''$ and running northerly one hundred thirty-six (136) feet, more or less, to a point in the southeasterly line of land now or formerly of Edward J. W. Babcock, said last two courses bounding easterly on said Cedar Swamp Road; thence turning and running southwesterly bounding northwesterly on said Babcock land thirty-four (34) feet, more or less, to a stone bound; thence turning an interior angle of $179^{\circ} 52'$ and running southwesterly two hundred sixty-five and 99/100 (265.99) feet to a stone bound; thence turning an interior angle of $179^{\circ} 43'$ and running southwesterly three hundred twenty-nine and 45/100 (329.45) feet to a stone bound at the northeasterly corner of other land of this grantee; thence turning and running southeasterly bounding southwesterly on the grantee's other land eighteen hundred twenty-one and 66/100 (1821.66) feet to land now or formerly of William F. Lannon and wife; thence turning and running northeasterly bounding southeasterly in part on said Lannon land and in part on said McGuy land, eight hundred eighty-nine and 59/100 (889.59) feet to said Cedar Swamp Road, at the point of beginning.

Excepting herefrom the portion of the above described premises conveyed by deed of the City of Warwick dated May 22, 1940 and recorded in Book 162 at page 107 and further excepting any portion of the above described premises conveyed to or taken by the State of Rhode Island.

Cedar Swamp Road, Warwick, RI 02889- AP 341 AL 1 and 149

City of Warwick – Cedar Swamp Road – AP 341 Lot 0149

Exhibit "B"

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 800 feet and an outer width of 3,800 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 75-90 feet in the threshold siting surface.