PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • GASPEE 1-5126

June 10, 1960

REPORT TO THE CITY COUNCIL

The Honorable City Council
City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 5 of Chapter 1230 of the Ordinances of the City of Providence, approved September 19, 1958 and Section 81 of Chapter 2574, Public Laws of Rhode Island, 1950, hereby reports concerning the proposed sale of real property within the Point Street Project No. UR R.I. 1-1.

This Agency proposes to sell to G. E. & L. Corporation of the City and County of Providence, a parcel of land which is described in the attached agreement. This agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Modified Official Redevelopment Plan for the project area.

The prospective purchaser is a large wholesale electrical supply company abutting on the project area. The proposed sale will afford it the opportunity to provide for adequate off-street parking and loading facilities and to provide land for future expansion if necessary. Negotiations were carried on with the prospective purchaser under the provisions of Section VI of the Redevelopment Plan.

The proposed agreement provides for the sale of 10,688 square feet of land for a total price of $18,704.00.

Respectfully submitted,

Robert C Smith
for James F. Reynolds
Executive Director

IN CITY COUNCIL
JUL 7 - 1960
READ:
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.
D. Everett Whelan
CLERK

JFR/af

Enclosure

D

A G R E E M E N T

AGREEMENT entered into as of the _____ day of _____, 1960, by and between the PROVIDENCE REDEVELOPMENT AGENCY, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, hereinafter referred to as the "AGENCY", and G. E. & L. Corporation, a Rhode Island corporation, with its principal office in the City and County of Providence, State of Rhode Island, hereinafter referred to as G.E.L.

WHEREAS, the Agency has, pursuant to the provisions of Chapter 2574 of the Public Laws of 1950, known as the "Slum Clearance and Redevelopment Act", acquired title to certain real property in the City of Providence in Point Street Project Area by condemnation on October 20, 1958; and

WHEREAS, the Agency, pursuant to the purposes, terms and conditions of the Modified Official Redevelopment Plan for the Approved Point Street Project Area No. UR R.I. 1-1 (Area D2-B) as approved by the City Council of the City of Providence on September 19, 1958 (hereinafter sometimes called the Plan, a copy of which Plan is annexed hereto and made a part of this AGREEMENT and marked Schedule A), desires to effectuate the disposition of said Area or portions thereof by sale under suitable safeguards and conditions and to make adequate provisions for facilities appurtenant thereto; and

WHEREAS, the parties hereto desire to enter into a contract respecting the acquisition of real property in said Project Area;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, do COVENANT AND AGREE as follows:

1. The AGENCY agrees to SELL and G.E.L. agrees to PURCHASE a certain tract or parcel of land situated within the Point Street Project No. UR R.I. 1-1 (Area D2-B), said property being bounded and described as follows:

Beginning at a point on the westerly line of Imperial Place, said point being fifty four and 01/100 (54.01) feet northerly from the intersection of the said westerly line of Imperial Place and the northerly line of South Street;

thence, running North twenty eight degrees, fifteen minutes and forty seconds West (N 28° 15' 40" W) along the said westerly line of Imperial Place one hundred six and 88/100 (106.88) feet to a point;

thence, turning an interior angle of ninety degrees, twelve minutes and forty seconds (90° 12' 40") and running South sixty one degrees, fifty seven minutes and no seconds West (S 61° 57' 00" W) one hundred and 00/100 (100.00) feet to a point;

thence, turning an interior angle of eighty nine degrees, forty seven minutes and twenty seconds (89° 47' 20") and running South twenty eight degrees, fifteen minutes and forty seconds East (S 28° 15' 40" E) one hundred six and 88/100 (106.88) feet to a point;

thence, turning an interior angle of ninety degrees, twelve minutes and forty seconds (90° 12' 40") and running North sixty one degrees, fifty seven minutes and no seconds East (N 61° 57' 00" E) one hundred and 00/100 (100.00) feet to the point and place of beginning.

The above described parcel contains ten thousand six hundred eighty eight (10,688) square feet of land more or less.

2. Upon execution of this AGREEMENT, G.E.L. shall deposit with the AGENCY Seven Hundred Fifty and 00/100 ($750.00) Dollars lawful money of the United States, as security for the performance of its obligations pursuant to this AGREEMENT, which sum is to be retained by the AGENCY until completion of the Improvements as hereinafter defined. In the event G.E.L. fulfills its obligations under this AGREEMENT and receives the Certificate referred to in paragraph 5 g) herein, the AGENCY shall return, without interest, to G.E.L. the aforesaid sum of Seven Hundred Fifty and 00/100 ($750.00) Dollars deposited pursuant to the provisions of this AGREEMENT.

3. Said premises are to be conveyed on or before

19 by a good and sufficient bargain and sale deed of the AGENCY, conveying a good and clear title to the same, free from all encumbrances, except as to terms, covenants, conditions, restrictions and easements hereinafter set forth, and for such deed and conveyance G.E.L. is to pay the sum of Eighteen Thousand Seven Hundred Four and 00/100 ($18,704.00) Dollars of which One Thousand Eight Hundred Seventy and 00/100 ($1,870.00) have been paid this day, Sixteen

Thousand Eight Hundred Thirty Four and 00/100 ($16,834.00) Dollars are to be paidin cash upon the delivery of said deed.

4. If G.E.L. shall default in its undertaking, the AGENCY shall retain the said deposit of One Thousand Eight Hundred Seventy and 00/100 ($1,870.00) Dollars which sum the parties specifically agree represent a fair attempt on their part to estimate the damages to be sustained by the AGENCY in the event of default without any deduction or offset whatsoever and, thereupon, this AGREEMENT shall be null and void, and neither party shall have any further obligations hereunder.

5. Any deed or conveyance executed by the AGENCY in pursuance of this AGREEMENT shall, in addition to any other provisions and restrictions, contain the following covenants which shall run with the land conveyed and be binding on the Grantee, its successors and assigns, and inure for the benefit of the Agency, the City of Providence, and all other owners of land within the project boundaries:

a) The Grantee, its successors and assigns will and shall devote such land to the uses specified in the said Plan. This covenant shall run for a period of sixty (60) years from September 19, 1958, and shall then terminate and cease.

b) The Grantee will not enter into or execute any agreement, lease, conveyance or other instrument whereby the land conveyed and/or building erected thereon is restricted for use or occupancy, upon the basis of race, creed, color, national origin or ancestry. This covenant shall run for a perpetual length or period of time.

c) That for a period of sixty (60) years from September 19, 1958, the land conveyed shall not be used for any use other than the uses specified in the aforesaid Plan or contrary to any limitation or requirements of said Plan.

d) That for a period of sixty (60) years from September 19, 1958 no residential structure or residential use within a structure shall be permitted on or upon the land conveyed.

e) That for a period of sixty (60) years from September 19, 1958 no building or structure shall be built for any use other than that permitted by the Zoning Ordinance of the City of Providence now in effect or as it may hereafter be amended, nor will any building, structure or land be used for any use other than that permitted by said Zoning Ordinance and for the purpose and in the manner stated in said Plan.

f) That for a period of sixty (60) years from September 19, 1958, the type, size, height, number and proposed use of buildings shall conform to the building code and the air pollution ordinance of the City of Providence now in effect or as it may hereafter be amended in addition to the requirements of said Redevelopment Plan, with the more restrictive of the foregoing controlling.

g) That the Grantee shall commence construction within 180 days of and complete the building of all intitial improvements and all construction in accordance with the plans and specifications for blacktopping the area for parking purposes approved by the Grantor on _____ within 240 consecutive days after the date of actual delivery by the Grantor to the Grantee of the deed provided in Paragraph 3 hereof, provided, however, that in the event of enforced delay or delays in construction or commencement of construction by the Grantee or in the performance of its obligations under this contract by reason of (1) any delay or delays of any other contractor or supplier engaged by the Grantee, (2) enforced delay or delays beyond the reasonable control and without the fault or negligence of the Grantee and/or any contractor or supplier engaged by the Grantee, the aforesaid 60 days shall be extended, for any one or more of the causes set forth above, for such period as the Grantor shall find in writing to be the period of enforced delay or delays provided that the Grantee notified the Grantor in writing within sixty (60) days after the beginning of such delay or delays, of the delay or delays and the cause or causes thereof. The findings by the Grantor of any period of enforced delay or delays and the action of the Grantor in excusing any

delay or delays shall not be unreasonably withheld or delayed. The Grantor may also excuse in writing the failure to send timely notice of any delay or delays as provided for above. Provided, however, within 30 days after the request of the Grantee, and upon completion of all buildings and improvements by the Grantee in accordance with such approved plans and specifications, the Grantor shall furnish to the Grantee a Certificate so signifying. Such Certificate shall be in form suitable for recording in the Land Evidence Records of the City of Providence. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the AGENCY for its approval at least 90 days prior to the proposed date of commencement of construction and the Grantor shall notify the Grantee of its approval or disapproval within 60 days of receipt of said plans and specifications.

h) In the event that subsequent to conveyance of the Property to the Grantee and prior to completion of the initial Improvements as certified by the Grantor:

(1) The Grantee (or its successor in interest) shall default in or violate its obligations with respect to the construction of the initial Improvements in accordance with the Plans and Specifications approved this date, and any such default or violation, shall not be cured, ended, or remedied within 3 months (6 months, if the default is with respect to the date for completion of the Improvements) after written demand by the Grantor to do so; or

(2) The Grantee (or its successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the Agency made for such payment, removal or discharge, within 30 days after written demand by the Grantor to do so; or

(3) There is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Grantee, or with respect to the identity of the parties in control of G.E.L. or the degree thereof, and such violation shall not be cured within 60 days after written demand by the Agency to the Grantee; then the Grantor shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed in the Deed.

In the event that title to the Property shall revest in the Agency in accordance with the provisions of this paragraph, the Agency, shall pursuant to the responsibilities under the Redevelopment act of 1956, use its best efforts to resell the Property as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan as hereinafter amended from time to time, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified in the Redevelopment Plan, as hereafter amended from time to time. Upon such resale of the Property, the proceeds thereof should be applied:

(a) to reimburse the Agency, on its own behalf or on behalf of the City, for allcosts and expenses incurred by the Agency, including but not limited to salaries or personnel, in connection with the recapture, management and resale of the Property (but less any income derived by the Agency from the Property in connection with such management); all taxes assessments, and water and sewer charges with respect to the Property; and payments made or necessary to be made at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of G.E.L., its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing the Agency by G.E.L. and its successor or transferee; and

(b) to reimburse G.E.L., its successor or transferee up to the amount equal to (1) the sum of the purchase price paid by it for the property and the cash actually invested by it in making any of the Improvements on the Property, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Nothing contained in the foregoing paragraph shall defeat, limit in any way or render invalid the rights or interest of the holder of any mortgage authorized by this AGREEMENT and executed by G.E.L. for the sole purpose of obtaining funds to construct the Improvements.

i) G.E.L., its successors or assigns for a period of Sixty (60) Years from September 19, 1958 shall not enter into any contract or agreement, or execute any deed, deed of trust or mortgage on the land conveyed herein unless said contract, agreement, deed, deed of trust, or mortgage is made subject to the terms, covenants, conditions, restrictions and easement herein set forth.

j) That G.E.L. shall retain its interest in the land conveyed until at least the time of delivery to it of the certificate referred to in paragraph 5. g) hereof and that neither G.E.L. or anyone of its stockholders owning ten percent (10%) or more of its stock shall transfer or dispose of in any other manner its or their interest therein during such period without the prior consent in writing of the Agency.

6. Taxes assessed December 31, 19 and water charges and all other charges and assessments attributable to said premises shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds in which the deed should by law be recorded on 19 unless some other time and place should be mutually agreed upon, it being understood that at least ten (10) days must elapse between the notification to the Providence City Council and the delivery of the deed.

8. G.E.L. agrees that it will pay all United States Documentary Stamps required by law to be affixed to the deed consumating this transaction.

9. If the AGENCY shall be unable to give title or make conveyance, as above stipulated, any payments made under this AGREEMENT, shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by G.E.L. shall be deemed to be a full performance and discharge hereof.

10. THIS AGREEMENT shall inure to the benefit of and be binding upon any successor of any party hereto but this provision shall not operate to permit any assignment or other voluntary transfer of any of the rights created hereunder except in such manner as may be expressly permitted by this AGREEMENT.

11. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to G.E.L. or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to G.E.L. or its successor or on any obligations under the terms of this Agreement.

12. The execution of this Agreement is authorized by Resolution No. of the AGENCY approved , 19 .

13. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.

14. A notice of communication sent by either party to the other hereunder shall be sent by registered mail, return receipt request, addressed to G. E. & L. Corporation, 43 Hospital Street, Providence, Rhode Island, when sent by the AGENCY to G.E.L.

When sent by G.E.L. to the AGENCY it shall be addressed to the Providence Redevelopment Agency, 410 Howard Building, 10 Dorrance Street, Providence, Rhode Island.

15. THIS AGREEMENT cannot be changed or amended without the written consent of the parties to this AGREEMENT.

16. None of the provisions of this AGREEMENT are intended to or shall be merged by reason of the deed transferring title to the Property from the AGENCY to G.E.L., and such deed shall not be deemed to affect or impair the provisions and covenants of this AGREEMENT.

IN WITNESS WHEREOF, the PROVIDENCE REDEVELOPMENT AGENCY has caused its corporate seal to be hereunto affixed and duly attested and this AGREEMENT to be signed by its Chairman, CHESTER R. MARTIN, thereunto duly authorized and G. E. & L. Corporation has caused its corporate seal to be hereunto affixed and duly attested, and this AGREEMENT to be signed by its President and Secretary as of the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

(SEAL)

By _____
Chairman

ATTEST:

_____
Secretary

G. E. & L. CORPORATION

(SEAL)

By _____
President

ATTEST:

_____
Secretary

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • GASPEE 1-5126

June 10, 1960

REPORT TO THE CITY COUNCIL

The Honorable City Council
City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 5 of Chapter 1230 of the Ordinances of the City of Providence, approved September 19, 1958 and Section 81 of Chapter 2574, Public Laws of Rhode Island, 1950, hereby reports concerning the proposed sale of real property within the Point Street Project No. UR R.I. 1-1.

This Agency proposes to sell to Coro, Inc., a New York corporation authorized to do business in the State of Rhode Island and having a place of business in the City and County of Providence, a parcel of land which is described in the attached agreement. This agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Modified Official Redevelopment Plan for the project area.

The prospective purchaser is a large industrial corporation abutting on the project area. The proposed sale will afford it the opportunity to provide for adequate off-street parking and loading facilities and to provide land for future expansion if necessary. Negotiations were carried on with the prospective purchaser under the provisions of Section VI of the Redevelopment Plan.

The proposed agreement provides for the sale of 22,945 square feet of land for a total price of $40,153.75.

Respectfully submitted,

Robert C. Smith
for James F. Reynolds
Executive Director

IN CITY COUNCIL
JUL 7 - 1960
READ:
WHEREUPON IT IS ORDERED THAT THE SAME BE RECEIVED.
R. Everett Whelan
CLERK

JFR/af

Enclosure

A G R E E M E N T

AGREEMENT entered into as of the _____ day of _____, 1960, by and between the PROVIDENCE REDEVELOPMENT AGENCY, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, hereinafter referred to as the "AGENCY", and CORO, INC., a New York Corporation, duly authorized to do business in the State of Rhode Island and having a place of business in Providence in said State, hereinafter referred to as "CORO".

WHEREAS, the Agency has, pursuant to the provisions of Chapter 2574 of the Public Laws of 1950, known as the "Slum Clearance and Redevelopment Act", acquired title to certain real property in the City of Providence in Point Street Project Area by condemnation on October 20, 1958; and

WHEREAS, the Agency, pursuant to the purposes, terms and conditions of the Modified Official Redevelopment Plan for the Approved Point Street Project Area No. UR R.I. 1-1 (Area D2-R) as approved by the City Council of the City of Providence on September 19, 1958 (hereinafter sometimes called the Plan, a copy of which Plan is annexed hereto and made a part of this AGREEMENT and marked Schedule A), desires to effectuate the disposition of said Area or portions thereof by sale under suitable safeguards and conditions and to make adequate provisions for facilities appurtenant thereto; and

WHEREAS, the parties hereto desire to enter into a contract respecting the acquisition of real property in said Project Area;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, do COVENANT AND AGREE as follows:

1. The AGENCY agrees to SELL and CORO agrees to PURCHASE a certain tract or parcel of land situated within the Point Street Project No. UR R.I. 1-1 (Area D2-R), said property being bounded and described as follows:

Beginning at a point, said point being the intersection of the northerly line of South Street and the easterly line of Hoppin Street;

thence, running North twenty eight degrees, fifteen minutes and forty seconds West (N 28° 15' 40" W) along the said easterly line of Hoppin Street one hundred sixty and 89/100 (160.89) feet to a point;

thence, turning an interior angle of eighty nine degrees, forty seven minutes and twenty seconds (89° 47' 20") and running North sixty one degrees, fifty seven minutes and no seconds East (N 61° 57' 00" E) one hundred forty two and 61/100 (142.61) feet to a point;

thence, turning an interior angle of ninety degrees, twelve minutes and forty seconds and running South twenty eight degrees, fifteen minutes and forty seconds, East (S28° 15' 40" E) one hundred sixty and 89/100 (160.89) feet to a point on the said northerly line of South Street;

thence, turning an interior angle of eighty nine degrees, forty seven minutes and twenty seconds (89° 47' 20") and running south sixty one degrees, fifty seven minutes and no seconds West (S 61° 57' 00" W) along the said northerly line of South Street one hundred forty two and 61/100 (142.61) feet to the point and place of beginning;

The above described parcel contains twenty two thousand, nine hundred forty five (22,945) square feet of land more or less.

2. Upon execution of this AGREEMENT, CORO shall deposit with the AGENCY One Thousand Five Hundred and 00/100 ($1,500.00) Dollars lawful money of the United States, as security for the performance of its obligations pursuant to this AGREEMENT, which sum is to be retained by the AGENCY until completion of the Improvements as hereinafter defined. In the event CORO fulfills its obligations under this AGREEMENT and receives the Certificate referred to in paragraph 5 g) herein, the AGENCY shall return, without interest, to CORO the aforesaid sum of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars deposited pursuant to the provisions of this AGREEMENT.

3. Said premises are to be conveyed on or before , 19 by a good and sufficient bargain and sale deed of the AGENCY, conveying a good and clear title to the same, free from all encumbrances, except as to terms, covenants, conditions, restrictions and easements hereinafter set forth, and for such deed and conveyance CORO is to pay the sum of Forty Thousand One Hundred Fifty Three and 75/100 ($40,153.75) Dollars of which Four Thousand Fifteen and 38/100 ($4,015.38) Dollars have been paid this day, Thirty Six

Thousand One Hundred Thirty Eight and 37/100 ($36,138.37) Dollars are to be paid in cash upon the delivery of said deed.

4. If CORO shall default in its undertaking, the AGENCY shall retain the said deposit of Four Thousand Fifteen and 38/100 ($4,015.38) Dollars which sum the parties specifically agree represent a fair attempt on their part to estimate the damages to be sustained by the AGENCY in the event of default without any deduction or offset whatsoever and, thereupon, this AGREEMENT shall be null and void, and neither party shall have any further obligations hereunder.

5. Any deed or conveyance executed by the AGENCY in pursuance of this AGREEMENT shall, in addition to any otherprovisions and restrictions, contain the following covenants which shall run with the land conveyed and be binding on the Grantee, its successors and assigns, and inure for the benefit of the Agency, the City of Providence, and all other owners of land within the project boundaries:

a) The Grantee, its successors and assigns will and shall devote such land to the uses specified in the said Plan. This covenant shall run for a period of sixty (60) years from September 19, 1958, and shall then terminate and cease.

b) The Grantee will not enter into or execute any agreement, lease, conveyance or other instrument whereby the land conveyed and/or building erected thereon is restricted for use or occupancy, upon the basis of race, creed, color, national origin or ancestry. This covenant shall run for a perpetual length or period of time.

c) That for a period of sixty (60) years from September 19, 1958, the land conveyed shall not be used for any use other than the uses specified in the aforesaid Plan or contrary to any limitation or requirements of said Plan.

d) That for a period of sixty (60) years from September 19, 1958 no residential structure or residential use within a structure shall be permitted on or upon the land conveyed.

e) That for a period of sixty (60) years from September 19, 1958 no building or structure shall be built for any use other than that permitted by the Zoning Ordinance of the City of Providence now in effect or as it may hereafter be amended, nor will any building, structure or land be used for any use other than that permitted by said Zoning Ordinance and for the purpose and in the manner stated in said Plan.

f) That for a period of sixty (60) years from September 19, 1958 the type, size, height, number and proposed use of buildings shall conform to the building code and the air pollution ordinance of the City of Providence now in effect or as it may hereafter be amended in addition to the requirements of said Redevelopment Plan, with the more restrictive of the foregoing controlling.

g) that CORO shall commence construction within 180 days of and complete the building of all initial improvements and all construction in accordance with the plans and specifications for blacktopping the area for parking purposes approved by the Agency on _____ within 240 consecutive days after the date of actual delivery by the Agency to CORO of the deed provided in Paragraph 3 hereof, provided, however, that in the event enforced delay or delays in construction or commencement of construction by CORO or in the performance of its obligations under this contract by reason of (1) any delay or delays of any other contractor or supplier, engaged by CORO, (2) enforced delay or delays beyond the reasonable control and without the fault or negligence of CORO and/or any contractor or supplier engaged by CORO, the aforesaid 60 days shall be extended, for any one or more of the causes set forth above, for such period as the AGENCY shall find in writing to be the period of enforced delay or delays provided that CORO notified the AGENCY in writing within sixty (60) days after the beginning of such delay or delays, of the delay or delays and the cause or causes thereof. The findings by the AGENCY of any period of enforced delay or delays and the action of the

Agency in excusing any delay or delays shall not be unreasonably withheld or delayed. The AGENCY may also excuse in writing the failure to send timely notice of any delay or delays as provided for above. Provided, however, within 30 days after the request of CORO, and upon completion of all buildings and improvements by CORO in accordance with such approved plans and specifications, the AGENCY shall furnish to CORO a Certificate so signifying. Such Certificate shall be in form suitable for recording in the Land Evidence Records of the City of Providence. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the AGENCY for its approval at least 90 days prior to the proposed date of commencement of construction and the AGENCY shall notify CORO of its approval or disapproval within 60 days of receipt of said plans and specifications.

h) In the event that subsequent to conveyance of the Property to CORO and prior to completion of the initial Improvements as certified by the AGENCY:

(1) CORO (or its successor in interest) shall default in or violate its obligations with respect to the construction of the initial Improvements in accordance with the Plans and Specifications approved this date, and any such default or violation, shall not be cured, ended, or remedied within 3 months (6 months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency to do so; or

(2) CORO (or its successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the Agency made for such payment, removal or discharge, within 30 days after written demand by the Agency to do so; or

(3) There is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of CORO, or with respect to the identity of the parties in control of CORO or the degree thereof, and such violation shall not be cured within 60 days after written demand by the Agency to CORO; then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed in the Deed.

In the event that title to the Property shall revest in the Agency in accordance with the provisions of this paragraph, the Agency, shall pursuant to the responsibilities under the Redevelopment act of 1956, use its best efforts to resell the Property as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan as hereinafter amended from time to time, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified in the Redevelopment Plan, as hereafter amended from time to time. Upon such resale of the Property, the proceeds thereof should be applied:

(a) to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries or personnel, in connection with the recapture, management and resale of the Property (but less any income derived by the Agency from the Property in connection with such management); all taxes assessments, and water and sewer charges with respect to the Property; and payments made or necessary to be made at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of CORO, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing the Agency by CORO and its successor or transferee; and

(b) to reimburse CORO, its successor or transferee up to the amount equal to (1) the sum of the purchase price paid by it for the property and the cash actually invested by it in making any of the Improvements on the Property, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Nothing contained in the foregoing paragraph shall defeat, limit in any way or render invalid the rights or interest of the holder of any mortgage authorized by this AGREEMENT and executed by CORO for the sole purpose of obtaining funds to construct the Improvements.

i) CORO, its successors or assigns for a period of Sixty (60) Years from September 19, 1958 shall not enter into any contract or agreement, or execute any deed, deed of trust or mortgage on the land conveyed herein unless said contract, agreement, deed, deed of trust, or mortgage is made subject to the terms, covenants, conditions, restrictions and easement herein set forth.

j) That CORO shall retain its interest in the land conveyed until at least the time of delivery to it of the certificate referred to in paragraph 5. g) hereof and that neither CORO or anyone of its stockholders owning ten percent (10%) or more of its stock shall transfer or dispose of in any other manner its or their interest therein during such period without the prior consent in writing of the Agency.

6. Taxes assessed December 31, 19 and water charges and all other charges and assessments attributable to said premises shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds in which the deed should be law be recorded on , 19 unless some other time and place should be mutually agreed upon, it being understood that at least ten (10) days must elapse between the notification to the Providence City Council and the delivery of the deed.

8. CORO agrees that it will pay all United States Documentary Stamps required by law to be affixed to the deed consumating this transaction.

9. If the AGENCY shall be unable to give title or make conveyance, as above stipulated, any payments made under this AGREEMENT, shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by CORO shall be deemed to be a full performance and discharge hereof.

10. THIS AGREEMENT shall inure to the benefit of and be binding upon any successor of any party hereto but this provision shall not operate to permit any assignment or other voluntary transfer of any of the rights created hereunder except in such manner as may be expressly permitted by this AGREEMENT.

11. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to CORO or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to CORO or successor or on any obligations under the terms of this Agreement.

12. The execution of this Agreement is authorized by Resolution No. of the AGENCY approved , 19 .

13. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.

14. A notice of communication sent by either party to the other hereunder shall be sent by registered mail, return receipt request, addressed to Coro, Inc., 176 Point Street, Providence, Rhode Island, when sent by the AGENCY to CORO.

When sent by CORO to the AGENCY it shall be addressed to the Providence Redevelopment Agency, 410 Howard Building, 10 Dorrance Street, Providence, Rhode Island.

15. THIS AGREEMENT cannot be changed or amended without the written consent of the parties to this AGREEMENT.

16. None of the provisions of this AGREEMENT are intended to or shall be merged by reason of the deed transferring title to the Property from the AGENCY to CORO, and such deed shall not be deemed to affect or impair the provisions and covenants of this AGREEMENT.

IN WITNESS WHEREOF, the PROVIDENCE REDEVELOPMENT AGENCY has caused its corporate seal to be hereunto affixed and duly attested and this AGREEMENT to be signed by its Chairman, CHESTER R. MARTIN, thereunto duly authorized and CORO, INC. has caused its corporate seal to be hereunto affixed and duly attested, and this AGREEMENT to be signed by its President and Secretary as of the day and year first above written.

(SEAL)

PROVIDENCE REDEVELOPMENT AGENCY

ATTEST:

By _____
Chairman

_____
Secretary

(SEAL)

CORO, INC.

ATTEST:

By _____
President

_____
Secretary

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • GASPEE 1-5126

June 30, 1960

REPORT TO THE CITY COUNCIL

The Honorable City Council
City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 12 of Chapter 1044 of the Ordinances of the City of Providence, approved July 12, 1956 and Title 45, Chapter 32, Section 5 of the General Laws of Rhode Island, 1956, hereby reports concerning the proposed disposition of real property within the West River Project No. UR R.I. 1-6.

This Agency proposes to sell to Rhode Island Welding Supply Co., Inc., a Rhode Island corporation, a parcel of land which is described in the attached agreement. This agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Official Redevelopment Plan, as amended for the Project Area.

Rhode Island Welding Supply Co., Inc., the prospective purchaser, desires to expand from his present premises of 3,000 square feet to a proposed building of 10,000 square feet with a resultant increase in employment from 8 persons to 20 persons. The proposed redeveloper is a distributor of welding supplies and compressed gases to industrial and institutional users and does repairing of welding equipment.

The proposed sale is for 34,327 square feet of land at 90¢ per square foot or $30,894.30.

IN CITY COUNCIL
JUL 7 - 1960

READ:
WHEREUPON IT IS ORDERED THAT THE SAME BE RECEIVED.

D. Everett Whelan
CLERK

Respectfully submitted,

James F. Reynolds
for Chester R. Martin
Chairman

CRM/af

FILED

JUL 1 9 38 AM '60

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

AGREEMENT

AGREEMENT made this day of , 1960 , between the Providence Redevelopment Agency, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, hereinafter called the "Agency", and Rhode Island Welding Supply Co., Inc. hereinafter called the "Buyer".

1. The Agency agrees to sell and the Buyer agrees to purchase a certain tract or lot of land as hereinafter described within the Agency's West River Project No. UR R.I. 1-6, said project area being described in the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, approved by Chapter 1044 of the Ordinances of the City of Providence, July 12, 1956, which said Redevelopment Plan is incorporated herein by reference and made a part hereof as if more fully set forth.

(The description of the above lot of land is as set forth in Appendix A attached hereto and made a part hereof and as shown on the map attached hereto and made a part hereof and designated as Appendix B).

2. Said premises are to be conveyed on or before December 30 , 1960 by a good and sufficient bargain and sale deed of the Agency conveying title to the same free from all encumbrances, except as to restrictions and easements hereinafter set forth, and for such deed and conveyance the Buyer is to pay the sum of Thirty Thousand Eight Hundred Ninety Four and 30/100 ($30,894.30) Dollars, of which Three Thousand Eighty Nine and 43/100 ($3,089.43) Dollars have been paid this day and Twenty Seven Thousand Eight Hundred Four and 87/100 ($27,804.87) Dollars are to be paid in cash upon the delivery of said deed.

3. The aforementioned deed shall contain the following covenants and restrictions which it is expressly agreed are to run with the land:

(a) The restrictions and protective covenants as set forth in the Declaration of Restrictions and Protective Covenants recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1076 at Page 111 as amended by the instrument entitled "Amendment to Declaration of Restrictions and Protective Covenants" recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1087 at Page 5 on March 3, 1959 are hereby incorporated herein by reference and made a part hereof as if more fully set forth, and shall run with the land and shall continue in full force and effect for the time specified therein. (A copy of said Declaration of Restrictions and Protective Covenants, as amended, is attached hereto for information purposes only).

(b) The Buyer, its successors and assigns shall not enter into any contracts or agreements, or execute any deed of trust or mortgage on the land conveyed herein unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

(c) Except for the loading and unloading of freight cars and trucks, the parking of vehicles and open storage, all uses shall be conducted wholly within a building. No open storage shall be permitted except in suitably screened or enclosed locations.

(d) Side yards shall be provided measuring at least 20 feet from interior property line to building line. Wherever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way.

(e) The frontage for any lot shall be not less than 150 feet.

(f) No lot shall be less than 25,000 square feet.

All the restrictions and protective covenants set forth in subparagraphs (b) through (f) hereof shall run with the land and shall continue in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with the said Redevelopment Plan and shall then terminate and cease.

4. The conveyance of the aforedescribed premises shall be made subject to the following easements or rights-of-way:

NONE

5. Full possession of said premises is to be delivered to the Buyer at the time of delivery of the deed. (Said premises shall be conveyed only after completion of the site improvements for the said premises as required by the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, provided however if the Buyer so desires, the land may be conveyed prior to completion of said site improvements and subject to the Agency completing said site improvements as provided for in the Contract for Site Improvements between the Agency and Campanella & Cardi Construction Co. executed May 14, 1958.

6. Taxes assessed December 31, 1959 and water charges shall be apportioned as of the day of delivery of the deed. The Buyer shall purchase or pay for all U. S. Documentary Stamps required on said deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should by law be recorded on December 30 1960 unless some other time and place should be mutually agreed upon.

8. If the Agency shall be unable to give title or make conveyance, as above stipulated, any payments made under this agreement

shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof.

This Agreement is subject to the approval of the Administrator of the Housing and Home Finance Agency and shall not be effective until at least ten days after the City Council of the City of Providence has received from the Agency a report concerning said sale. In the event the Administrator of the Housing and Home Finance Agency does not give his approval to this Agreement or in the event the Agency does not submit to the City Council of the City of Providence a report concerning this Agreement, then this Agreement is to be null and void, all sums paid hereunder shall be refunded and the rights and obligations of the parties hereto shall cease.

9. The execution of this Agreement is authorized by Resolution No._____ of the Agency adopted _____, 19__.

In Witness Whereof the parties have hereunto set their hands and seals this day of 19.

In the Presence of:

PROVIDENCE REDEVELOPMENT AGENCY

_____ By _____

Title:

_____ _____

_____

_____

EXHIBIT A

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

Beginning at a point on the easterly line of Corliss Street said point being North twenty four degrees, one minute, and twenty seconds East (N 24° 01' 20" E) forty eight and 46/100 (48.46) feet from the intersection of the prolongation of the said easterly line of Corliss Street with the prolongation of the northerly line of Industrial Drive;

thence, running along the easterly line of Corliss Street North twenty four degrees, one minute and twenty seconds East (N 24° 01' 20" E) seventy seven and 60/100 (77.60) feet to a point of curvature;

thence, curving to the left along the easterly line of Corliss Street in the arc of a circle with a central angle of six degrees, eight minutes and fifty six seconds (6° 08' 56") and a radius of six hundred forty six and 95/100 (646.95) feet, sixty nine and 43/100 (69.43) feet to a point;

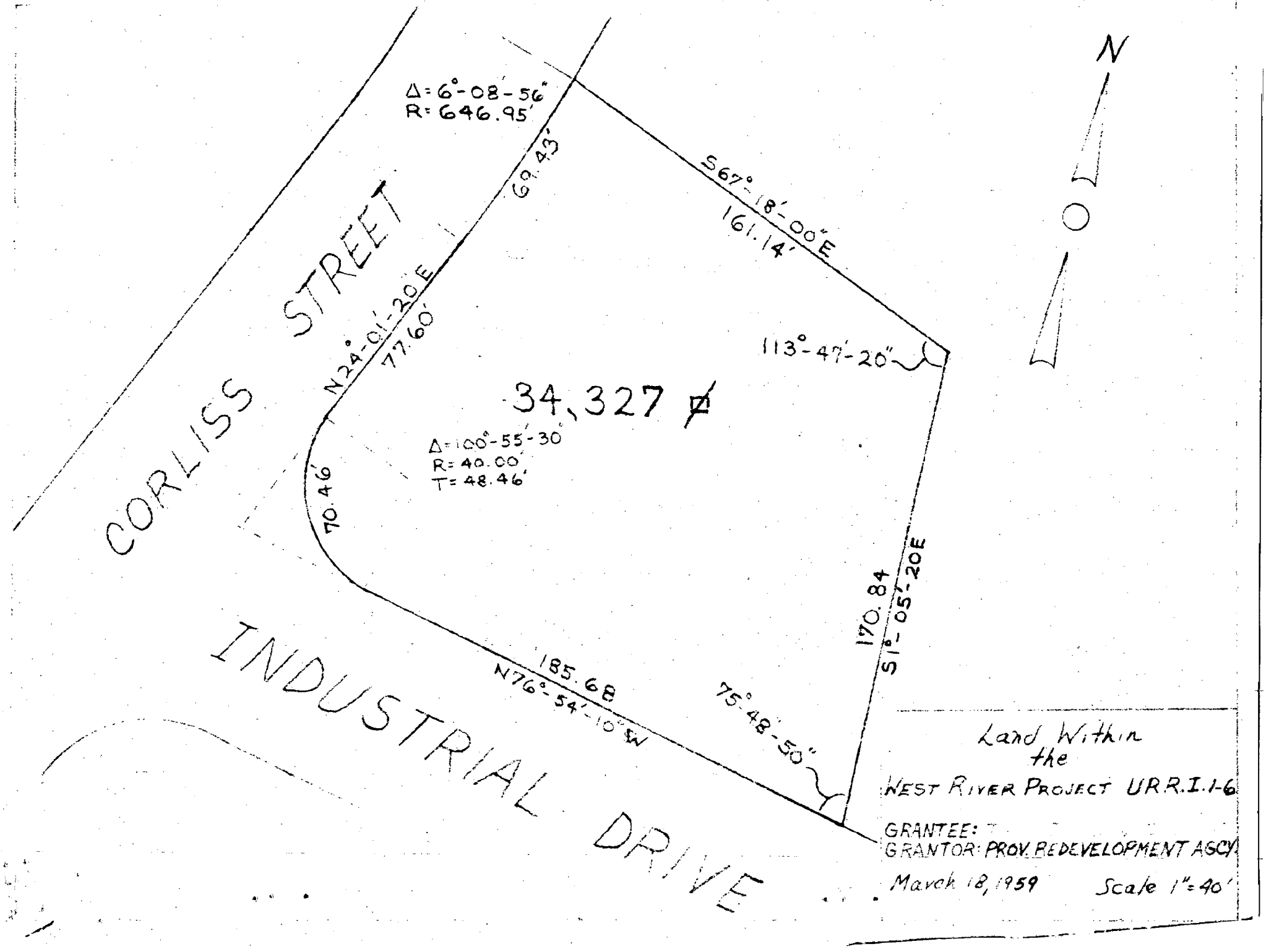
thence, turning and running South sixty seven degrees, eighteen minutes and no seconds East (S 67° 18' 00" E) one hundred sixty one and 14/100 (161.14) feet to a point;

thence, turning an interior angle of one hundred thirteen degrees, forty seven minutes and twenty seconds (113° 47' 20") and running South one degree, five minutes and twenty seconds East (S 1° 05' 20" E) one hundred seventy and 84/100 (170.84) feet to a point on the northerly line of Industrial Drive;

thence, turning an interior angle of seventy five degrees, forty eight minutes and fifty seconds (75° 48' 50") and running along the northerly line of Industrial Drive North seventy six degrees, fifty four minutes and ten seconds West (N 76° 54' 10" W) one hundred eighty five and 68/100 (185.68) feet to a point of curvature;

thence, curving to the right in the arc of a circle with a central angle of one hundred degrees, fifty five minutes and thirty seconds (100° 55' 30") and a radius of forty and 00/100 (40.00) feet, seventy and 46/100 (70.46) feet to the point and place of beginning.

Said tract herein described contains thirty four thousand, three hundred and twenty seven (34,327) square feet of land, more or less.


CORLISS STREET
INDUSTRIAL DRIVE
Δ=6°-08'-56"
R=646.95'
69.43'
S67°-18'-00"E
161.14'
N24°-01'-20E
77.60'
113°-47'-20"
34,327 ☐
Δ=100°-55'-30"
R=40.00'
T=48.46'
70.46'
170.84
S1°-05'-20E
185.68
N76°-54'-10"W
75°-48'-50"
N
Land Within the
WEST RIVER PROJECT URR.I.1-6
GRANTEE:
GRANTOR: PROV. REDEVELOPMENT AGCY
March 18, 1959
Scale 1"=40'

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 18, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1955 - 1958 inclusive

			total tax
1955 tax 21 006 895 Union St. Bakery Inc. 208 Union St.	2,500.	tangible	$ 82.50
1956 tax Same	2,500.	tangible	82.50
1957 tax Same	2,500.	tangible	88.75
1958 tax Same	2,500.	tangible	88.75

The city tax should read and the assessment should stand as follows; Equipment & Fixtures over assessed.

			total tax
1955 tax 21 006 895 Union St. Bakery Inc. 208 Union St.	1,500.	tangible	$ 49.50
1956 tax Same	1,500.	tangible	49.50
1957 tax Same	1,500.	tangible	53.25
1958 tax Same	1,500.	tangible	53.25

decrease 1955	1,000.	tangible	$ 33.00
" 1956	1,000.	"	33.00
" 1957	1,000.	"	35.50
" 1958	1,000.	"	35.50

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 20, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1958

			total tax
13 119 530 Frank A. Mangiante 157 Vinton St.	2,740. M.V.		$ 97.27
		Ex. Cr.	35.50
			61.77

The city tax should read and the assessment should stand as follows:
Left state prior to December 31, 1957.

13 119 530 Frank A. Mangiante 157 Vinton St.	0	0
decrease	1,740. M.V.	$ 61.77

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 23, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

			total tax
23 039 700 Veronica F. Walsh wf Alfred V. 22 Wabun Ave.	5,880.	real estate	$ 229.32

The city tax should read and the assessment should stand as follows:
Widow of veteran - filed for exemption March 3, 1959.

				total tax
23 039 700 Veronica F. Walsh wid. Alfred V. 22 Wabun Ave.	5,880.	real estate	$	229.32
		Ex. Cr.		39.00
				190.32
decrease	1,000.	real estate	$	39.00

forward

Albert A. Gallotta

City Tax Assessor

City Hall
Providence 3, Rhode Island

May 24, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

11 202 200 Korite Inc. 160 Georgia Ave.	5,000. tangible 140. M.V.	total tax $ 200.46

The city tax should read and the assessment should stand as follows:
Business inactive.

11 202 200 Korite Inc. 160 Georgia Ave.	2,500. tangible 140. M.V.	$ 102.96
decrease	2,500. tangible	$ 97.50

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1956 - 1957 - 1958

1956 tax			total tax
06 304 401			
Fred Friendly Exr. u/w			
Theresa F. Wachenheimer			
c/o Carroll & Levy			
170 Westminster St.	40,900.	intangible	$ 163.60
1957 tax			
06 304 401			
Same	40,900.	intangible	163.60
1958 tax			
06 304 401			
Same	40,900.	intangible	163.60

The city tax should read and the assessment should stand as follows: $4,600.00 checking account was only asset in estate on December 31, 1955. Account was closed out during 1956.

1956 tax			total tax
06 304 401			
Fred Friendly Exr. u/w			
Theresa F. Wachenheimer			
c/o Carroll & Levy			
170 Westminster St.	4,600.	intangible	$ 18.40
1957 tax			
06 304 401			
Same	4,600.	intangible	18.40
1958 tax			
06 304 401			
Same	0		0

decrease	1956 tax	36,300.	intangible	$ 145.20
"	1957 tax	36,300.	"	145.20
"	1958 tax	40,900.	"	163.60

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

22 051 810 Verona Pharma Chemical Corp. 515 Madison Ave. New York 22, N. Y.	186,900. tangible	total tax $ 7,289.10

The city tax should read and the assessment should stand as follows:
Inventory in warehouse reduced from previous year.

22 051 810 Verona Pharma Chemical Corp. Springfield Rd. P. O. Box 385 Union, N. J.	140,500. tangible	total tax $ 5,479.50
decrease	46,400. tangible	1,809.60

forward

Albert A. Gallotta

City Tax Assessor

City Hall
Providence 3, Rhode Island

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

06 181 901 James D. Fleming & William F. Shaw, Exrs u/w Rosalind F. Nicholson 330 Blackstone Blvd.	9,100. intangible	total tax $ 36.40
06 181 902 James D. Fleming Tr. u/w Rosalind F. Nicholson 330 Blackstone Blvd.	1,700. intangible	6.80

The city tax should read and the assessment should stand as follows:
No assets December 31, 1958.

06 181 901 James D. Fleming & William F. Shaw, Exrs u/w Rosalind F. Nicholson 330 Blackstone Blvd.	0	0
06 181 902 James D. Fleming ~~& William F~~ Tr. ~~Shaw, Exrs~~ u/w Rosalind F. Nicholson 330 Blackstone Blvd.	0	0

decrease	06 181 901	9,100. intangible	$ 36.40
"	06 181 902	1,700. intangible	6.80

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1955, 1956, 1957,1958

1955 tax			total tax
03 386 300			
George W. Clark			
204 Westminster St.	1,200.	tangible	$ 39.60
1956 tax			
Same	1,200.	tangible	39.60
1957 tax			
Same	1,200.	tangible	42.60
1958 tax			
Same	1,200.	tangible	42.60

The city tax should read and the assessment should stand as follows: Business overassessed.

1955 tax			total tax
03 386 300			
George W. Clark			
204 Westminster St.	800.	tangible	$ 26.40
1956 tax			
Same	800.	tangible	26.40
1957 tax			
Same	800.	tangible	28.40
1958 tax			
Same	800.	tangible	28.40

decrease 1955	400.	tangible	$ 13.20
" 1956	400.	tangible	13.20
" 1957	400.	tangible	14.20
" 1958	400.	tangible	14.20

forward

Albert A. Gallotta

City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

Recommended by: James G. Nolan
Personal Property Aide

Approved by: Albert A. Gallotta
City Assessor

IN CITY COUNCIL
JUL 7 - 1960
APPROVED:
R. Everett Whelan
CLERK

IN CITY COUNCIL

JUN 2 1960

FIRST READING

REFERRED TO COMMITTEE ON

CLAIMS AND PENDING SUITS.

D. Everett Whelan CLERK

Albert A. Gallotta

City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

14 032 900 National Realty Co. 77 Washington St.	310,000. real estate 14,000. tangible	total tax $ 12,636.00

The city tax should read and the assessment should stand as follows: Plat 25, lots 152, 154, 155, 156, Buildings 310,000. - should be 115,000. - in full settlement of pending law suit.

14 032 900 National Realty Co. 77 Washington St.	115,000. real estate 14,000. tangible	total tax $ 5,031.00
decrease	195,000. real estate	$ 7,605.00

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

21 006 000 Union Land Corp. 77 Washington St.	375,460. real estate	total tax $ 14,642.94

The city tax should read and the assessment should stand as follows:
Plat 25, lot 155, Land 164,400., lot 156, Land 190,620.- should be
Plat 25, lot 155, Land 120,600., lot 156, Land 141,600. - in full settlement of pending law suit.

21 006 000 Union Land Corp. 77 Washington St.	282,640. real estate	total tax $ 11,022.96
decrease	92,820. real estate	$ 3,619.98

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

07 112 900 General Baking Company 207 Brook St.	210,250. real estate 165,760. tangible	total tax $ 14,664.39

The city tax should read and the assessment should stand as follows: Plat 16, lot 253, Building 33,880. - should be 21,000. - Plat 16, lot 255, Building 140,250. - should be 123,000. - In full settlement of pending law suit.

07 112 900 General Baking Company 207 Brook St.	180,120. real estate 165,760. tangible	total tax $ 13,489.32
decrease	30,130. real estate	$ 1,175.07

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

07 421 500 (See B. T. A. R. cert. #7) total tax
John W. Grout, Marian W. Mansur,
Amy W. Gabree, Benjamin D. Weeden &
Cornelia W. Stewart
c/o R. I. Hospital Trust Co.
15 Westminster St. 163,880. real estate $ 6,391.32

The city tax should read and the assessment should stand as follows: Plat 25, lot 159, Land 118,880., Building 45,000. - should be Land 96,000,, Building 30,000. - in full settlement of pending law suit.

07 421 500 total tax
John W. Grout, Marian W. Mansur,
Amy W. Gabree, Benjamin D. Weeden &
Cornelia W. Stewart
c/o R. I. Hospital Trust Co.
15 Westminster St. 126,000. real estate $ 4,914.00

decrease 37,880. real estate $ 1,477.32

forward

Albert A. Gallotta

City Tax Assessor

City Hall
Providence 3, Rhode Island

May 26, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

18 140 100 R. I. H. Tr. Co. Tr. u/w Joseph P. Cory 2007	467,300. real estate	total tax $ 18,224.70

The city tax should read and the assessment should stand as follows: Plat 25, lot 157, Land 108,300. should be 92,000. - in full settlement of pending law suit.

18 140 100 R. I. H. Tr. Co. Tr. u/w Joseph P. Cory 2007	451,000. real estate	total tax $ 17,589.00
decrease	16,300. real estate	$ 635.70

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

05 085 600 Emma F. Estabrook Est. 109 Washington St.	131,960. real estate	total tax $ 5,146.44

The city tax should read and the assessment should stand as follows: Plat 25, lot 373, Building 27,000. - should be 22,000. - in full settlement of pending law suit.

05 085 600 Emma F. Estabrook Est. 109 Washington St.	126,960. real estate	total tax $ 4,951.44
decrease	5,000. real estate	$ 195.00

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

tax of 1959

12 138 900 (See B.T.A.R. cert. #8) total tax
Lederer Realty Corp.
109 Washington St.

1,226,200. real estate
10,000. tangible
$ 48,211.80

The city tax should read and the assessment should stand as follows: Plat 25, lot 157, Building 35,000. - should be 25,000. Plat 25, lot 158, Land 103,120. - Building 35,000. - should be Land 82,500. - Building 25,000. Plat 25, lot 160, Building 60,000. - should be Building 40,000. Plat 20, lot 177, Land 153,600. - should be Land 128,000. Plat 20, lot 179, Land 598,380. - should be Land 528,280. In full settlement of pending law suit.

12 138 900
Lederer Realty Corp.
109 Washington St.

1,069 880. real estate
10,000. tangible
42,115.32

decrease 156,320. real estate $ 6,096.48

forward

Albert A. Gallotta City Tax Assessor

City Hall
Providence 3, Rhode Island

IN CITY COUNCIL
JUN 2 1960
FILED AND READING SUITS
PETITIONS TO COMMITTEE ON
CLAIMS AND PENDING SUITS
CLERK

May 27, 1960

To the Honorable City Council of the City of Providence:

Pursuant to the provisions of Sections 41 and 42 of Chapter 32 of the General Laws of the State of Rhode Island, Revision of 1938, the undersigned, City Assessor of the City of Providence, hereby requests your Honorable Body to cancel the following tax assessments or such part thereof as may be requested, as hereinafter set forth.

The City Tax List certified to the City Collector of the City of Providence on June 15, A. D. 19 , contains the following assessment:

Approved by:

Albert A. Gallotta
City Assessor

IN CITY COUNCIL
JUL 7 - 1960
APPROVED:
D. Everett Whelan
CLERK

IN CITY COUNCIL

JUN 2 1960

FIRST READING
REFERRED TO COMMITTEE ON
CLAIMS AND PENDING SUITS

D. Everett Whelan CLERK