

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 219

Approved March 9, 1979

BE IT RESOLVED, that

1. The Board of Contract and Supply is hereby authorized on behalf of the City of Providence to purchase from the Providence Redevelopment Agency for the sum of ONE DOLLAR (\$1.00) those parcels of land situated in the City of Providence and described in those Deeds which are attached hereto and marked "Exhibit A", (parcels 14, 22, 73 and 75, Mt. Hope Project R. I. R-18).

2. This Resolution shall take effect upon its passage.

IN CITY COUNCIL

MAR 1 1979

READ AND PASSED

Ralph Fagnano
CLERK
Rose M. Mendonca

APPROVED

MAYOR

Joanna A. Cianci, Jr.
MAR 9 1979

NOV 1 1978

IN CITY COUNCIL

DEC 7 1978
FIRST READING

REFERRED TO COMMITTEE ON CITY PROPERTY

Rose M. Mendonça CLERK

ABSORBED
THE COMMITTEE ON
CITY PROPERTY
Approves Pass
The Within Reso
Rose M. Mendonça
Clerk
Nov. 20, 1978

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

NOV 22 2 47 PM '78

FILED

Councilman Xavier (By Request)

D E E D

KNOW ALL MEN BY THESE PRESENTS, That this Deed made this day of _____, 1978, between the PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and the City of Providence, a municipal corporation organized and existing under the laws of the State of Rhode Island and located at City Hall, Providence, Rhode Island, (hereinafter referred to as the "Grantee") and for and in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its heirs and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this deed, grant, bargain, sell and convey unto the Grantee and its heirs and assigns, under and subject to the covenants and agreements herein contained, all of the rights, interests, and title of the Grantor in and to the real property described in Exhibit A (Parcels 14, 22, 73 and 75 in the Mt. hope Project R. I. R-18) (herein referred to as the "Property") situate in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and land use restrictions specified in the Redevelopment Plan dated March 13, 1968, and approved by Chapter 68-B of the Ordinances of the City of Providence, adopted March 13, 1968, and filed with the records of the City Clerk of the City of Providence, as amended to the date hereof; and

B. The applicable building and zoning laws and regulations; and
C. The provisions of the Agreement; and
D. Any lien for current taxes which, under the laws of the State of Rhode Island is a lien on the Property although such current taxes are not then due and payable; and

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions to the covenants and agreements herein contained forever.

AND, the Grantor hereby conveys the Property herein described and itself said Property is accepted by the Grantee, for(~~himself, herself, themselves~~) its and (~~his, her, their~~) heirs and assigns and every successor in interest to the Property or any part thereof, upon the following covenants and agreements each of which shall be binding upon and enforceable against the Grantee, and (~~his, herself, their~~) its heirs and assigns and every such aforesaid successor in interest, and each of them:

(1) The Grantee, for (~~himself, herself, themselves~~) itself and (~~his, herself, their~~) its heirs and assigns and every such aforesaid successor in interest, covenants and agrees to commence and to complete the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement within the respective periods of time as provided therefor pursuant to the Agreement;

(2) A. The Grantee agrees for (~~himself, herself, themselves~~) itself (~~his, herself, their~~) its and (~~his, herself, their~~) its heirs and assigns, and every successor in interest to the Property, or any part thereof, to:

(i) Devote the Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan;

(ii) Not discriminate upon the basis of race, color, sex, religion, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

B. It is intended and agreed, that the agreements and covenants provided in Section (2) A hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Providence and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan and the United States in the case of the covenant provided in subdivision (ii) of Section (2) A hereof against its the Grantee, (~~his heirs and assigns~~) heirs and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (i) of Section (2) A hereof shall remain in effect until

, and that the agreements and covenants provided in subdivision (ii) of Section (1) A hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Grantee, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses", specified in the Redevelopment Plan and "land use" referring to provisions of the Redevelopment Plan, shall include the land and all building, housing and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

C. In amplification, and not in restriction of, the provisions of Section (2) B, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements

and covenants provided in Section (2) A hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (11) of Section (2) A hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (11) of Section (2) A hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

This Deed is made subject to the express condition that if, prior to the issuance by the Grantor of the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement:

(1) If the Grantee, (~~his, her, or their~~^{its}) heirs and assigns, shall make or create, or suffer to be made or created, any total or partial sale, conveyance, lease, assignment or other transfer or disposition of the Property, or any part thereof, or interest therein, or of any of the Grantee's heir's or assigns's or aforesaid successor in interests's rights or interests under this Agreement, in respect of the Property, or any part thereof or interest therein, or any contract or agreement to do any of the same; or the Grantee or (~~his, her, or their~~^{its}) heirs or assigns or aforesaid successor in interest shall engage in any financing or other transaction creating any mortgage on the Property, and such violation shall not be cured or remedied within sixty (60) days after the date the Grantee or such successor or assign or aforesaid successor in interest receives written demand from the Grantor so to do (or, if it is not practicable for the Grantee or such

successor or assign or aforesaid successor in interest so to do within such sixty (60) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand);

its

(ii) The Grantee ~~his, her, their~~ heirs or assigns or aforesaid successor in interest shall place, or suffer to be placed, upon the Property any lien or other encumbrance, or shall suffer any levy or attachment to be made thereon, and shall fail to promptly take and diligently prosecute appropriate action to have the same discharged at the earliest practicable date (or to contest, in good faith, the validity of the same, and if unsuccessful in such contest, shall fail to promptly take and diligently prosecute appropriate action to have the same discharged at the earliest practicable date) and such violation shall not be cured or remedied within thirty (30) days after the date the Grantee or such successor or assign or aforesaid successor in interest so to do within such thirty (30) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand); or

its

(iii) The Grantee or ~~his, her, their~~ heirs or assigns or aforesaid successor in interest shall fail to commence or to complete the construction of the Improvements within the respective periods of time as provided for in the Agreement, or if the Grantee or any such heir or assign or aforesaid successor in interest (having commenced the construction of the Improvements) shall suspend or abandon such construction, and any such violation, or suspension or abandonment shall not be cured or remedied within one hundred and eighty (180) days after the date the Grantee or such successor or assign or aforesaid successor in interest receives written demand from the Grantor so to do (or, if it is not practicable for the Grantee or such successor or assign or aforesaid successor in interest so to do within such one hundred and eighty (180) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand; then in any such event the

Grantor, and its successors and assigns, shall have the right, upon written notice to the Grantee or ~~(his, her, or their)~~ heirs or assigns or aforesaid successor in interest, to re-enter and take possession of the Property and to re-vest itself with, and be seized of, the Property, and the estate in the Property conveyed by the Grantor to the Grantee or such successor or assign or aforesaid successor in interest shall be forfeited to the Grantor by reason of the failure of the Grantee or such successor or assign or aforesaid successor in interest so to do, and the title to said estate shall revert to, and re-vest in, the Grantor, or its successors or assigns, and, further and without limitation or restriction upon the foregoing, the Grantor upon written demand therefor to the Grantee or any such successor or assign or aforesaid successor in interest, shall be entitled to a reconveyance of title to the Property and, within fifteen (15) days after receipt of such written demand from the Grantor, the Grantee or any such successor or assign or aforesaid successor in interest, without any further consideration, shall by quit-claim deed reconvey all of its rights, title and interests in and to the Property to the Grantor: Provided, That the aforesaid rights of re-entry, forfeiture and re-vesting, and any reconveyance of title reserved by the Grantor for a breach of any of the aforesaid conditions shall be subject to and limited by the lien of any mortgage (including the lien of any future advances to be made under such mortgage) authorized by the Agreement to be made in respect of the Property and in existence at the time of such re-entry, forfeiture and re-vesting of any such reconveyance of title, and to all rights and interests provided in the Agreement for any holder of such mortgage and the successors in interest to such holder, and shall not apply if the Grantor has issued the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement.

itself

The Grantee, for ~~(himself, herself, or themselves)~~ and ~~its~~ ~~xxxxxx~~ heirs and assigns and every such aforesaid successor in interest, stipulates and agrees that, in view of the importance of the

redevelopment of the Property in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement to the general health and welfare of the community, the loss to the City and other taxing authorities from the increase in tax ratables which, otherwise, would be available by redevelopment of the Property in accordance with the terms of the Agreement, and the substantial financial aids which have been made available by the Federal Government and the City for the purpose of making such redevelopment possible, the injury to the Grantor and the City and other taxing authorities resulting from a violation of the aforesaid provisions of the Agreement by the Grantee or any such successor or assign or aforesaid successor in interest would be irreparable and the amount of damage difficult to ascertain that the re-entry, forfeiture and revesting and reconveyance of title to the Property in the Grantor, without payment of any further consideration, herein provided for shall be deemed to be liquidated damages; and that the Grantee, and its successors and assigns and every such aforesaid successor in interest, shall have no right or claim in or to any of the proceeds which the Grantor may receive from any disposition of the Property which the Grantor may make after any such re-entry, forfeiture and revesting and reconveyance.

itself

The Grantor, for ~~himself, herself, and themselves~~ and its ~~(his, her, or their)~~ heirs and assigns, covenants and agrees that the issuance by the Grantor, or its successors or assigns, of the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement to be constructed by the Grantee, or ~~(his, her, or their)~~ ^{its} heirs and assigns and every such aforesaid successor in interest, on the Property shall constitute a conclusive and incontestable determination that all of the terms, covenants, agreements, conditions and provisions of the Agreement and this Deed obligating the Grantee, and ~~(his, her, or their)~~ ^{its} heirs and assigns and every such aforesaid successor in interest, shall have no further obligation whatsoever in respect of the commencement and completion of the construction of said

Improvements on the Property, and that all rights of re-entry, forfeiture, revesting and reconveyance which the Grantor, and its successors and assigns, may theretofore have been entitled under the Agreement or this Deed have been extinguished and shall not thereafter apply.

None of the terms, covenants, agreements or conditions of the Agreement with respect to obligations to be performed, kept or observed in respect of the Property after this conveyance of the Property shall be deemed to be merged with this Deed.

IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Stanley P. Blacher, its Chairman, thereunto duly authorized, and said _____ has signed and sealed the same on or as of the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

By _____
Chairman

CITY OF PROVIDENCE

By _____
Mayor

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) SS

In the City of Providence, in said County and State, on the _____ day of _____, 197____, before me appeared the above-named Stanley P. Blacher to me known and known by me to be the Chairman of said Providence Redevelopment Agency, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said Providence Redevelopment Agency.

Notary Public

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) SS

In the City of Providence, in said County and State, on the
day of , 197 , before me appeared the above-named
and (he, she, they) acknowledged the foregoing
instrument by (him, her, them) so executed to be (his, her, their) free act
and deed.

Notary Public

EXHIBIT "A"

PARCEL 14

That certain parcel of land situated on the westerly line of Camp St. and bounded by lots 249 and 296 as taken from Assessor's Plat 5 of the Assessor's Plat Book 1972 in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the said westerly line of Camp St. forty-one and 25/100 (41.25'+) plus or minus feet as measured northerly along the said westerly line of Camp St. from the intersection of the northerly line of Abbott St. and the said westerly line of Camp St.;

thence running S 83°-19'-44" W bounded southerly by said lot 249, a distance of sixty-four and 28/100 (64.28') feet to a corner;

thence turning an interior angle of 77°-04'-37" and running N 06°-15'-07" E bounded westerly by said lot 249, a distance of forty-seven and 19/100 (47.19') feet to a corner;

thence turning an interior angle of 100°-51'-21" and running N 85°-23'-46" E bounded northerly by said lot 296, a distance of seventy and 00/100 (70.00') feet to a corner also being on the said westerly line of Camp St.

thence turning an interior angle of 71°-35'-45" and running S 13°-48'-01" W along the said westerly line of Camp St., a distance of forty-six and 40/100 (46.40') feet to the point of beginning where it forms an interior angle of 110°-28'-17" between the first and last mentioned courses.

The above described parcel of land contains three thousand and nineteen (3,019'+) plus or minus square feet of land.

LOT 296

N 85°-23'-46" E →
70.000'

71°-35'-45°

N 06°-15'-07" E →
47.190'

100°-51'-21"

3,019 ± sq.ft.

77°-04'-37"

← S 83°-19'-44" W
64.280'

110°-28'-17"

← S 13°-48'-01" W
46.400'

LOT 249

CAMP

ST.

ABBOTT



LOT NO. TAKEN FROM
ASSESSORS PLAT 5
ASSESSORS PLAT BOOK 1972
CITY OF PROV., R. I.

LAND WITHIN THE
MT. HOPE PROJECT R.I. R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE: 1" = 20.0'

NOV. 1975

P-14

C 6

PARCEL 75

That certain parcel of land situated in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the westerly line of Tecumseh Street said point located 128'± as measured northerly from the intersection of the northerly line of Abbott Street and the said westerly line of Tecumseh Street.

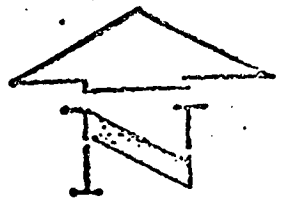
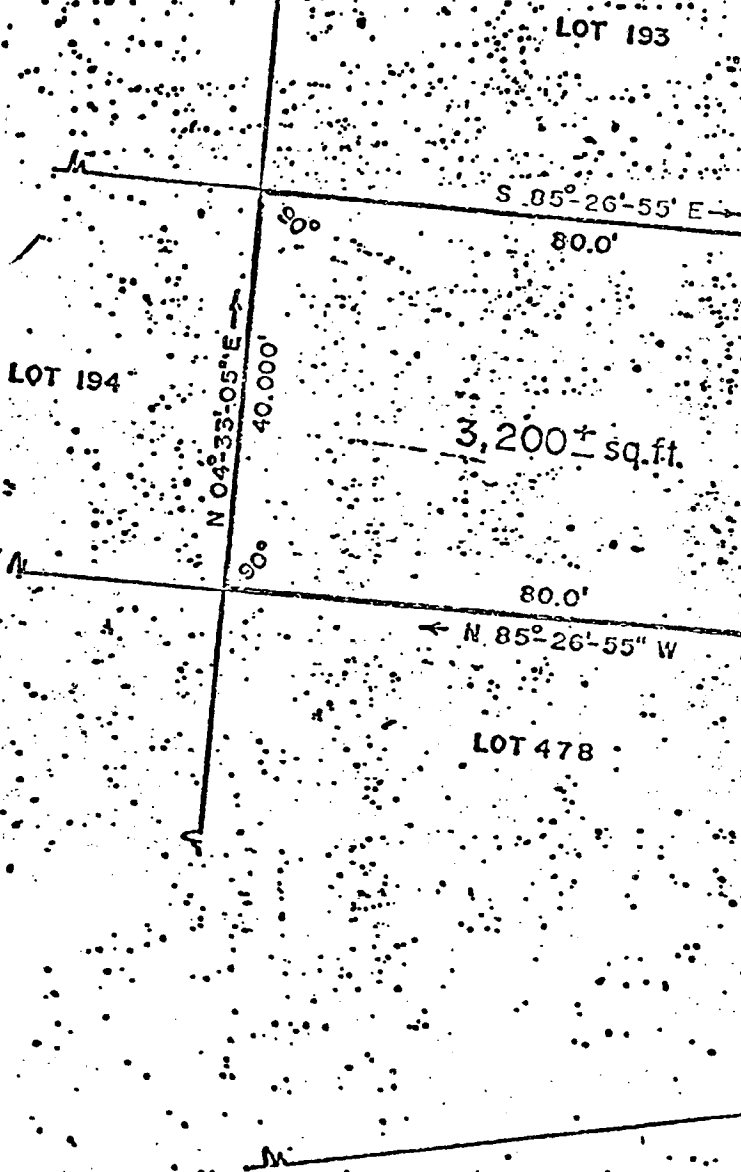
thence running N 85°-26'55"W a distance at eighty and 00/100 (80.0') feet to a corner;

thence turning an interior angle of 90° and running N 04°-33'-05"E a distance of forty and 00/100 (40.0') feet to a corner;

thence turning an interior angle of 90° and running S 85°-26'-55"E a distance of eighty and 00/100 (80.0') feet to a corner also being on the said westerly line of Tecumseh Street.

thence turning an interior angle of 90° and running S 04°-33'-05"W along the said Tecumseh Street a distance of forty and 00/100 (40.0') feet to the point and place of beginning where it forms an interior angle of 90° between the first and last mentioned courses.

The above described parcel of land contains three thousand two hundred (3,200 ±) more or less square feet of land.



LAND WITHIN THE
MT. HOPE PROJECT R.I.R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1"=20.0'

DEC. 1975

NOTES TAKEN FROM
ASSESSORS PLAN 5
ASSESSORS PLAT BOOK 1972
CITY OF PROVIDENCE, R.I.

P-75

C.G.

PARCEL 22

That certain parcel of land situated on the northerly side of Cypress Street, in the City of Providence, State of Rhode Island, bounded and described as follows:

beginning at the southeasterly corner of that parcel of land herein described, said point being located northwesterly one hundred fifty-two and 488/1000 (152.488) feet from the intersection of the northwesterly line of Camp Street and the northerly line of Cypress Street;

thence, continuing and running N 67°-46'-04" W along the northerly line of Cypress Street a distance of two and 488/1000 (2.488) feet to a point;

thence, turning an interior angle of two hundred eight degrees, twenty-four minutes, two seconds, and running S 83°-49'-54" W along the northerly line of Cypress Street a distance of one hundred forty-three and 00/100 (143.00) feet to a point;

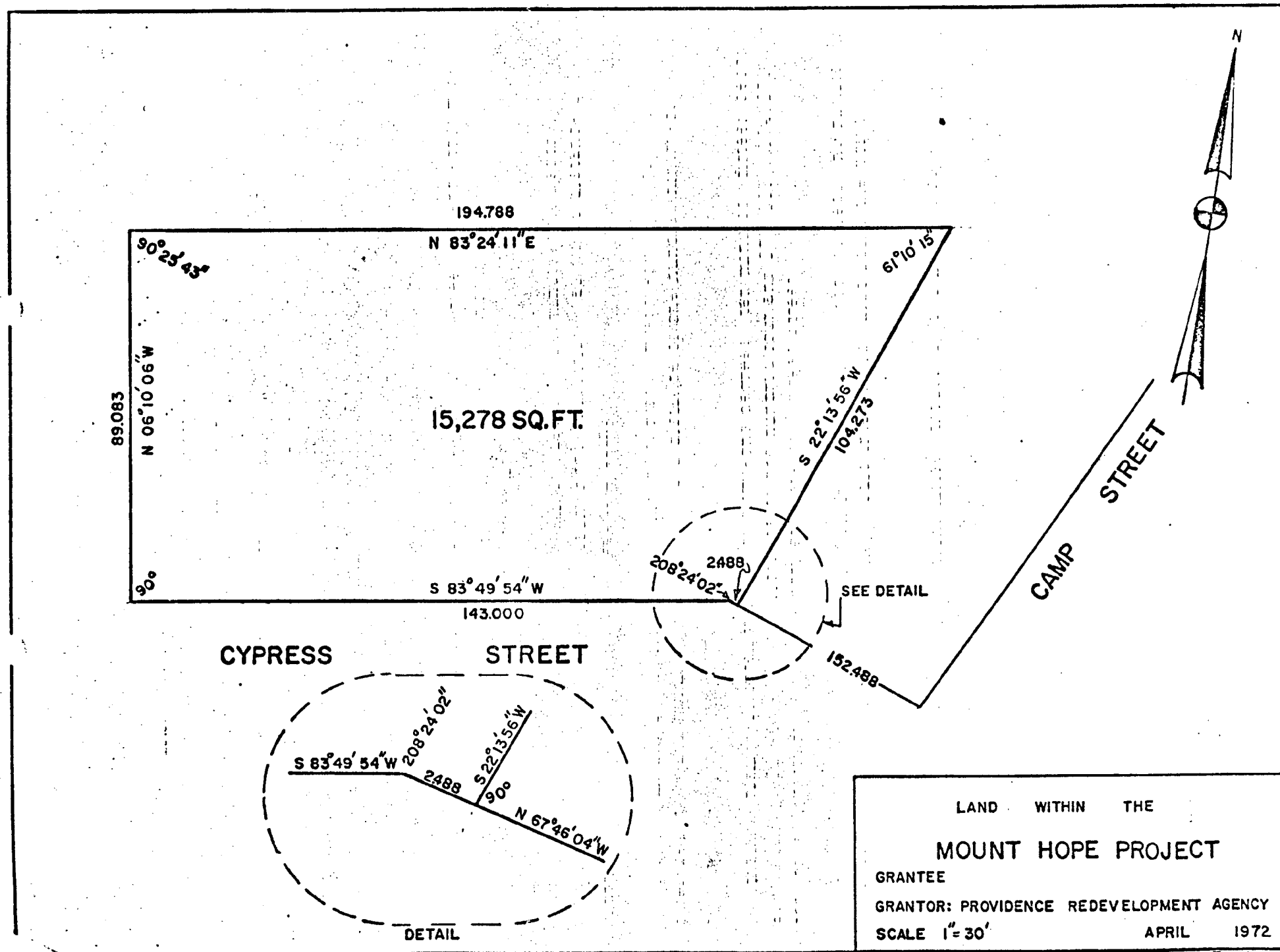
thence, turning an interior angle of ninety degrees, no minutes, no seconds, and running N 06°-10'-06" W along the Mount Hope Pedestrian Walkway a distance of eighty-nine and 083/1000 (89.083) feet to a point;

thence, turning an interior angle of ninety degrees, twenty-five minutes, forty-three seconds, and running N 83°-24'-11" E a distance of one hundred ninety-four and 788/1000 (194.788) feet to a point;

thence, turning an interior angle of sixty-one degrees, ten minutes, fifteen seconds, and running S 22°-13'-56" W a distance of one hundred four and 273/1000 (104.273) feet to its intersection with the northerly line of Cypress Street;

The last mentioned course making an interior angle of ninety degrees, no minutes, no seconds (90°-00'-00") with the first, said intersection also being the point and place of beginning.

The above described parcel contains fifteen thousand, two hundred seventy-eight (15,278) square feet of land, more or less.



PARCEL 73

That certain parcel of land situated on the northerly line of Abbott St. and bounded by lots 131, 218 and 132 as taken from Assessor's Plat 5 from Assessors Plat Book 1972 in the City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point on the said northerly line at Abbott St. 104' $\frac{7}{8}$ feet as measured westerly along the said northerly line of Abbott St. from the intersection of the westerly line of Knowles St. and the northerly line at Abbott St. said point also being the southeasterly corner of the herein described parcel:

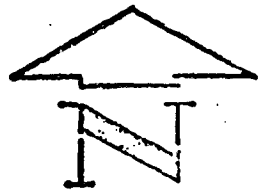
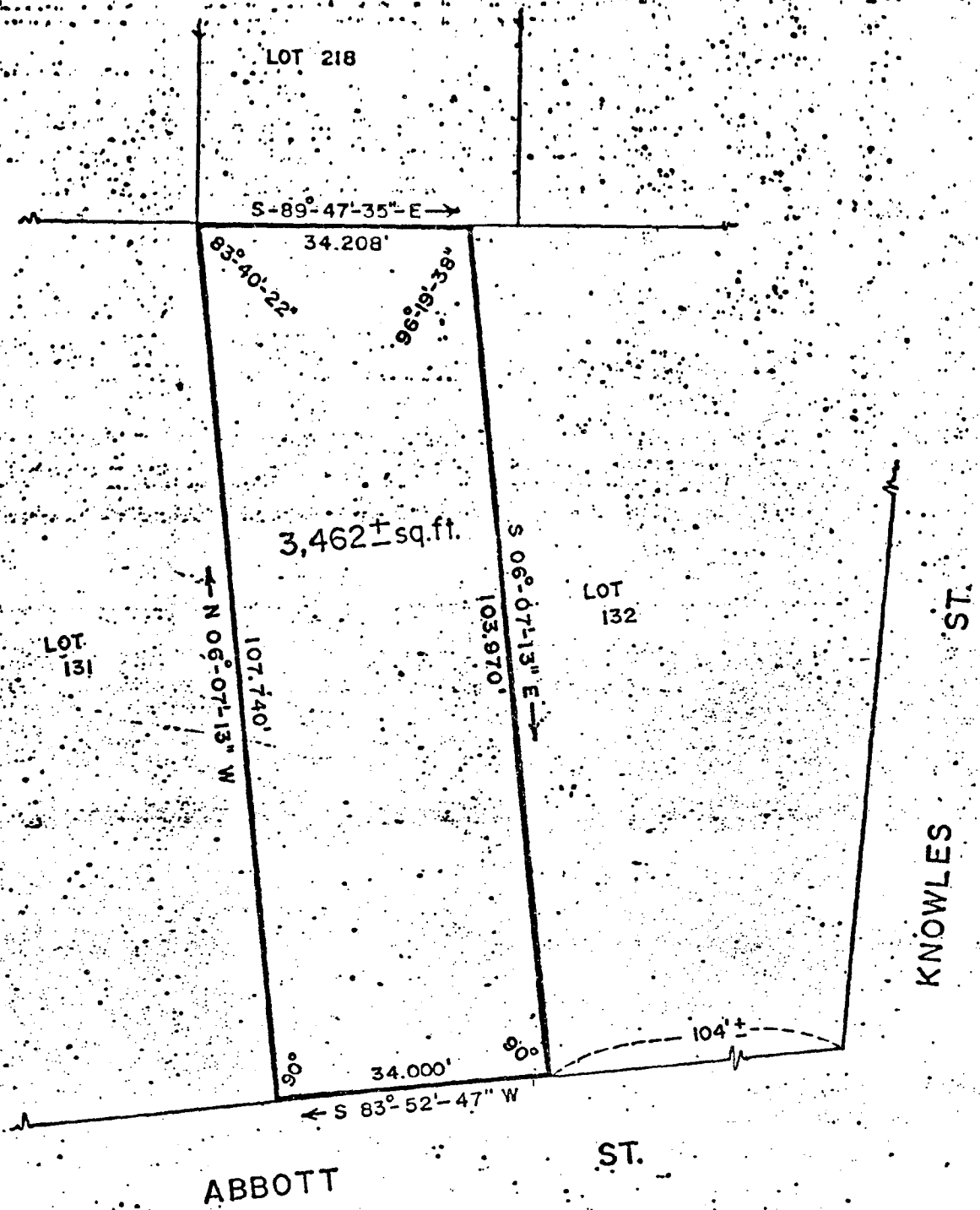
thence running S 83°-52'-47" W along the said northerly line of Abbott St. a distance of thirty-four and 00/100 (34.00') to a corner:

thence turning an interior angle of 90° and running N 06°-07'-13" W bounded westerly by said lot 131 a distance of one hundred seven and 74/100 (107.74') feet to a corner.

thence turning an interior angle of 83°-40'-22" and running S 89°-47'-35" E bounded northerly by said lot 218 a distance of thirty-four and 208/1000 (34.208') feet to a corner:

thence turning an interior angle of 96°-19'-38" and running S 06°-07'-13" E bounded easterly by said lot 132 a distance of one hundred three and 97/100 (103.97') feet to a corner also being the point of beginning where it forms an interior angle of 90° between the first and last mentioned courses.

The above described parcel of land contains three thousand four hundred sixty-two (3,462±) plus or minus square feet of land.



LAND WITHIN THE
MT. HOPE PROJECT R.I. R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1" = 20.0'

DEC. , 1975

P-73

CG

LOT NOS. TAKEN FROM
ASSESSORS PLAN 5
ASSESSORS PLAT BOOK 1972
CITY OF PROV., R.I.

MEMORANDUM

TO : Rose Mendonca , City Clerk

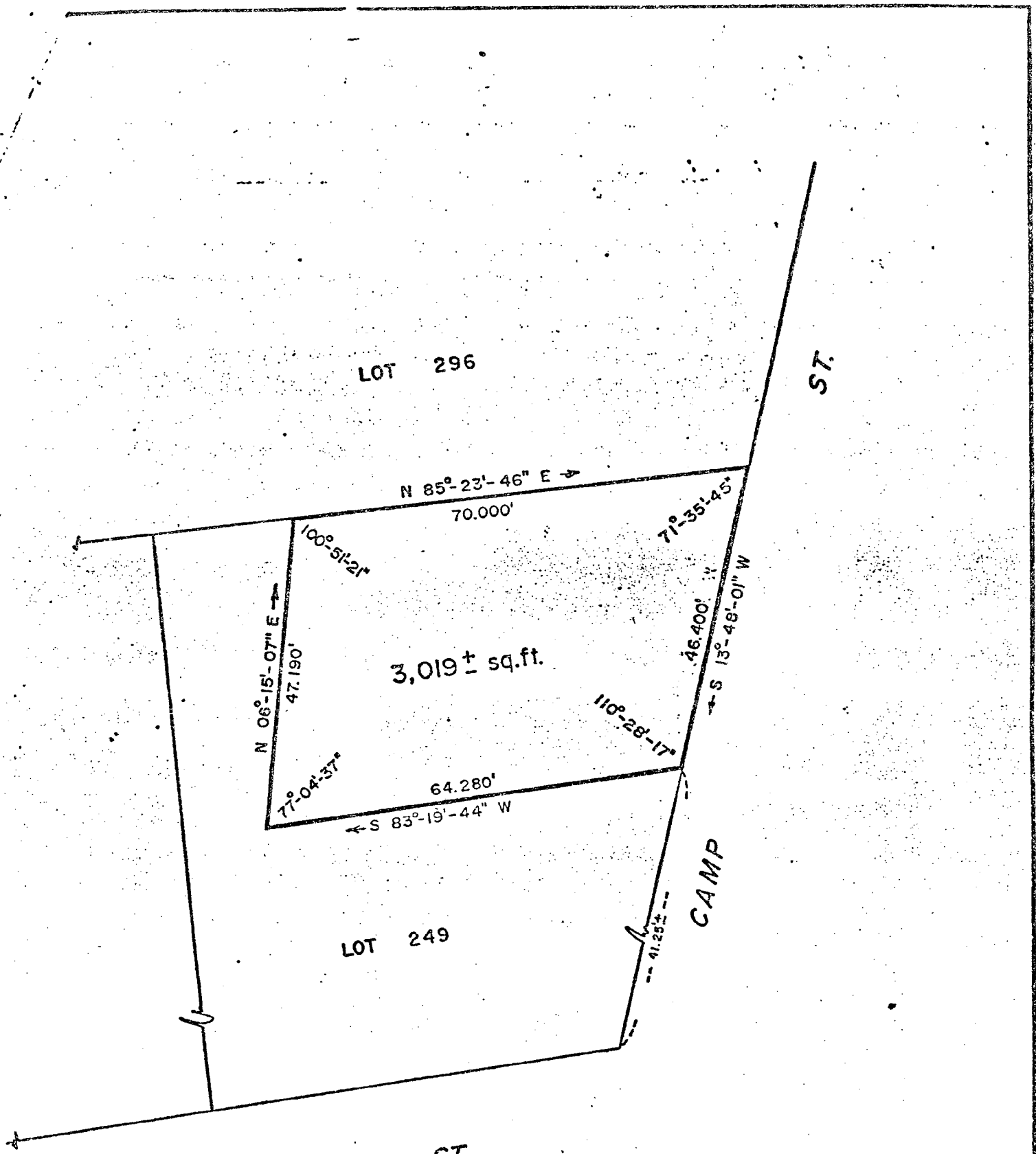
FROM : Peter L. Cannon, Jr., Land Disposition Officer
Department of Planning and Urban Development

RE : Parcels 14, 22, 73 and 75 Transfer of title to City of Providence
Mount Hope Renewal Project R.I. R-18

DATE : November 22, 1978

Transmitted herewith are six (6) copies of the prepared Resolution and Deeds for the transfer of title to Parcels 14, 22, 73 and 75 from the Providence Redevelopment Agency to the City of Providence. These parcels are unsold parcels within the Mount Hope Renewal Project R.I. R-18 and are under Cooperation Agreement dated March 26, 1968 between the Providence Redevelopment Agency and the City of Providence for transfer to the City.

Please place this matter on the docket for the next meeting of the Providence City Council.



ABBOTT

LOT NO. TAKEN FROM
ASSESSORS PLAT 5
ASSESSORS PLAT BOOK 1972
CITY OF PROV., R. I.



LAND WITHIN THE
MT. HOPE PROJECT R.I. R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1"=20.0'

NOV. 1975

P-14

C G

D E E D

KNOW ALL MEN BY THESE PRESENTS, That this Deed made this day of *June 4th* ~~1978~~, 1979, between the PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and the City of Providence, a municipal corporation organized and existing under the laws of the State of Rhode Island and located at City Hall, Providence, Rhode Island, (hereinafter referred to as the "Grantee") and for and in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its heirs and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this deed, grant, bargain, sell and convey unto the Grantee and its heirs and assigns, under and subject to the covenants and agreements herein contained, all of the rights, interests, and title of the Grantor in and to the real property described in Exhibit A (Parcels 14, 22, 73 and 75 in the Mt. hope Project R. I. R-18) (herein referred to as the "Property") situate in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and land use restrictions specified in the Redevelopment Plan dated March 13, 1968, and approved by Chapter 68-B of the Ordinances of the City of Providence, adopted March 13, 1968, and filed with the records of the City Clerk of the City of Providence, as amended to the date hereof; and

No Stamps Required

B. The applicable building and zoning laws and regulations; and

C. The provisions of the Agreement; and

D. Any lien for current taxes which, under the laws of the

State of Rhode Island is a lien on the Property although such current taxes are not then due and payable; and

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions to the covenants and agreements herein contained forever.

AND, the Grantor hereby conveys the Property herein described and itself said Property is accepted by the Grantee, for (~~himself, herself, themselves~~) and (~~his, her, their~~) heirs and assigns and every successor in interest to the Property or any part thereof, upon the following covenants and agreements each of which shall be binding upon and enforceable against the Grantee, and (~~his, her, their~~) heirs and assigns and every such aforesaid successor in interest, and each of them:

(1) The Grantee, for (~~himself, herself, themselves~~) and (~~his, her, their~~) heirs and assigns and every such aforesaid successor in interest, covenants and agrees to commence and to complete the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement within the respective periods of time as provided therefor pursuant to the Agreement;

(2) A. The Grantee agrees for (~~himself, herself, themselves~~) and (~~his, her, their~~) heirs and assigns, and every successor in interest to the Property, or any part thereof, to:

(i) Devote the Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan;

(ii) Not discriminate upon the basis of race, color, sex, religion, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

B. It is intended and agreed, that the agreements and covenants provided in Section (2) A hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Providence and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan and the United States in the case of the covenant provided in subdivision (ii) of Section (2) A hereof against its the Grantee, (~~xxxxxx~~) heirs and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (i) of Section (2) A hereof shall remain in effect until

, and that the agreements and covenants provided in subdivision (ii) of Section (1) A hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Grantee, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses", specified in the Redevelopment Plan and "land use" referring to provisions of the Redevelopment Plan, shall include the land and all building, housing and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

C. In amplification, and not in restriction of, the provisions of Section (2) B, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements

and covenants provided in Section (2) A hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (ii) of Section (2) A hereof; both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (ii) of Section (2) A hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

This Deed is made subject to the express condition that if, prior to the issuance by the Grantor of the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement:

(1) If the Grantee, (~~xxxxxxx~~^{its}) heirs and assigns, shall make or create, or suffer to be made or created, any total or partial sale, conveyance, lease, assignment or other transfer or disposition of the Property, or any part thereof, or interest therein, or of any of the Grantee's heir's or assigns's or aforesaid successor in interests's rights or interests under this Agreement, in respect of the Property, or any part thereof or interest therein, or any contract or agreement to do any of the same; or the Grantee or (~~his~~^{its}) heirs or assigns or aforesaid successor or in interest shall engage in any financing or other transaction creating any mortgage on the Property, and such violation shall not be cured or remedied within sixty (60) days after the date the Grantee or such successor or assign or aforesaid successor in interest receives written demand from the Grantor so to do (or, if it is not practicable for the Grantee or such

successor or assign or aforesaid successor in interest so to do within such sixty (60) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand);

its

(ii) The Grantee ~~(xxx xxx xxx)~~ heirs or assigns or aforesaid successor in interest shall place, or suffer to be placed, upon the Property any lien or other encumbrance, or shall suffer any levy or attachment to be made thereon, and shall fail to promptly take and diligently prosecute appropriate action to have the same discharged at the earliest practicable date (or to contest, in good faith, the validity of the same, and if unsuccessful in such contest, shall fail to promptly take and diligently prosecute appropriate action to have the same discharged at the earliest practicable date) and such violation shall not be cured or remedied within thirty (30) days after the date the Grantee or such successor or assign or aforesaid successor in interest so to do within such thirty (30) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand); or

its

(iii) The Grantee or ~~(xxx xxx xxx)~~ heirs or assigns or aforesaid successor in interest shall fail to commence or to complete the construction of the Improvements within the respective periods of time as provided for in the Agreement, or if the Grantee or any such heir or assign or aforesaid successor in interest (having commenced the construction of the Improvements) shall suspend or abandon such construction, and any such violation, or suspension or abandonment shall not be cured or remedied within one hundred and eighty (180) days after the date the Grantee or such successor or assign or aforesaid successor in interest receives written demand from the Grantor so to do (or, if it is not practicable for the Grantee or such successor or assign or aforesaid successor in interest so to do within such one hundred and eighty (180) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Grantor in such written demand; then in any such event the

Grantor, and its successors and assigns, shall have the right, upon written notice to the Grantee or ~~(his, her, or their)~~ heirs or assigns or aforesaid successor in interest, to re-enter and take possession of the Property and to re-vest itself with, and be seized of, the Property, and the estate in the Property conveyed by the Grantor to the Grantee or such successor or assign or aforesaid successor in interest shall be forfeited to the Grantor by reason of the failure of the Grantee or such successor or assign or aforesaid successor in interest so to do, and the title to said estate shall revert to, and re-vest in, the Grantor, or its successors or assigns, and, further and without limitation or restriction upon the foregoing, the Grantor upon written demand therefor to the Grantee or any such successor or assign or aforesaid successor in interest, shall be entitled to a reconveyance of title to the Property and, within fifteen (15) days after receipt of such written demand from the Grantor, the Grantee or any such successor or assign or aforesaid successor in interest, without any further consideration, shall by quit-claim deed reconvey all of its rights, title and interests in and to the Property to the Grantor: Provided, That the aforesaid rights of re-entry, forfeiture and re-vesting, and any reconveyance of title reserved by the Grantor for a breach of any of the aforesaid conditions shall be subject to and limited by the lien of any mortgage (including the lien of any future advances to be made under such mortgage) authorized by the Agreement to be made in respect of the Property and in existence at the time of such re-entry, forfeiture and re-vesting of any such reconveyance of title, and to all rights and interests provided in the Agreement for any holder of such mortgage and the successors in interest to such holder, and shall not apply if the Grantor has issued the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement.

itself

The Grantee, for ~~(his, her, or their)~~ and ~~its~~ ~~(his, her, or their)~~ heirs and assigns and every such aforesaid successor in interest, stipulates and agrees that, in view of the importance of the

redevelopment of the Property in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement to the general health and welfare of the community, the loss to the City and other taxing authorities from the increase in tax ratables which, otherwise, would be available by redevelopment of the Property in accordance with the terms of the Agreement, and the substantial financial aids which have been made available by the Federal Government and the City for the purpose of making such redevelopment possible, the injury to the Grantor and the City and other taxing authorities resulting from a violation of the aforesaid provisions of the Agreement by the Grantee or any such successor or assign or aforesaid successor in interest would be irreparable and the amount of damage difficult to ascertain that the re-entry, forfeiture and revesting and reconveyance of title to the Property in the Grantor, without payment of any further consideration, herein provided for shall be deemed to be liquidated damages; and that the Grantee, and its successors and assigns and every such aforesaid successor in interest, shall have no right or claim in or to any of the proceeds which the Grantor may receive from any disposition of the Property which the Grantor may make after any such re-entry, forfeiture and revesting and reconveyance.

itself

The Grantor, for ~~(his, her, his or her, themselves)~~ and

its

~~(his, her, his or her)~~ heirs and assigns, covenants and agrees that the issuance by the Grantor, or its successors or assigns, of the certification as to the completion of the construction of the Improvements in accordance with the Redevelopment Plan as amended to the date hereof and the Agreement to be

its

constructed by the Grantee, or ~~(his, her, his or her)~~ heirs and assigns and every such aforesaid successor in interest, on the Property shall constitute a conclusive and incontestable determination that all of the terms, covenants, agreements, conditions and provisions of the Agreement and this Deed obligat-

its

ing the Grantee, and ~~(his, her, his or her)~~ heirs and assigns and every such aforesaid successor in interest, shall have no further obligation whatsoever in respect of the commencement and completion of the construction of said

Improvements on the Property, and that all rights of re-entry, forfeiture, revesting and reconveyance which the Grantor, and its successors and assigns, may theretofore have been entitled under the Agreement or this Deed have been extinguished and shall not thereafter apply.

None of the terms, covenants, agreements or conditions of the Agreement with respect to obligations to be performed, kept or observed in respect of the Property after this conveyance of the Property shall be deemed to be merged with this Deed.

IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Stanley P. Blacher, its Chairman, thereunto duly authorized, and said VINCENT A. CIANCI, JR. has signed and sealed the same on or as of the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

By

Stanley P. Blacher
Chairman

CITY OF PROVIDENCE

By

Vincent A. Cianci Jr.
Mayor

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) SS

In the City of Providence, in said County and State, on the 4th day of APRIL, 1979, before me appeared the above-named Stanley P. Blacher to me known and known by me to be the Chairman of said Providence Redevelopment Agency, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said Providence Redevelopment Agency.

William H. Brown
Notary Public
Notary Public

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) SS

In the City of Providence, in said County and State, on the 4th
day of JUNE, 1979, before me appeared the above-named
VINCENT A. CINCI, JR. and (he, ~~she~~, ~~they~~) acknowledged the foregoing
instrument by (him, ~~her~~, ~~them~~) so executed to be (his, ~~her~~, ~~their~~) free act
and deed.

William H. F. Loomer
Notary Public
Notary Public

EXHIBIT "A"

L 14

at certain parcel of land situated on the westerly line of Camp St. and bounded 249 and 296 as taken from Assessor's Plat 5 of the Assessor's Plat Book 1972 City of Providence, County of Providence, State of Rhode Island, bounded and ed as follows:

inning at a point in the said westerly line of Camp St. forty-one and 25/100 +) plus or minus feet as measured northerly along the said westerly line of from the intersection of the northerly line of Abbott St. and the said westerly Camp St.;

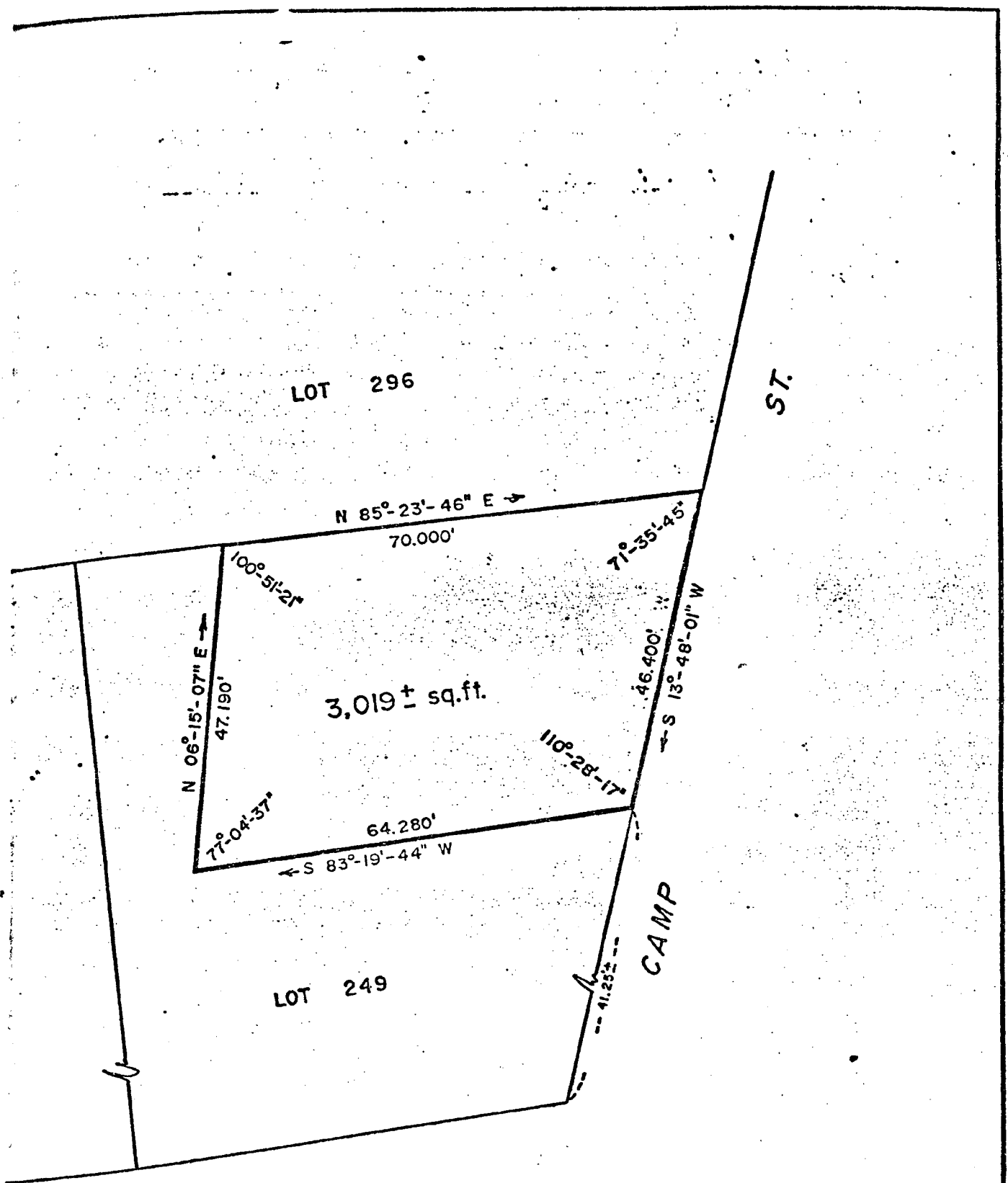
nce running S 83°-19'-44" W bounded southerly by said lot 249, a distance of our and 28/100 (64.28') feet to a corner;

nce turning an interior angle of 77°-04'-37" and running N 06°-15'-07" E bounded y by said lot 249, a distance of fourty-seven and 19/100 (47.19') feet to a

nce turning an interior angle of 100°-51'-21" and running N 85°-23'-46" E l northerly by said lot 296, a distance of seventy and 00/100 (70.00') feet orner also being on the said westerly line of Camp St.

nce turning an interior angle of 71°-35'-45" and running S 13°-48'-01" W she said westerly line of Camp St., a distance of fourty-six and 40/100 (46.40') o the point of beginning where it forms an interior angle of 110°-28'-17" between rst and last mentioned courses.

above described parcel of land contains three thousand and nineteen (3,019 \pm) r minus square feet of land.



ABBOTT

TAKEN FROM
PLAT 5
PLAT BOOK 1972
PROV., R. I.



LAND WITHIN THE
MT. HOPE PROJECT R.I. R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1"=20.0'

NOV. 1975

P-14

C 6

L 75

That certain parcel of land situated in the City of Providence, County
Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the westerly line of Tecumseh Street said point
is 128'± as measured northerly from the intersection of the northerly line of
Street and the said westerly line of Tecumseh Street.

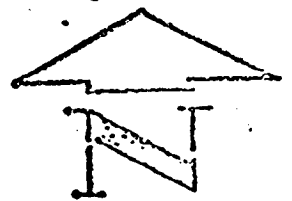
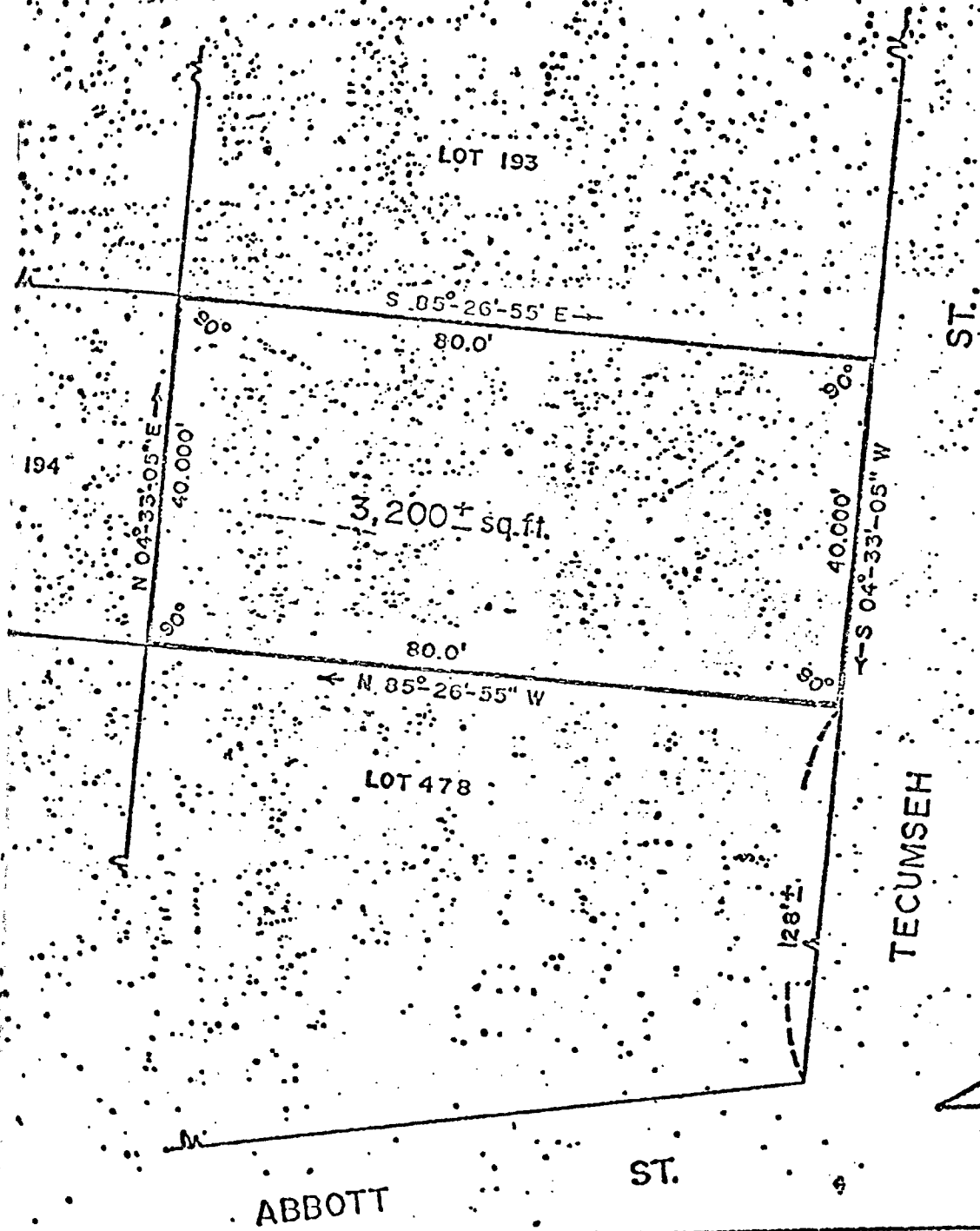
thence running N 85°-26'55"W a distance at eighty and 00/100 (80.0')
to a corner;

thence turning an interior angle of 90° and running N 04°-33'-05"E a
distance of forty and 00/100 (40.0') feet to a corner;

thence turning an interior angle of 90° and running S 85°-26'-55"E a
distance of eighty and 00/100 (80.0') feet to a corner also being on the said west-
line of Tecumseh Street.

thence turning an interior angle of 90° and running S 04°-33'-05"W along
said Tecumseh Street a distance of forty and 00/100 (40.0') feet to the point
place of beginning where it forms an interior angle of 90° between the first
last mentioned courses.

The above described parcel of land contains three thousand two hundred
0 ±) more or less square feet of land.



LAND WITHIN THE
MT. HOPE PROJECT R.I.R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1"=20.0'

DEC. 1975

AREA FROM
PLAN 5
PLAY BOOK 1972
PROV. R.I.

P-75

CC

CEL 22

That certain parcel of land situated on the northerly side of Cypress Street, in City of Providence, State of Rhode Island, bounded and described as follows:

beginning at the southeasterly corner of that parcel of land herein described, point being located northwesterly one hundred fifty-two and 488/1000 (152.488) from the intersection of the northwesterly line of Camp Street and the northerly of Cypress Street;

hence, continuing and running N 67°-46'-04" W along the northerly line of Camp Street a distance of two and 488/1000 (2.488) feet to a point;

hence, turning an interior angle of two hundred eight degrees, twenty-four minutes, two seconds, and running S 83°-49'-54" W along the northerly line of Cypress Street a distance of one hundred forty-three and 00/100 (143.00) feet to a point;

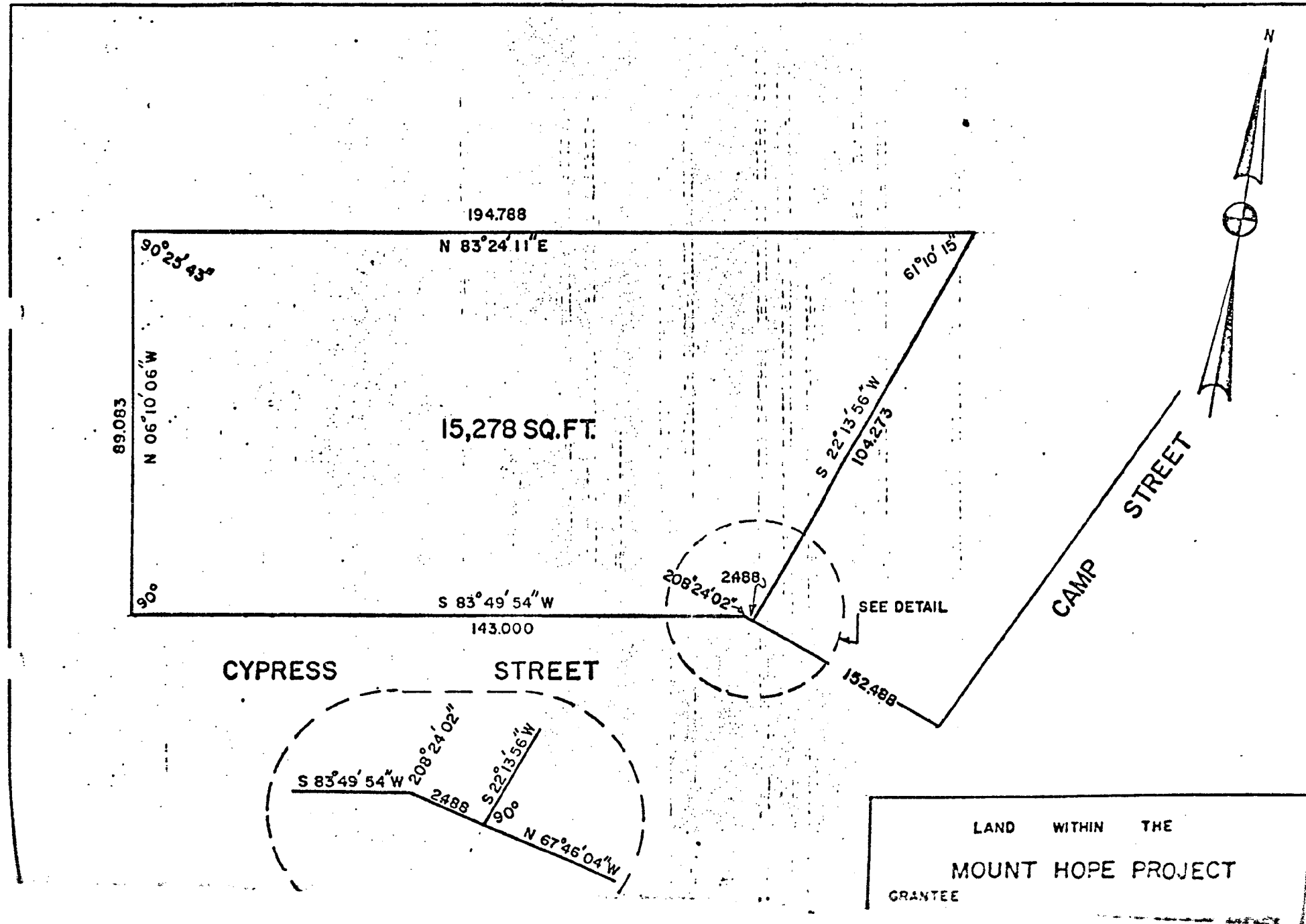
hence, turning an interior angle of ninety degrees, no minutes, no seconds, and running N 06°-10'-06" W along the Mount Hope Pedestrian Walkway a distance of twenty-nine and 083/1000 (89.083) feet to a point;

hence, turning an interior angle of ninety degrees, twenty-five minutes, forty seconds, and running N 83°-24'-11" E a distance of one hundred ninety-four and 88/1000 (194.788) feet to a point;

hence, turning an interior angle of sixty-one degrees, ten minutes, fifteen seconds, and running S 22°-13'-56" W a distance of one hundred four and 273/1000 (104.273) to its intersection with the northerly line of Cypress Street;

the last mentioned course making an interior angle of ninety degrees, no minutes, no seconds (90°-00'-00") with the first, said intersection also being the point and of beginning.

The above described parcel contains fifteen thousand, two hundred seventy-eight (15,278) square feet of land, more or less.



that certain parcel of land situated on the northerly line of Abbott St. and bounded by lots 131, 218 and 132 as taken from Assessor's Plat 5 from Assessors Plat Book 1972

City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

beginning at a point on the said northerly line at Abbott St. 104' $\frac{1}{4}$ feet as measured along the said northerly line of Abbott St. from the intersection of the westerly line of Knowles St. and the northerly line at Abbott St. said point also being the south-ly corner of the herein described parcel:

hence running S 83°-52'-47" W along the said northerly line of Abbott St. a distance thirty-four and 00/100 (34.00') to a corner:

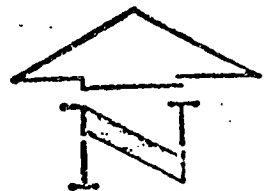
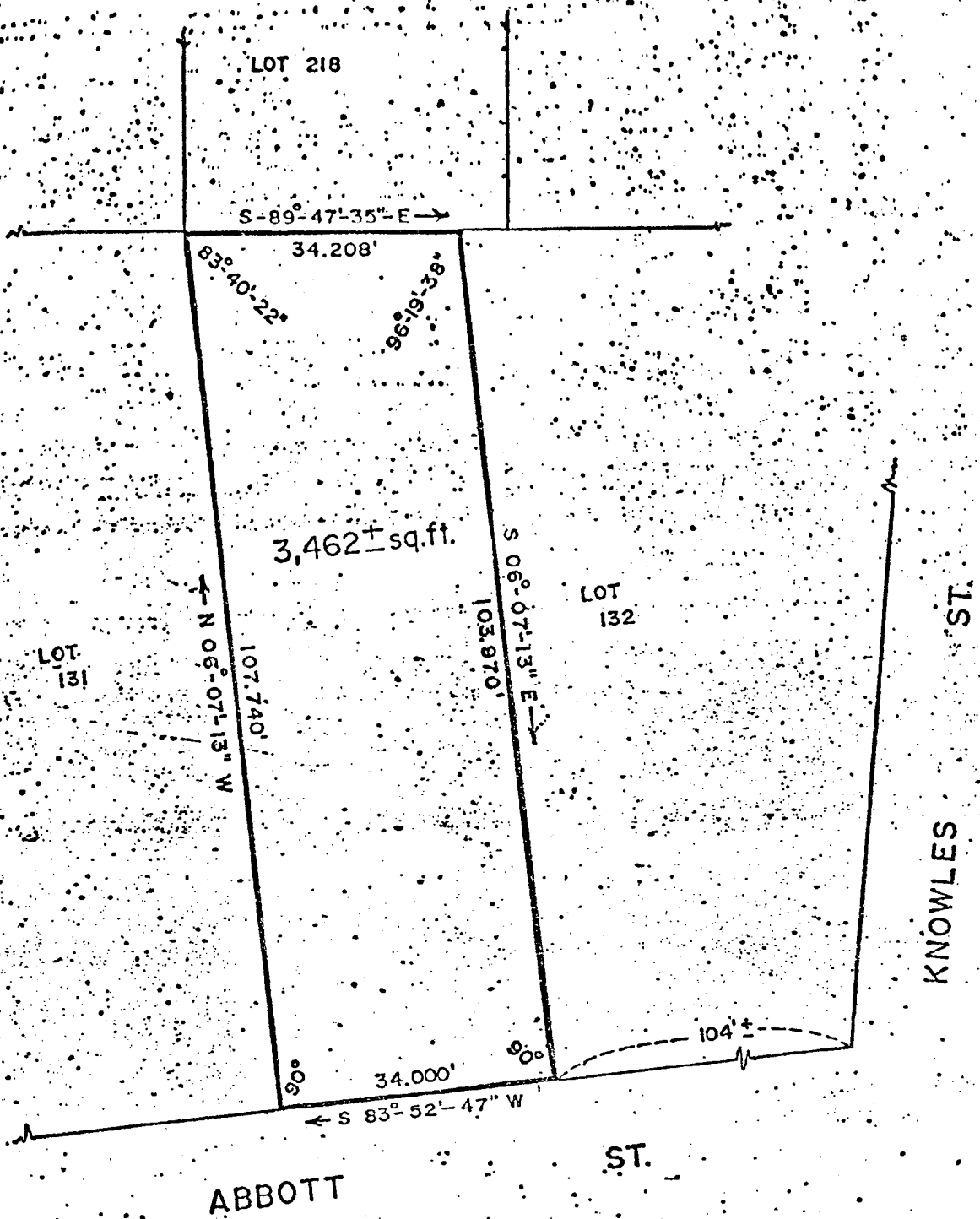
hence turning an interior angle of 90° and running N 06°-07'-13" W bounded westerly by said lot 131 a distance of one hundred seven and 74/100 (107.74') feet to a corner.

hence turning an interior angle of 83°-40'-22" and running S 89°-47'-35" E bounded easterly by said lot 218 a distance of thirty-four and 208/1000 (34.208') feet to a corner:

hence turning an interior angle of 96°-19'-38" and running S 06°-07'-13" E bounded easterly by said lot 132 a distance of one hundred three and 97/100 (103.97') feet to a

point also being the point of beginning where it forms an interior angle of 90° between the first and last mentioned courses.

The above described parcel of land contains three thousand four hundred sixty-two (3462) plus or minus square feet of land.



LAND WITHIN THE
MT. HOPE PROJECT R.I. R-18
BELONGING TO
PROVIDENCE REDEVELOPMENT AGENCY

SCALE 1" = 20.0'

DEC. , 1975

P-73

CG

TAKEN FROM
RE PLAN 5
RE PLAT BOOK 1972
PROV. R.I.

Received for Record at 11 o'clock 1 min. A M.
JUN - 6 1979 *Sonia Sornente* Recorder of Deeds

C 1213-489-307 P

RECEIVED FOR RECORD
at 11 o'clock 1 minutes
and recorded in book 1213 page 489
of record of Deeds

JUN - 6 1979

Providence, R. I.
Witness: *Cornelia L. Bennett*
Recorder of Deeds
Fee