



TRAFFIC ENGINEERING DEPARTMENT

ROGER T. CHANDLER
Traffic Engineer
EDWIN F. COLBY
Assistant Traffic Engineer

147 Fountain Street
Providence 3, R. I.

August 3, 1961

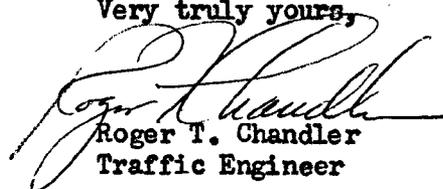
Honorable City Council
City Hall
Providence, R.I.

Gentlemen;

We have completed our investigation of your request to eliminate the "No Standing 4PM to 6PM" regulation on Cranston Street.

As you know, this regulation was established because of the narrow width of Cranston Street and the heavy volumes of traffic which use this street, especially between the hours of 4PM and 6PM. A comparison of recent volume counts on this street with counts taken in 1956 shows that there is no decrease in traffic using this street. Therefore we do not recommend the elimination of this regulation.

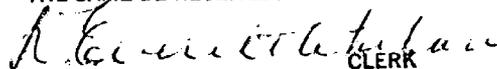
Very truly yours,


Roger T. Chandler
Traffic Engineer

CFA/cb

IN CITY COUNCIL
AUG 10 1961

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


CLERK

To the Honorable City Council of the City of Providence:

The undersigned, the Board of Tax Assessment Review of the City of Providence, respectfully reports to the City Council of the City of Providence that pursuant to the provisions of Section 12 of Chapter 1665 of the Public Laws of 1945, as amended, said Board of Tax Assessment Review...

457



CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

DEPARTMENT OF HEALTH

Joseph Smith, M. D.
Superintendent of Health
Ex-officio
City Registrar
Inspector of Milk

161 FOUNTAIN ST.,
PROVIDENCE 3, R. I.

Mayor Walter H. Reynolds
City Hall
Providence 3, Rhode Island

Dear Mr. Mayor:

In accordance with City Law, I have appointed Joseph C. Flynn, M. D., Deputy Supt. of Health and Deputy City Registrar, effective July 31, 1961.

Respectfully yours,

Joseph Smith
Joseph Smith, M. D.,
Superintendent of Health

AUGUST
four
19 61

cc: City Council

IN CITY COUNCIL
AUG 10 1961

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

Robert Whelan
CLERK

Original

1960,19 564 205 Vet.
Ernest & Julia Stravato,
Carmine & Regina D'Ambra
740 Cranston St.

12 930 Real Estate \$465.27 Total Tax

Correction #60-8
1960,19 564 205 Vet.
Ernest & Julia Stravato,
Carmine & Regina D'Ambra
740 Cranston St.

12 180 Real Estate \$436.02 Total Tax

Lot 927 Bldg. 3 500

Assessors Plat 43
Should be Bldg. 2 750

Original

1960,02 044 001
William Balderson &
Dorothy Balderson
183 Sinclair Av.

11 630 Real Estate \$453.57 Total Tax

Correction #60-9
1960,02 044 001
William Balderson &
Dorothy Balderson
183 Sinclair Av.

10 630 Real Estate \$414.57 Total Tax

Lot 254 Bldg. 9 500

Assessors Plat 61
Should be Bldg. 8 500

Original

1960,18 333 188
Frank J. Roe &
wf. Edith E.
53 Whitmarsh St.

12 880 Real Estate \$502.32 Total Tax

Correction #60-10
1960, 18 333 188
Frank J. Roe &
wf. Edith E.
53 Whitmarsh St.

12 030 Real Estate \$469.17 Total Tax

Lot 204 Bldg. 3 850

Assessors Plat 30
Should be Bldg 3 000

Original

1960, 01 205 405 Vet.
Michael Arciero
777 Smith St.

38 140 Real Estate \$1 487.46 Total Tax

Correction #60-11
1960 01 205 405 Vet.
Michael Arciero
777 Smith St.

33 140 Real Estate \$1 292.46 Total Tax

Lot 12 Bldg 35 000

Assessors Plat 120
Should be Bldg 30 000

Original

1960 02 208 200
Vartooki Berberian
75 Ocean St. 5 110 Real Estate \$199.29 Total Tax

Correction #60-12
1960 02 208 200
Vartooki Berberian
75 Ocean St. 4 040 Real Estate \$157.56 Total Tax

Lot 383 Bldg 4 070 assessors Plat 48
Should be Bldg 3 000

Original

1960 03 095 190
Maria C. Capaldo
22 Sunset Av. 22 640 Real Estate \$882.96 Total Tax

Correction #60-13
1960 03 095 190
Marie C. Capaldo
22 Sunset Av. 22 260 Real Estate \$868.14 Total Tax

Lot 66 Land 740 Assessors Plat 115
Should be Land 360

Original

1960 04 201 600
Nicola DelVicario &
wf. Edith D.
18 Hooker St. 13 610 Real Estate \$530.79 Total Tax

Correction #60-14
1960 04 201 600
Nicola DelVicario &
wf. Edith D.
18 Hooker St. 13 370 Real Estate \$521.43 Total Tax

Lot 178 Bldg 240 Assessors Plat 129
Should be 0

Original

1960 04 233 750
Frank Derccle &
wf. Natalena
317 Heather St.
Cranston R.I. 5 350 Real Estate \$208.65 Total Tax

Correction #60-15
1960 04 233 750
Frank Dercole &
wf. Natalena
317 Heather St.
Cranston R.I. 3 350 Real Estate \$130.65 Total Tax

Lot 398 Bldg 4 500 Assessors Plat 110
Should be Bldg. 2 500

Original

1960 06 260 835
 Costanzo Fraioli &
 wf. Carolina
 5 Bradley St. 8 720 Real Estate \$340.08

Correction #60 -16

1960 06 260 835
 Costanzo Fraioli &
 wf. Carolina
 5 Bradley St. 8 020 Real Estate \$312.78 Total Tax

Assessors Plat 81

Lot 114 Bldg 8 000

Should be Bldg 7 300

Original

1960 11 017 001
 Bessie Kaplan
 1224 Broad St. 9 780 Real Estate \$381.42 Total Tax

Correction #60-17

1960 11 017 001
 Bessie Kaplan
 1224 Broad St. 8 740 Real Estate \$340.86

Assessors Plat 52

Lot 283 Bldg 7 440

Should be Bldg. 6 400

Original

1960 11 036 155
 Dora Kaufman
 41 Douglas Av. 7 940 Real Estate \$309.66 Total Tax

Correction #60-18

1960 11 036 155
 Dora Kaufman
 41 Douglas Av. 7 390 Real Estate \$288.21 Total Tax

Assessors Plat 68

Lot 492 Bldg 6 050

Should be Bldg 5 500

Original

1960 13 597 690
 Nunzio Micale &
 wf. Marie
 24 Stone St. 5 400 Real Estate \$210.60 Total Tax

Correction #60-19

1960 13 597 690
 Nunzio Micale &
 wf. Marie
 24 Stone St. 4 400 Real Estate \$171.60 Total Tax

Assessors Plat 71

Lot 270 Bldg. 4 500

Should be 3 500

Original

1960 13 655 705 Vet.
Joseph Miragliuolo &
wf. Margaret
408 Potters Av.

6 980 Real Estate \$238.68 Total Tax

Correction #60-20

1960 13 655 705 Vet.
Joseph Miragliuolo &
wf. Margaret
408 Potters Av.

6 460 Real Estate \$218.40 Total Tax

Assessors Plat 49

Lot 514 Bldg. 5 520

Should be Bldg. 5 000

Original

1960 13 733 352 Vet.
Thomas C. Moran &
wf. Virginia
303 Swan St.

14 930 Real Estate \$548.73 Total Tax

Correction #60-21

1960 13 733 352 Vet.
Thomas C. Moran &
wf. Virginia
303 Swan St.

14 490 Real Estate \$531.57 Total Tax

Assessors Plat 48

Lot 210 Bldg. 6 820

Should be 6 380

Original

1960 16 041 739
Panden Realty, Inc.
12 Westminster St.

48 740 Real Estate \$1 900.86 Total Tax

Correction #60-22

1960 16 041 739
Panden Realty, Inc.
12 Westminster St.

48 260 Real Estate \$1 882.14 Total Tax

Assessors Plat 52

Lot 525 Bldg. 9 480

Should be Bldg 9 000

Original

1960 16 223 251
Lawrence R. Petrosinelli &
wf. Vincenza
76 Crandall St.

8 780 Real Estate \$342.42 Total Tax

Correction #60-23

1960 16 223 251
Lawrence R. Petrosinelli &
wf. Vincenza
76 Crandall St.

8 380 Real Estate \$326.82 Total Tax

Assessors Plat 79

Lot 242 Bldg. 8 000

Should be 7 600

Original

1960 19 041 478
Henry L. Samson &
wf. Blanche A.
93 Fairmount St.

12 940 Real Estate \$471.12 Total Tax

Correction #60-24

1960 19 041 478
Henry L. Samson &
wf. Blanche A.
93 Fairmount St.

12 440 Real Estate \$451.62 Total Tax

Lot 615 Bldg. 11 500

Assessors Plat 95
Should be Bldg. 11 000

Original

1960 19 078 459
Florence Sarian &
Susan Doudourian
95 Narragansett St.
Cranston R. I.

6 490 Real Estate \$253.11 Total Tax

Correction #60-25

1960 19 078 459
Florence Sarian &
Susan Doudourian
95 Narragansett St.
Cranston R. I.

5 270 Real Estate \$205.53 Total Tax

Lot 294 Bldg 5 720

Assessors Plat 69
Should be Bldg. 4 500

Original

1960 19 211 315
Denis J. Shanahan &
wf. Nora
176 Holden St.

8 550 Real Estate \$333.45 Total Tax

Correction #60-26

1960 19 211 315
Denis J. Shanahan &
wf. Nora
176 Holden St.

8 000 Real Estate \$312.00 Total Tax

Lot 671 Bldg 7 700

Assessors Plat 68
Should be Bldg. 7 150

Original

1960 01 194 350
Elizabeth L. Appleget
Round Hill Rd.
Greenwich, Conn.

78 510 Real Estate \$3 061.89 Total Tax

Correction #60-27

1960 01 194 350
Elizabeth L. Appleget
Round Hill Rd.
Greenwich, Conn.

66 510 Real Estate \$2 593.89 Total Tax

Lot 207 Bldg 60 000

Assessors Plat 41
Should be Bldg 48 000

Original

1960 03 344 600
Josephine Ciaccio
160 Almy St. 13 420 Real Estate \$523.38 Total Tax

Correction #60-28

1960 03 344 600
Josephine Ciaccio
160 Almy St. 10 420 Real Estate \$406.38 Total Tax

Lot 191 Bldg. 11 500
Assessors Plat 33
Should be Bldg 8 500

Original

1960 07 260 090
Gold Smith Realty Co.
210 Allens Av. 71 930 Real Estate \$2 805.27 Total Tax

Correction #60-29

1960 07 260 090
Gold Smith Realty Co.
210 Allens Av. 67 610 Real Estate \$2 636.79 Total Tax

Lot 164 Land 11 520
Assessors Plat 24
Should be Land 7 200

Original

1960 09 096 100
Giovanni Izzo &
wf. Teresina
117 Grove St. 16 190 Real Estate \$631.41 Total Tax

Correction #60-30

1960 09 096 100
Giovanni Izzo &
wf. Teresina
117 Grove St. 15 840 Real Estate \$617.76 Total Tax

Lot 82 Bldg. 3 850
Assessors Plat 21
Should be 3 500

Original

1960 15 129 702
Joseph J. Owens &
wf. Rose
63 Beaufort St. 46 210 Real Estate \$1 802.19 Total Tax

Correction #60-31

1960 15 129 702
Joseph J. Owens &
wf. Rose
63 Beaufort St. 45 210 Real Estate \$1 763.19

Original

1960 18 083 403
Anna V. Reilly &
Dorothy L. McDavitt
58 Hilltop Av. 7 570 Real Estate \$295.23 Total Tax

Correction #60-32

1960 18 083 403
Anna V. Reilly &
Dorothy L. McDavitt
58 Hilltop Av. 7 070 Real Estate \$275.73 Total Tax

Lot 113 Bldg. 5 500
Assessors Plat 29
Should be \$5 000

Original

1960 04 034 215
Vito D'Ambra &
wf. Mary
24 Laban St. 9 940 Real Estate \$387.66 Total Tax

Correction #60-33

1960 04 034 215
Vito D'Ambra &
wf. Mary
24 Laban St. 9 440 Real Estate \$368.16 Total Tax

Lot 351 Land 1 000

Assessors Plat 105
Should be Land 500

Original

1960,02 024 850
Marshall A. Bailey &
wf. Mary R.
1155 North Main St. 14 780 Real Estate \$576.42 Total Tax

Correction #60-34

1960, 02 024 850
Marshall A. Bailey &
wf. Mary R.
1155 North Main St. 13 300 Real Estate \$518.70 Total Tax

Lo 80 Land 11 780

Assessors Plat 73
Should be Land 10 300

Original

1960 02 451 600
John F. Brennan &
wf. Catherine
901 No. Main St. 13 140 Real Estate \$512.46 Total Tax

Correction #60-35

160 02 451 600
John F. Brennan &
wf. Catherine
901 No. Main St. 12 060 Real Estate \$470.34 Total Tax

Lot 23 Land 8 580

Assessors Plat 5
Should be Land 7 500

Original

1960 02 543 850
Michael Buben &
wf. Pauline C.
1187 No. Main St. 13 780 Real Estate \$537.42 Total Tax

Correction #60-36

160 02 543 850
Michael Buben &
wf. Pauline C.
1187 No. Main St. 12 480 Real Estate \$486.72 Total Tax

Lot 24 Land 10 300

Assessors Plat 73
Should be Land 9 000

Original

1960 03 633 600
 Patrick Costello &
 wf. Ethel P.
 684 No. Main St. 34 050 Real Estate \$1 327.95 Total Tax

Correction #60-37

1960 03 633 600
 Patrick Costello &
 wf. Ethel B.
 684 No. Main St. 29 470 Real Estate \$1 149.33 Total Tax

Assessors Plat 2

Lot 329 Land 12 460 Should be Land 7 880

Original

1960 04 494 600
 Rosa H. Droz
 1055 No. Main St. 16 020 Real Estate \$624.78 Total Tax

Correction #60-38

1960 04 494 600
 Rosa H. Droz
 1055 No. Main St. 14 540 Real Estate \$567.06 Total Tax

Assessors Plat 73

Lot 290 Land 11 820 Should be Land 10 340

Original

1960 06 184 400
 Catherine G. Flemming
 1059 No. Main St. 17 780 Real Estate \$693.48 Total Tax

Correction #60-39

1960 06 184 400
 Catherine G. Flemming
 1059 No. Main St. 16 600 Real Estate \$647.40 Total Tax

Assessors Plat 73

Lot 299 Land 9 380 Should be Land 8 200

Original

1960, Vet. 13 292 600
 Herbert F. Maxwell &
 wf. Rose E.
 1180 No. Main St. 9 660 Real Estate \$357.24 Total Tax

Correction #60-40

1960, Vet. 13 292 600
 Herbert F. Maxwell &
 wf. Rose E.
 1130 No. Main St. 8 600 Real Estate \$315.90 Total Tax

Assessors Plat 75

Lot 215 Land 8 460 Should be Land 7 400

Original

1960, 18 261 200 Vet.
 George W. Riendeau
 1157 No. Main St. 14 060 Real Estate \$509.34 Total Tax

Correction #60-41

1960, 18 261 200 Vet.
 George W. Riendeau
 1157 No. Main St. 12 760 Real Estate \$458.64 Total Tax

Assessors Plat 73

Lot 79 Land 10 340 Should be Land 9 040

Original

1960, 21 016 700
 University Realty Corporation
 209 Washington St.
 Boston 8, Mass. 50 000 Real Estate \$1950.00 Total Tax

Correction #60-42

1960, 21 016 700
 University Realty Corporation
 209 Washington St,
 Boston 8, Mass. 41 870 Real Estate \$1632.93 Total Tax

Assessors Plat 20

Lot 142 Land 50 000 Should be Land 41 870

Original

1960, 18 094 200
 Remax Realty Co.
 148 Washington St. 744,480 Real Estate \$29034.72 Total Tax

Correction #60-43

1960, 18 094 200
 Remax Realty Co.
 148 Washington St. 723,980 Real Estate \$28235.22 Total Tax

Assessors Plat 25

Lot 335 Land 264 880 Should be Land 244 380

Original

1960, 15 123 490
 Jos. M. P. Ott & wf. Pauline
 P. O. Box 622
 Pawt. R. I. 39,580 Real Estate \$1543.62 Total Tax

Correction #60-44

1960, 15 123 490
 Jos. M. P. Ott & wf. Pauline
 P. O. Box 622
 Pawt. R. I. 30,580 Real Estate \$1192.62 Total Tax

Assessors Plat 10

Lot 532 Bldg. 30 000 Should be Bldg. 21 000

Respectfully submitted,

Joseph A. Cuzzo
Joseph Benjamin Levin
John Gleason

IN CITY COUNCIL
AUG 10 1961

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

Benjamin Levin
 CLERK

CTFBK

THE STATE RECORDED
AND PUBLIC LIBRARY

100 10 100
IN CITY COUNCIL

JUN 19 9 19 AM '61

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

PROVIDENCE, R.I.

TO THE HONORABLE THE CITY CLERK
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

FROM THE CITY CLERK

RE: [Illegible]

[The remainder of the document contains several paragraphs of extremely faint, illegible text, likely representing a formal letter or official communication.]

CHESTER R. MARTIN
Chairman
 MORRIS S. WALDMAN
Vice Chairman
 TIMOTHY A. PURCELL
Secretary
 ALBERT HARKNESS
 EDMUND M. MAURO

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • TEMPLE 1-6550

JAMES F. REYNOLDS
Executive Director

August 7, 1961

REPORT TO THE CITY COUNCIL

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

Gentlemen:

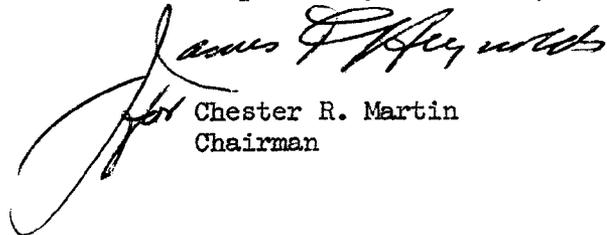
The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 12 of Chapter 1044 of the Ordinances of the City of Providence, approved July 12, 1956 and Title 45, Chapter 32, Section 5 of the General Laws of Rhode Island, 1956, hereby reports concerning the proposed sale of real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

This Agency proposes to sell to Adolf Meller Company, 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.

Adolf Meller Company, the prospective purchaser, manufacturer of optical items used in satellites and missiles, proposes to erect a building of approximately 10,000 square feet and contemplates employment of approximately thirty (30) persons.

The proposed sale is for 41,024 square feet of land at 85¢ per square foot for a sale price of \$34,870.40.

Respectfully submitted,



Chester R. Martin
 Chairman

CRM:aac IN CITY COUNCIL

AUG 10 1961

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

N. E. ...
 CLERK

AGREEMENT

AGREEMENT made this day of , 1961 , 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 ADOLF MELLER COMPANY, a Rhode Island corporation 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 , 19 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 Four Thousand Eight Hundred Seventy Dollars and 40/100 (\$34,870.40) Dollars, of which Three Thousand Four Hundred and Eight Seven and 04/100 (\$3,487.04) Dollars have been paid this day and Thirty One Thousand Three Hundred Eighty Three and 36/100 (\$31,383.36) 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 aforescribed premises shall be made subject to the following easements or rights-of-way:

See Appendix C

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, 1960 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

19 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. 905 of the Agency adopted July 25, 1961.

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: _____

APPENDIX "C"

Railroad Right of Way

The conveyance of the premises described in appendix "A" hereof shall be made subject to a right-of-way for railroad purposes granted by the Providence Redevelopment Agency to the City of Providence in that certain instrument dated 3rd day of March, 1959 and recorded in the office of the Recorder of Deeds of the City of Providence in Deed Book 1087 at Page 11.

The Buyer agrees that he shall bear a proportionate amount of the costs of maintenance and repair of the railroad lead track and appurtenances thereto from and including the northerly abutment of the bridge spanning the West River to the lead track's southerly termination as described in the above cited Railroad Right of Way granted to the City of Providence by the Agency.

The method of determining the share of the maintenance and repair costs of the Buyer, his successors, assigns, or grantees shall be based on the following formula: The number of cars used by the Buyer, his successors, assigns, lessees or tenants during the preceding year ending December 31st over the total number of cars used by all users of said lead track, shall be the ratio of the Buyer's, his successors' or assigns' cost of the total charges for maintenance and repairs actually made.

Only maintenances and repairs deemed necessary by the City of Providence, its successors or assigns for the proper operation of said lead track shall be made. Payment of such maintenance and repairs costs shall be made by the Buyer, his successors, assigns or

grantees to the City of Providence or its duly designated agent, representative or assign within 30 days from billing date.

The Buyer, his successors, assigns, or grantees shall be responsible for the installation of necessary spur tracks on the real property owned by him within the project area, and all maintenance and repairs therefor.

The Buyer further agrees that he shall make provision in a written instrument, duly binding, that any successor in interest, assignee, or grantee of the Buyer shall assume and be responsible for the costs of maintenance and repair of the lead track and appurtenances thereto that the Buyer himself has agreed to bear pursuant to the terms hereof.

These conditions shall be incorporated in the deed consummating this sales agreement.

Faint, illegible text, possibly a letter or document header.

Aug 7 12 24 PM '61
CITY LETTERS OFFICE
PROVIDENCE, R.I.