THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 467

Approved September 7, 1956

Resolved,

That the City Controller and the City Treasurer are hereby authorized and directed to pay over from the General Fund to an account in the Capital Funds to be known as, "CITY COUNCIL CHAMBER ACCOUNT", the sum of Eighteen Thousand ($18,000) Dollars as appropriated by the City Council in Chapter 987, approved September 16, 1955 to the City Sergeant, Item 5. Any balance remaining in this account upon the completion of the purchasing and repairing of the City Council Chamber furniture shall revert to the General Fund.

IN CITY COUNCIL

SEP 6 - 1956

READ and PASSED

Angelo Grilli
President

D. Everett Whelan
Clerk

APPROVED

SEP 7 1956

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 468

Approved September 7, 1956

Resolved,

That the Board of Contract and Supply is hereby authorized to contract for the razing of the premises known as the "Calhoun Avenue School"; and

Be It Further Resolved, that Resolution No. 359 of the City Council, approved June 8, 1956, be and the same is hereby rescinded and repealed.

IN CITY COUNCIL
SEP 6 - 1956
READ and PASSED
President
Clerk

APPROVED
SEP 7 1956
Walter H. Reynolds
MAYOR

RESOLUTION

OF THE

CITY COUNCIL

AUTHORIZING THE BOARD OF CONTRACT AND SUPPLY TO CONTRACT FOR THE RAZING OF CALHOUN AVENUE SCHOOL, AND RESCINDING RESOLUTION NO. 359.

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 469

Approved September 7, 1956

Resolved,

That the Providence Redevelopment Agency is hereby authorized to enter into an agreement with the Willard Center Realty, Inc. providing for the sale, for commercial purposes of a tract of land consisting of 180,617 sq. ft., more or less, and located in the redevelopment project officially designated as Willard Center Unit Two, Project Area D2-A2, to the said Willard Center Realty, Inc; provided that said agreement shall contain all the terms, conditions, covenants and restrictions necessary to comply with and fulfill the requirements of the Official Redevelopment Plan for Willard Center Unit Two, Project Area D2-A2 and that the agreement, including the purchase price, shall have been approved by the Housing and Home Finance Agency prior to the exercise of this authority.

IN CITY COUNCIL

SEP 6 - 1956

READ and PASSED

Angelo Ciello
President

D. Everett Bradley
Clerk

APPROVED

SEP 7 1956

Walter H. Reynolds
MAYOR

RESOLUTION

OF THE

CITY COUNCIL

A Resolution Authorizing the Providence Redevelopment Agency to enter into an agreement for the disposition of land in the Willard Center Unit Two, Project Area D2-A2.

IN CITY COUNCIL

AUG 2 - 1956

READ AND PASSED

FINANCE

PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3, RHODE ISLAND GASPEE 1-7740

August 29, 1956

Mr. D. Everett Whelan
City Clerk
City Hall
Providence 3, Rhode Island

Re: Project No. UR R.I. 1-3
Resolution authorizing the Providence Redevelopment Agency to enter into an agreement for the sale of land.

Dear Mr. Whelan:

The following information is submitted for your records in support of the resolution, requested of the City Council by the Providence Redevelopment Agency on August 2, 1956, authorizing the Agency to enter into an agreement for the sale of land in the Willard Center Unit Two Project Area D2-A2 to the Willard Center Realty Inc., provided the terms and conditions of the Redevelopment Plan were complied with and provided that the Housing and Home Finance Agency approved the agreement. The resolution was referred to the Finance Committee, which voted, on August 27, 1956, to recommend to the City Council that the resolution be passed.

The Redevelopment Plan for this project area, as approved by ordinance of the City Council, provides, among other things, for a commercial shopping center. It further provides that any owner or tenant of commercial property in the area prior to redevelopment who is desirous of relocating in the project area shall be given every consideration.

Accordingly, this Agency has been conducting negotiations over a considerable period of time with Willard Center Realty Inc., a corporation composed of former owners and tenants of commercial property in the area. Agreement has been reached with the corporation as to the contents of the agreement which contains the necessary covenants and restrictions to assure compliance with the Redevelopment Plan.

The agreement provides for a purchase price of $135,462.75; $6,775.00 to be paid this Agency upon execution of the agreement and the balance of $128,687.75 upon tender of the deed within 30 days from the date of execution of the agreement. A copy of the agreement is attached hereto.

The corporation has the necessary amount of down payment on deposit in a Providence bank and has agreed to deposit in a special account the total purchase price by September 5, 1956.

It has been further tentatively agreed subject to the adoption of the resolution by the City Council that the agreement will be executed on or about September 10, 1956.

The Housing and Home Finance Agency has approved the agreement and the financial arrangements described above and is in accord with our proposal to execute the agreement expeditiously.

The whole-hearted cooperation of the City Council Committee on Finance in this matter is greatly appreciated.

Sincerely yours,

Donald M. Graham
Executive Director
Redevelopment Agency

DMG:fs

Enclosure

August 29, 1956

Mr. D. Everett Whelan
City Clerk
City Hall
Providence 3, Rhode Island

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Sincerely yours,

Donald M. Graham
Executive Director
Redevelopment Agency

DMG:fs

Enclosure

[illegible] degree, [illegible] minutes and twenty seconds (2°52' 20") and run[illegible] North [illegible] degree, [illegible] minutes and no seconds West (N 2[illegible]' 00") and bounding westerly on Bonita Avenue, three hundred twenty-nine and 54/100 (329.54) feet along said westerly line of Bonita Avenue to the point and place of beginning, this lot described line making an interior angle of ninety-four degrees, twenty minutes and no seconds (94° 20' 00") with the line first described herein. Said parcel contains one hundred eighty thousand, one hundred seventeen (180,117) square feet, more or less.

The above described tract is of similar description as being the land shown as Lot [illegible] on a plat entitled "Plat of Land belonging to Presidential Enterprises [illegible] Tract [illegible] Lot [illegible] Block [illegible] Tract Area 12-[illegible]" and filed for record on _____, 197[illegible] in the office of the Recorder of Deeds of the City of [illegible] in Plat Book _____ on Page _____ thereof.

Article. The purchase price shall be One Hundred Ninety Five Thousand Four Hundred Ninety Six and 75/100 ($195,496.75) Dollars which said sum shall be payable as follows:

(a) The sum of Ten Thousand and Three Hundred Ninety-Five and 00/100 ($10,395.00) Dollars shall be paid by the [illegible] to the [illegible] on the day of and contemporaneously with the execution of this agreement, and

(b) The sum of One Hundred Ninety Nine Thousand Six Hundred Ninety-Seven and 75/100 ($199,697.75) Dollars shall be paid by the [illegible] to the [illegible] on the day of the contemporaneously with the tender by the [illegible] to the [illegible] of the deed to the land here fully described in Paragraph [illegible] of this agreement.

(c) The land described in Paragraph [illegible] of this Agreement shall be conveyed by a bargain and sale deed, which deed shall be tendered by the [illegible] to the [illegible] within thirty (30) days of the date hereof.

Article. The above stated deed shall contain the covenants and/or restrictions set forth below which the parties hereto agree are to run with the land:

(a) That the Grantee covenants that it will not in any manner, directly or indirectly, enter into any or execute any covenant or agreement, either written or verbal which will restrict the lease, sub-lease, occupancy or use of any full time, resident, or any other lot owned by the land herein conveyed upon the basis of race, creed or color.

building or buildings to be erected shall not exceed sixty thousand (60,000) square feet, nor shall said building or buildings be erected closer than fifteen (15) feet to the present existing property line of Prairie Avenue, nor shall said building or buildings exceed three stories or forty-five (45) feet in height.

(4) That the Grantee shall construct, erect, and maintain from the date of execution to May 20, 1974, public sidewalks and paths, a public parking and off-street loading area. The public parking and off-street loading area shall be paved with at least two inches of bituminous surface laid on an oil penetrated base and base of gravel, or the equivalent of this in concrete or other surfacing and provided that said parking and off-street loading area shall contain and provide not less than four off-street motor vehicle parking spaces for each one thousand (1000) square feet of floor space area in the building or buildings and provided that in addition to the above the Grantee shall construct and provide, and maintain up to and including May 20, 1974, one, ten (10) feet by twenty five (25) feet loading space with a fourteen (14) feet high clearance for every twenty thousand (20,000) square feet or fraction thereof in excess of four thousand (4,000) square feet of floor area used for such use that involves the receipt or distribution by motor vehicle of material or merchandise and provided further that said parking and off-street loading areas shall be provided and maintained in such manner and also to permit the standing, loading and unloading of vehicles without undue interference with the normal use of vehicular right-of-way and Grantee further agrees that it will, within twenty four (24) months of the date hereof, complete the construction and paving of a parking area upon the premises hereby demised in accordance with the provisions set forth hereinbefore.

(5) That the Grantee, its successors and assigns, lessees, tenants and other users shall have the right to place or install in said granted premises such signs and equipment as it shall find desirable for the conduct of business therein including an exterior sign or signs which

shall pertain only to a use conducted within the building, provided, however, this sign or signs shall not project above the parapet or roof. (3) That above the roof line of shall be at that [illegible], placed parallel to the face of the building, provided, however, that the above limitations shall not apply to a sign, symbol, or device used to identify the building as a whole and provided further that the design of any such identifying device shall be subject to the approval of the Grantor. Further provided that no person other than Grantee or its subtenants, or persons authorized by Grantee shall be permitted to place, or maintain any sign [illegible] above the premises.

(4) That the Grantee agrees that, notwithstanding the provisions of any amendments to the zoning map or ordinance hereafter enacted by the [illegible] City Council it will not use, suffer, permit or allow its grantees, lessees, tenants or subtenants to use, permit, suffer or allow the building erected in accordance with the Grantee's proposal, for any use or business not permitted in the C-1 or C-2 zone in the Zoning Ordinance of the City of Providence enacted September 21, 1951 and all amendments thereto from September 21, 1951 to [illegible] 21, 19[illegible], provided, however, that certain uses not permitted by said Zoning Ordinance in a C-1 or C-2 zone may be permitted in said building if these uses are permitted by the zoning ordinance of the City of Providence on the date of the execution of this Deed, or if these uses are allowed by the Zoning Board of Review of the City of Providence. These uses are as follows:

1. [illegible] building incidental to retail sales on the premises. Such use shall be limited to 1,500 square feet of floor space for each other use in this category.
2. No manufacturing, compounding, processing or treatment of [illegible] products [illegible] is conducted within the building [illegible] of the products on the premises. Such use shall be limited to 1,500 square feet of floor space for each enterprise in this category.

(a) That the Grantee agrees that in no event shall more than five establishments in the first of the above categories and no more than two establishments in the second of the above categories be permitted, allowed or maintained within the said building or buildings on the premises described.

(b) That the Grantee agrees that all business shall be conducted within the building, except for off-street loading and unloading of delivery vehicles and customers' vehicles as may be required.

(c) A covenant that all of the above mentioned restrictions shall apply to and be imposed and binding upon and run with the said land. It being mutually agreed by and between the parties hereto that all of the restrictions except those set forth in subparagraph (a) of this paragraph Nos. 2 shall remain in full force and effect for a period of forty (40) years from July 20, 1971 and shall, during this period, be binding on and upon the Grantee, his one successor and assigns and shall remain a lien and at the expiration of said period shall then cease and become null and void and provided, further, that the covenant set forth in subparagraph (a) of this paragraph No. 2, namely, the covenant prohibiting the erection of any commercial, apartment or other structure restricting the sale, lease, occupancy or other use of the land or any building or buildings thereon upon the basis of race, creed or color shall run for a perpetual length or period of time and shall be binding on the Grantee, his successors and assigns for a perpetual length or period of time.

3. The aforementioned deed shall contain the covenant and restriction as set forth below which shall be binding upon the grantee, his successors and assigns but which the parties hereto agree shall not run with the land:

(a) That the grantee agrees that he will not use or permit to be used the premises for poultry killing, dressing, processing, manufacturing, packaging or

conducting

(e) The Grantor shall furnish to the Grantee on the completion, in manner and form satisfactory to the said Grantee, of the construction set forth in subparagraphs (a), (d), (e), (f) of paragraph [illegible] hereof and the work required to be performed by the Grantor under the provisions of subparagraph (c) of this paragraph a certificate of completion of said construction. This certificate of completion shall be construed as a definition on the part of Grantor that the Grantee has completed the work required to be performed by it under the terms of the aforementioned subparagraphs of paragraph [illegible] and [illegible], in manner and form satisfactory to the Grantee and shall release the Grantee from further liability with respect to said construction, provided, nevertheless, that nothing herein contained shall operate to or be construed in such manner as to release the Grantee or its successors or assigns from complying with the terms of all provisions of paragraphs [illegible], [illegible] and [illegible] not inconsistent herewith.

(d) The Grantor shall have the right, at any time from the execution of this Agreement up to May [illegible], 1974 to enter into or upon the premises for purposes of inspection to ascertain that the Grantee, its successors or assigns are complying with the provisions of subparagraph (b) of paragraph [illegible] of this Agreement.

(e) The Grantee will not transfer its title to or in any manner convey any or all of its right, title or interest in the tract or parcel of land herein conveyed without the written consent of the Grantor prior to such time as the Grantor shall have furnished the Grantee with the certificates of completion referred to in subparagraph (c) hereof, provided however, that the Grantee may, without the consent of the Grantor, execute a mortgage that if said land is encumbered for purposes of obtaining financing. Thereafter the Grantee may transfer title without the consent of the Grantor, provided, however, that all conveyance shall be subject to the covenants and agreements herein contained.

(f) In the event the Grantee through its own fault or neglect does not commence construction of the building referred to in subparagraphs (a), (d) and (e) of paragraph [illegible] within six (6) months of the

date hereof, and after entry of a decree of the Superior Court the land herein conveyed shall revert to and vest in the Grantor, provided, however, in the event title should revert to and vest in the Grantor, the said Grantor shall dispose of said land at public sale, either by public auction or by sealed bid in conformance with procedures and policies set out by the U.S. Housing and Home Finance Agency. If the amount of money realized at said sale, after deducting the expenses and fees of said sale incurred by the Grantor, should equal or exceed the consideration set forth in this deed, then and in that event, the Grantor herein shall pay over to the Grantee the consideration set forth in this deed. If, however, the amount of money realized at said sale should not equal or exceed the consideration set forth in this deed, then and in that event, the Grantor herein shall pay over to the Grantee herein the amount realized at said sale, less all expenses and fees paid or incurred in connection with said sale.

(c) The Grantee shall furnish to the Grantor on or before the date of commencement of construction a bond satisfactory in form and substance to the Grantor in the face value of Six Hundred and Fifty Thousand and 00/100 ($650,000.00) Dollars or in such other amount as is agreed upon by the parties, it being intended that the face value of said bond shall be in an amount equal to the cost of construction of said shopping center. This bond shall be given for the purpose of insuring that the Grantee shall within the time specified in subparagraphs (d) and (e) of paragraph THIRD of this agreement complete the construction of the building, driveway, paths and off-street parking and loading areas set forth in said subparagraphs. The Grantor hereby agrees with the Grantee that this bond may be furnished to the Grantor by the Grantee or by any prime contractor engaged by the Grantee to perform the work called for in subparagraphs (d) and (e) of paragraph THIRD. In the event such bond is furnished by any prime contractor engaged by the Grantee, the said Grantee shall be deemed to have complied with the provisions of this subparagraph if the Grantor and Grantee are designated as the parties to be indemnified or persons insured on said bond.

[illegible] the parties have hereunto set their hands and seals the day and year first above written.

[illegible]

_____
Balcom

[illegible], Jr.

_____
President

[illegible]
Providence, RI.

Before me this [illegible] day of [illegible], 197[illegible], personally appeared [illegible] Barton, Chairman of Providence Redevelopment Agency, and he acknowledged said instrument to be his free act and deed individually and as Chairman of said Providence Redevelopment Agency.

_____
Notary Public

[illegible]
Providence, RI.

Before me this [illegible] day of [illegible], 197[illegible], personally appeared [illegible] to me known and known by me to be the President of Pillsbury Center Realty, Inc., and he acknowledged said instrument to be his free act and deed individually and as President of Pillsbury Center Realty, Inc.

_____
Notary Public

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 470

Approved September 7, 1956

Resolved, DECREED AND ORDERED

That the portion of DeFoe Place from Angell Street to the southerly line of Fones Alley and the portion of Fones Alley from the easterly line of DeFoe Place to a line eighty and two tenths (80.2) feet easterly shown as shaded areas and designated by the letters A-B-C-D and D-E-F-G respectively, on the accompanying plan entitled "Providence, R. I., P.W. Dept. - Engineering Office, City Property Section, Plan No. 061477, Date July 17, 1956" have ceased to be useful to the public and the same are abandoned as public highways and the damage to the abutters is appraised at nothing and so awarded and it is further,

ORDERED, That the Superintendent of Street Signs and Numbers be and he is hereby directed to cause a sign to be placed at each end of the portion of DeFoe Place and at each end of the portion of Fones Alley abandoned as aforesaid, having thereon the words "Not a Public Highway" and it is further,

ORDERED, That after the entry of this order or decree, the City Clerk shall cause a notice thereof to be published in a newspaper, published in the County of Providence, at least once each week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting upon the said portions of DeFoe Place and Fones Alley, which have been abandoned, who is known to reside within this State.

IN CITY COUNCIL

SEP 6 - 1956

READ and PASSED

Angelo Gillo

President

Everett F. Whelan

Clerk

APPROVED

SEP 7 1956

Walter H. Reynolds

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body to declare by appropriate order or decree that:

1) the part of FONES ALLEY westerly of a line eighty and 2/10 (80.2) feet easterly from the easterly line of DeFoe Place, said line being an extension southerly of the westerly boundary of land now or lately of Haralambie G. Cicma and wife, Anna H. Cicma, shown as lot 152 on Tax Assessor's Plat 12 and as lot 14 on that plat entitled "Plat of the division of the Richard Waterman of Coventry Estates ***" recorded in Providence in Plat Book 3 at page 77 and (copy) on Plat Card 97, and

2) the part of DeFOE PLACE southerly of the southerly line of Angell Street,

have ceased to be useful to the public and so to abandon the same as public highways.

In aid of this petition your petitioner respectfully represents:

1) That the reason for seeking the abandonment is to enable your petitioner to integrate said parts of said streets in the development of dormitory units, using said land and adjoining land owned by the petitioner.

2) Your petitioner owns all adjoining land on both sides of said parts of Fones Alley and DeFoe Place.

3) That said parts of Fones Alley and DeFoe Place have never been "accepted" by the City in the sense of rendering the City liable for their maintenance.

4) That the portion of Fones Alley west of DeFoe Place and the portion of DeFoe Place south of Fones Alley were abandoned by the City in February 1955 on petition of this petitioner, and this additional abandonment is desired to make possible an expansion of your petitioner's dormitory building project.

RHODE ISLAND SCHOOL OF DESIGN

By John R. Freeman

By President

PETITION OF:

RHODE ISLAND SCHOOL
OF DESIGN

TO

THE CITY COUNCIL

FOR

ABANDONMENT OF WESTERLY
PART OF FONES ALLEY and
SOUTHERLY PART OF DeFOE
PLACE

FILED
JUL 2 9 57 AM
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

IN CITY
COUNCIL

JUL 5 - 1956

FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Everett Wilson CLERK

Messrs Tanner and
Powers (by request)

The City of Providence — Legislative Department

CITY CLERK'S OFFICE—OFFICIAL MEMORANDUM

Providence, R. I., July 6, 1956

TO: Mr. Meade, City Engineer

SUBJECT: Abandonment of Fones Alley and DeFoe Place.

CONSIDERED BY: Committee on Public Works

ACTION TAKEN: VOTED to refer for study, report and recommendation

Accompanying petition of Rhode Island School of Design.

City Clerk

The City of Providence — Legislative Department

CITY CLERK'S OFFICE—OFFICIAL MEMORANDUM

Providence, R. I., July 6, 1956

TO: City Plan Commission

SUBJECT: Abandonment of Fones Alley and DeFoe Place.

CONSIDERED BY: Committee on Public Works

ACTION TAKEN: VOTED to refer for study, report and recommendation

Accompanying petition of Rhode Island School of Design.

City Clerk

City Plan Commission

Suite 103, City Hall,
Providence 3, Rhode Island

July 11, 1956

Committee on Public Works
City Hall
Providence, R. I.

SUBJECT: Referral No. 835 - ABANDONMENT OF FONES ALLEY AND DEFOE PLACE

Gentlemen:

The subject referral received consideration by the City Plan Commission at a meeting held on Tuesday, July 10, 1956.

This referral is a request for the abandonment of a portion of Defoe Place to the intersection of Fones Alley and 80 feet of Fones Alley easterly from the intersection.

The Commission

VOTED: To table this referral for further consideration and study.

Very truly yours,

Anthony A. Verrecchia
for
FRANK H. MALLEY
DIRECTOR
CITY PLAN COMMISSION

AAV:MMH

c.c. Councilman John Ferreira
Councilman John A. Powers, Jr.

CITY OF PROVIDENCE • RHODE ISLAND • Walter H. Reynolds • Mayor

DEPARTMENT OF PUBLIC WORKS

Charles F. McElroy
Director
John E. Meade
Deputy Director

CITY HALL

July 13, 1956.

Subject: Abandonment of parts of
Fones Alley and DeFoe Place

Mr. Ralph Matera, Chairman
Public Works Committee,
City Hall, Providence, R. I.

Dear Sir:

The parts of Fones Alley and DeFoe Place petitioned for abandonment are narrow unimproved streets which probably would never be received and built.

These streets are of no value to our highway system and we have no objection to the proposed abandonment.

Very truly yours,

John E. Meade

John E. Meade
Dep. Director of Public Works.

JEM:MC.

City Plan Commission

FRANK H. MALLEY, *Director*
DIETER HAMMERSCHLAG, *Senior Planner*
ANTHONY A. VERRECCHIA, *Senior Planner*

Suite 103, City Hall,
Providence 3, Rhode Island

July 25, 1956

Committee on Public Works
City Hall
Providence, R. I.

SUBJECT: Referral No. 835 - ABANDONMENT OF FONES ALLEY AND DEFOE PLACE

Gentlemen:

The subject referral received further consideration by the City Plan Commission at a meeting held on Tuesday, July 24, 1956.

This referral is a request for the abandonment of a portion of Defoe Place to the intersection of Fones Alley and 80 feet of Fones Alley easterly from the intersection.

The Commission

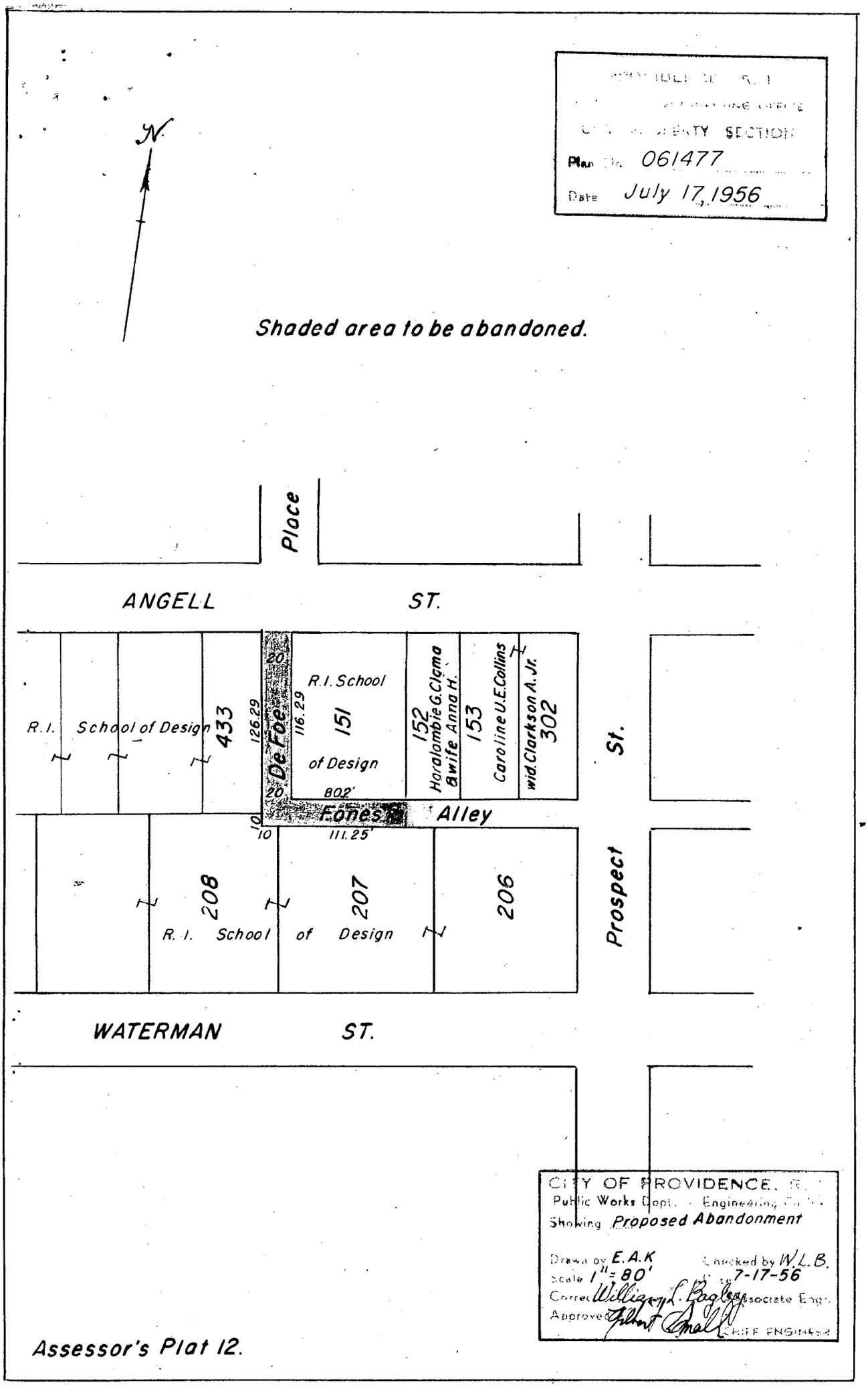
VOTED: To offer no objection to the granting of this petition.

Very truly yours,

FRANK H. MALLEY
CITY PLAN COMMISSION

FHM:MMH

c.c. Councilman John Ferreira
Councilman John A. Powers, Jr.


Plan No. 061477
Date July 17, 1956
N.
Shaded area to be abandoned.
Place
ANGELL ST.
R.I. School of Design
433
126.29
20
De Foe
20
116.29
R.I. School
151
of Design
80.2'
152
Horalambie G. Cigma & wife Anna H.
153
Caroline U.E. Collins
wid. Clarkson A. Jr.
302
St.
Jones Alley
10
10
111.25'
208
207
206
R. I. School of Design
Prospect
WATERMAN ST.
CITY OF PROVIDENCE, R.I.
Public Works Dept. - Engineering Div.
Showing Proposed Abandonment
Drawn by E.A.K
Checked by W.L.B.
Scale 1" = 80'
Date 7-17-56
Correct William L. Bagley Associate Engr.
Approved Gilbert Small CHIEF ENGINEER
Assessor's Plat 12.

768
A-28

COPY

RHODE ISLAND SCHOOL OF DESIGN

Providence 3, Rhode Island

August 30, 1956

City of Providence
City Hall
Providence, R.I.

Attention: Mr. Francis B. McManus,
Assistant City Solicitor

Gentlemen:

Rhode Island School of Design filed on July 2, 1956 a petition requesting the abandonment of:

(1) That portion of Fones Alley not heretofore abandoned westerly of a line eighty and 2/10 (80.2) feet easterly of the easterly line of DeFoe Place, said line being the extension southerly of the westerly line of land now or lately of Haralambie G. Cicma and wife, Anna H. Cicma, more fully described in said petition; and

(2) That portion of DeFoe Place not heretofore abandoned southerly of the southerly line of Angell Street.

While it is not anticipated that any person will be entitled to damages by reason of such abandonment, Rhode Island School of Design agrees that in consideration of the action of the City Council in declaring the abandonment described above, it will indemnify and hold harmless the City of Providence against all judgments for damages to which any person may be finally held entitled in proceedings against the City in connection with such abandonment and for any legal expenses connected with defending or appearing in any such proceeding.

It is understood as a condition of the Rhode Island School of Design's obligation hereunder that the City of Providence shall promptly inform Rhode Island School of Design of the filing of any petitions seeking judgments for

damages under the provisions of Section 33 of Chapter 72 of the General Laws of Rhode Island (1938) or of the institution of any other proceedings whatsoever in connection with such abandonment, and shall afford the School full opportunity in assisting, or at the School's option conducting, the court proceedings, and that unless the School advises you in writing of its assent thereto, no holding that any person is entitled to judgment for damages or other decision of the Superior or District Court shall be considered a final holding until the same has been reviewed and affirmed by the Supreme Court of Rhdde Island.

Very truly yours,

RHODE ISLAND SCHOOL OF DESIGN

By /s/ Murray S. Danforth, Jr.
Treasurer

The City of Providence

CITY SERGEANT'S OFFICE

THIS IS TO CERTIFY, That I have caused the notice, of which a true copy is hereto annexed, to be served upon the following named persons, by handing to each of said persons, or by leaving at their last and usual place of abode in this State a true copy of said notice, to wit:- FONES ALLEY, westerly of a line 80.2 feet east from the easterly line of DeFoe Place, and DeFOE PLACE, south of the southerly line of Angell Street:

Abandonment of a part of:

Plat 12

Lot	Owner	Address
433	R. I. School of Design	224 Benefit Street
208	"	"
207	"	"
151	"	"
153	"	"
302	"	"
152	Haralambie J. Cicma & wf. Anna H.	63 Angell Street

Aaron Ackerman
Asst City Sergeant

Personal notice was served upon every owner of land abutting said portion of Fones Alley and DeFoe Place after the entry of this Order and Decree.

Bernard Patton
Deputy Sergeant