

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 75

Approved February 26, 1982

RESOLVED, That His Honor the Mayor is hereby authorized to execute a Deed of Conveyance to John J. Orr & Son, Inc., Municipal Pier, Providence, Rhode Island, of that certain lot or parcel of land comprising an area of approximately 49,716.67 square feet of land, more or less, on Lot 281, as set forth and delineated on City Assessor's Plat 56.

In exchange for the execution of said Deed of Conveyance and in reliance thereon by the City of Providence, it is hereby provided that said conveyance is to be made subject to the following conditions: that all expenses incurred in the construction of any new facility for the use of John J. Orr & Son, Inc. or its successors shall be borne by John J. Orr & Son, Inc. or its successors; that all expenses incurred by John J. Orr & Son, Inc. or its successors in relocating from its existing maintenance facility to said new facility shall be borne by John J. Orr & Son, Inc. or its successors; that all improvements constructed or erected by John J. Orr & Son, Inc. on those parcels of land designated as Lots 264 and 311 on City Assessor's Plat 56 shall be left intact by the said John J. Orr & Son, Inc. or its successors upon vacating said premises and said improvements shall revert to and become the property of the City of Providence.

It is further provided that the following clauses be made part of said Deed of Conveyance:

It is hereby agreed, understood and stipulated by and between the parties that if ever John J. Orr & Son, Inc. or its successors offer the said premises hereby conveyed, or any improvements constructed thereon, for sale, then the City of Providence shall have the first right to purchase said premises or improvements, at fair market value. In order that the City of Providence may effectively exercise said right, John J. Orr & Son, Inc. or its successors shall, prior to offering said premises or improvements for sale, notify the City of Providence of its intention to offer the premises or improvements for sale. Notice is to be sent by certified mail, return receipt requested, addressed to the Mayor of the City of Providence. If said premises or improvements are sold by John J. Orr & Son, Inc. or its successors to any party

other than the City of Providence, without having first complied with the above notice requirements, then said sale shall be void and of no legal effect.

In the event that the City of Providence does exercise its right to purchase but that the parties cannot agree as to fair market value, it shall be fixed and determined by a majority of three (3) disinterested persons--one chosen by the Mayor for the time being of the City of Providence, the other by John J. Orr & Son, Inc. or its successors, and the third by the two (2) so chosen; the decision of said majority is to be final and binding upon the parties hereto, and the cost of said arbitration to be borne equally by the parties.

In case the two (2) arbitrators chosen by the respective parties cannot agree upon a third person, then such third person to be appointed by the Presiding Justice of the Superior Court for the Counties of Providence and Bristol, upon petition filed by either party.

Said conveyance is to be further made under such terms and conditions as may be provided for by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL
FEB 4 1982

READ and Laid on Clerk's Desk

Rose M. Mendonca CLERK

IN CITY COUNCIL

FEB 18 1982
READ AND PASSED

Robert L. Dupuch PRES.

Rose M. Mendonca CLERK

APPROVED
FEB 26 1982
James A. Cianci
MAYOR

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
The Within Resolution

Rose M. Meadows
Clerk Chairman

January 25, 1982

RECEIVED
CITY CLERK
JAN 25 1982

RECEIVED
CITY CLERK
JAN 25 1982

RECEIVED
CITY CLERK
JAN 25 1982

City Clerk

RAF

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF PROVIDENCE, a municipal corporation, created by the General Assembly of the State of Rhode Island, in the County of Providence, in said State, in exchange for the execution of this deed of conveyance, and in reliance thereon by the City of Providence, does hereby grant, bargain, sell and convey unto JOHN J. ORR & SON, INC., a Rhode Island corporation, its successors and assigns forever in fee simple, that certain tract or parcel of land situated in the Fields Point Section of the City of Providence, R.I., shown as cross-hatched area, and designated by the letters A-B-C-D-A on the accompanying plan, entitled "Providence, R.I., P.W. Dept.-Engineering Office, City Property Section Plan No. 064178, Date January 28, 1982", bounded and described as follows:

Beginning at a point on the easterly line of Fields Point Drive, said point being the northwesterly corner of herein described parcel and point marked "A" on the accompanying plan;

thence in a generally easterly direction two hundred and twelve and $\frac{81}{100}$ (212.81') feet to point marked "B" on the accompanying plan;

thence in a generally southerly direction bounded westerly by Lot 269 on City of Providence Assessor's Plat 56, two hundred and fifty (250.00') feet to point marked "C" on the accompanying plan;

thence westerly along a line ten (10.00') feet and parallel with the center line of railroad siding to the easterly line of Fields Point Drive and point marked "D" on the accompanying plan;

thence in a generally northerly direction along the easterly line of Fields Point Drive, two hundred and seventeen and $\frac{24}{100}$ (217.24') feet to the northwesterly corner of herein described parcel and point marked "A" on the accompanying plan; said point being place of beginning.

Said parcel of land contains 49,716.67 square feet of land, or 1.14 acres.

Said parcel is further described as a portion of Lot 281 on City Assessor's Plat 56.

This conveyance is made subject to the following conditions:

That all expenses incurred in the construction of any new facility for the use of JOHN J. ORR & SON, INC., or its

successors, shall be borne by JOHN J. ORR & SON, INC., or its successors; that all expenses incurred by JOHN J. ORR & SON, INC., or its successors in relocating from its existing maintenance facility to said new facility, shall be borne by JOHN J. ORR & SON, INC., or its successors;

That all improvements constructed or erected by JOHN J. ORR & SON, INC. on those parcels of land designated as Lots 264 and 311 on City Assessor's Plat 56 shall be left intact by the said JOHN J. ORR & SON, INC., or its successors, upon vacating said premises, and said improvements shall revert to and become the property of the CITY OF PROVIDENCE.

The following clauses are made part of this deed of conveyance:

It is hereby agreed, understood and stipulated by and between the parties that if ever JOHN J. ORR & SON, INC., or its successors, offer the said premises hereby conveyed, or any improvements constructed thereon, for sale, then the CITY OF PROVIDENCE shall have the first right to purchase said premises or improvements, at fair market value. In order that the CITY OF PROVIDENCE may effectively exercise said right, JOHN J. ORR & SON, INC., or its successors shall, prior to offering said premises or improvements for sale, notify the CITY OF PROVIDENCE of its intention to offer the premises or improvements for sale. Notice is to be sent by Certified Mail, Return Receipt Requested, addressed to the Mayor of the City of Providence. If said premises or improvements are sold by JOHN J. ORR & SON, INC., or its successors, to any party other than the CITY OF PROVIDENCE, without having first complied with the above notice requirements, then said sale shall be void and of no legal effect.

In the event that the CITY OF PROVIDENCE does exercise its right to purchase, but that the parties cannot agree as to fair market value, it shall be fixed and determined by a majority of three (3) disinterested persons--one chosen by the Mayor for the time being of the CITY OF PROVIDENCE, the other by JOHN J.

ORR, & SON, INC., or its successors; and the third, by the two (2) so chosen; the decision of said majority is to be final and binding upon the parties hereto, and the cost of said arbitration to be borne equally by the parties.

In case the two (2) arbitrators chosen by the respective parties cannot agree upon a third person, then such third person to be appointed by the Presiding Justice of the Superior Court for the Counties of Providence and Bristol, upon petition filed by either party.

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto appertaining, unto and to the use of the said JOHN J. ORR & SON, INC., or its successors forever in fee simple.

This Deed is authorized by City Council Resolution No. 75, Approved February 26, 1982.

IN WITNESS WHEREOF, the said CITY OF PROVIDENCE has caused these presents to be signed, and its corporate seal to be hereunto affixed by VINCENT A. CIANCI, JR., its Mayor, thereunto duly authorized, this 15th day of April, 1982.

CITY OF PROVIDENCE

BY Vincent A. Cianci, Jr.
MAYOR

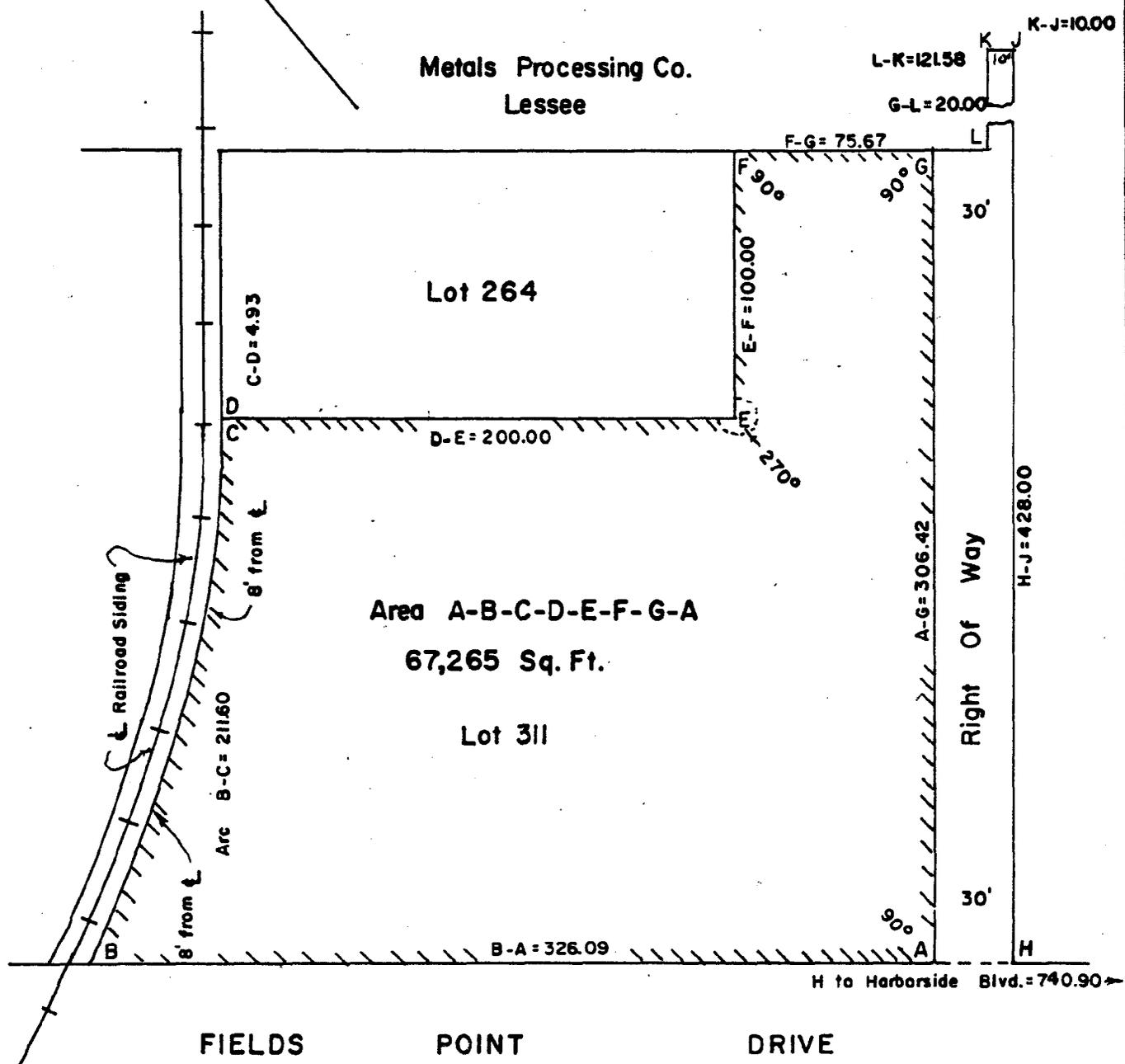
STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence, in said County, on the 15th day of April 1982, before me personally appeared the above-named VINCENT A. CIANCI, JR., Mayor of the City of Providence, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed in his said capacity and the free act and deed of the CITY OF PROVIDENCE.

CORRECT IN FORM AND SATISFACTORY TO ME.

John Rotondi, Jr.
ACTING CITY SOLICITOR

PROVIDENCE R. I.
 P. W. DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064177
 Date January 28, 1982



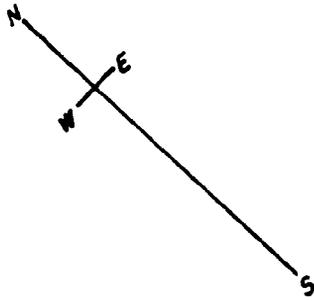
Total Area to be leased 67,265 Sq.Ft.
 or 1.544 Acres. (A-B-C-D-E-F-G-A)

Note:

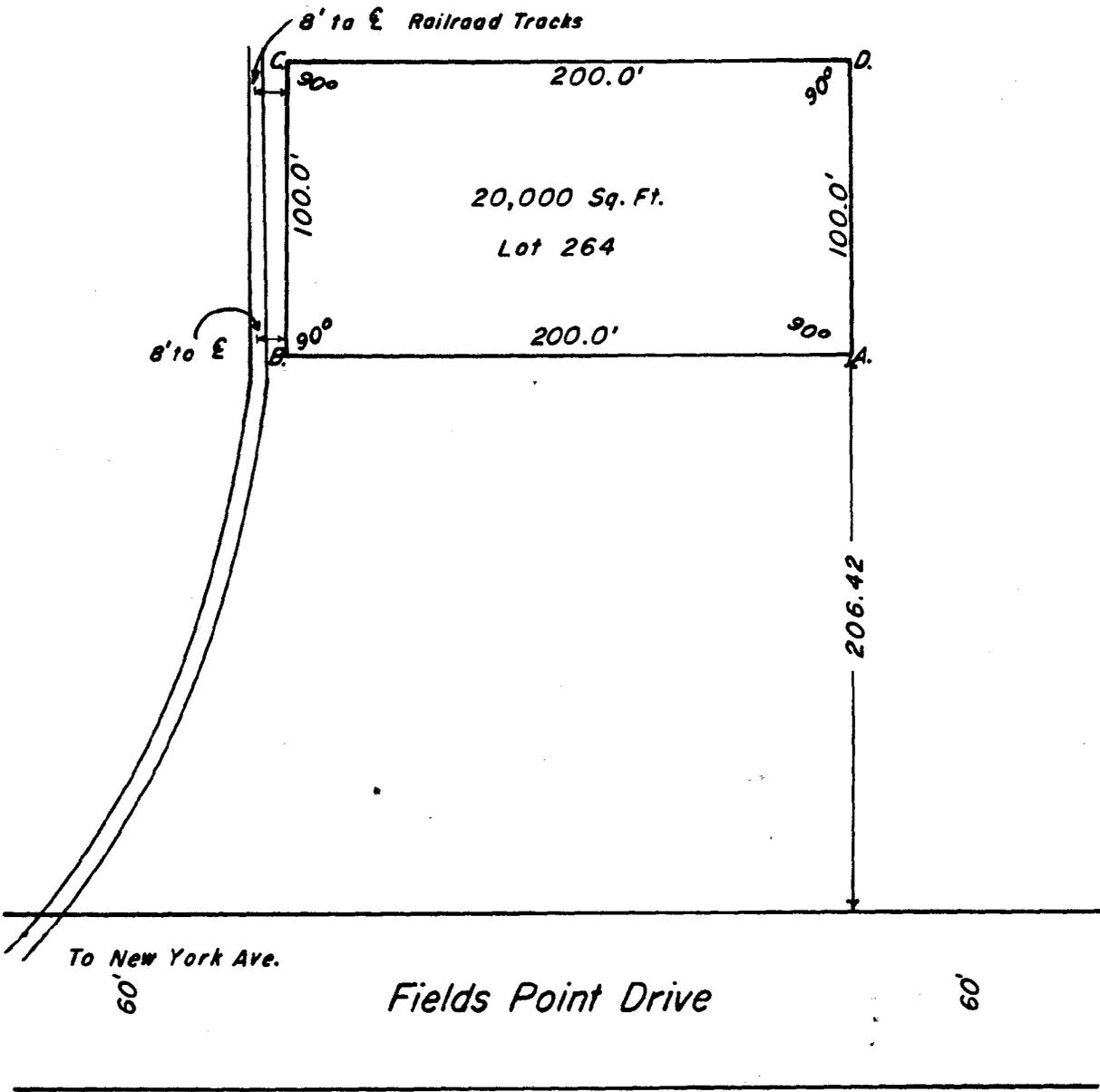
Area Lettered A-G-L-K-J-H-A Indicates
 Proposed Utility & Vehicle Right Of Way
 To Metals Processing Co.

Lot Numbers From Assessor's Plat 56

CITY OF PROVIDENCE, R. I.
 Public Works Dept. Engineering Office
 Planning Proposed Lease
 Drawn by L.D.A. Checked by R.J.Q.
 Scale 1"=360' Date Jan. 28, 1982
 [Signature] Associate Engr.
 [Signature] CHIEF ENGINEER



PROVIDENCE R. I.
P. W. DEPT. ENGINEERING OFFICE
CITY PROPERTY SECTION
Plan No. 064179
Date February 1, 1982



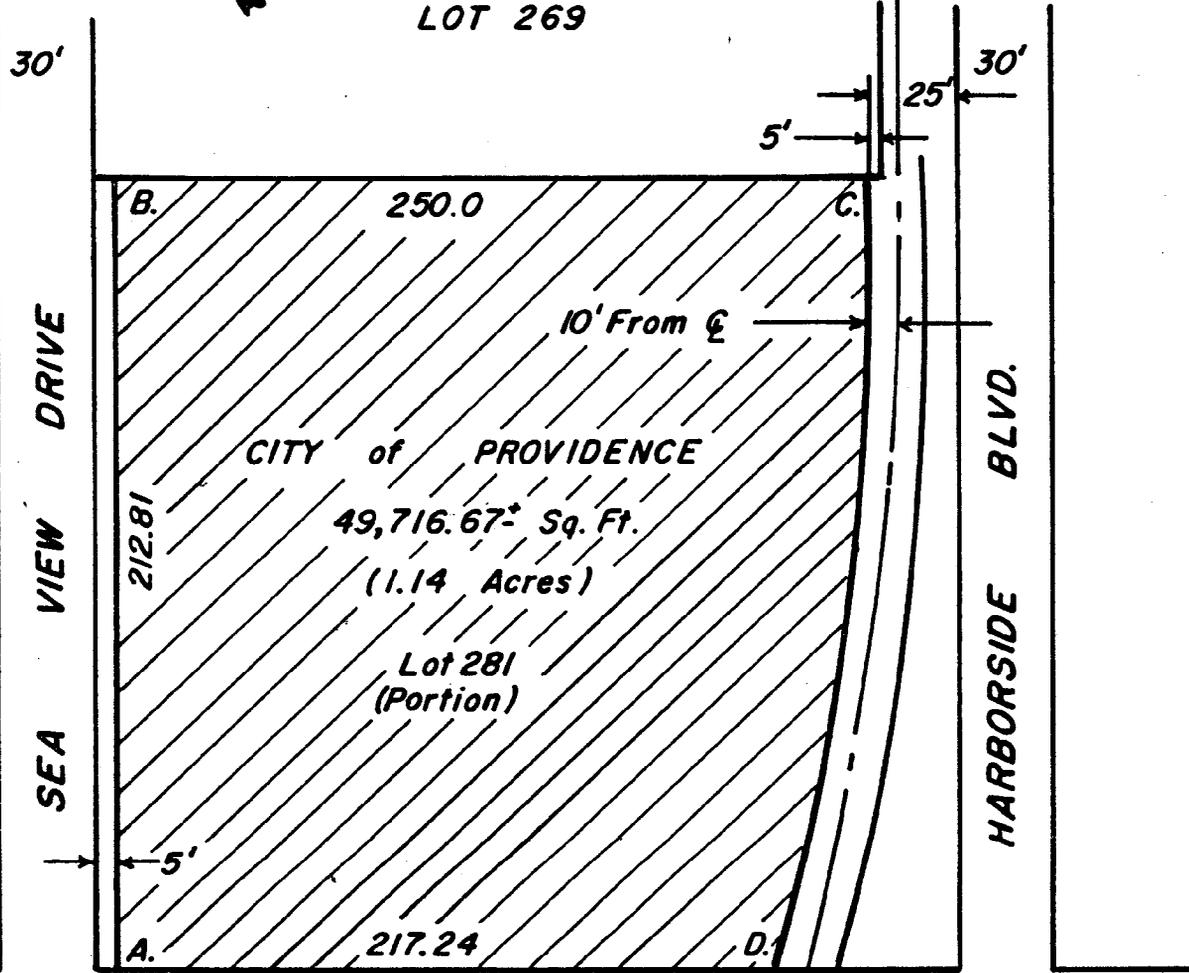
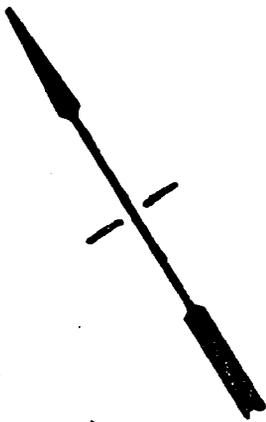
Note:

Area Lettered (A-B-C-D-A) Indicates Proposed Lease

Lot Number From Assessor's Plat 56

CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Showing Proposed Lease of Land at
Fields Point
Drawn by J.T.M. Checked by R.J.Q.
Scale 1"=50' Date 2-1-82
Corrected [Signature] Associate Engr.
Approved [Signature] CHIEF ENGINEER

PROVIDENCE R. I.
 P. W. DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064178
 Date January 28, 1982



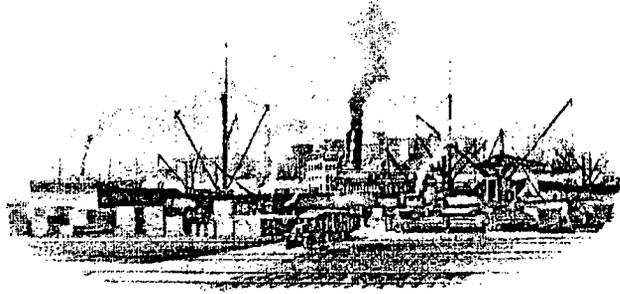
FIELDS POINT DRIVE

CL R.R. Track

Note:
 Cross-Hatched Area (A-B-C-D-A)
 Indicates Proposed Lease.

CITY OF PROVIDENCE, R. I.
 Public Works Dept. Engineering Office
 Showing Proposed Lease At Fields
 Point Lot 281 (Portion)
 Drawn by J.T.M. Checked by R.J.Q.
 Scale 1"=60' Date 1-28-82
 Consent [Signature] Associate Engr.
 Approved [Signature]
 CHIEF ENGINEER

Lot Numbers From Assessor's Plat 56



JOHN J. ORR & SON, INC.

STEVEDORES & TERMINAL OPERATORS

MUNICIPAL PIER

PROVIDENCE, R. I. 02905

January 13, 1982

Office of the City Solicitor
City Hall
Providence, Rhode Island 02903

Attention: Mr. John Rotondi, City Solicitor

Dear Mr. Rotondi:

As per our conversation of Tuesday, January 12, 1982, the following is a phase and cost outline of the planned construction of a new facility to be erected on Lot #281 by this Company, if the proposed property swap as discussed is consummated.

Phase I

Immediate construction of a maintenance facility of approximately 8,000 sq. ft. at an estimated cost of \$160,000 (estimated construction cost @\$20.00 per sq. ft.)

Phase II

In two stages - first stage or approximately 50% of projection is contemplated to be undertaken with Phase I. The second 50% shortly thereafter, is the construction of a 13,000 sq. ft. parking garage with an estimated value of approximately \$130,000 (estimated construction cost @ \$10.00 per sq. ft.)

Phase III

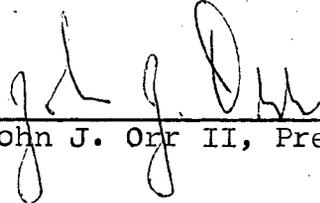
Eventual construction of office facilities and gear storage facilities at an estimated cost of \$150,000 (5,000 sq. ft. @ \$30.00 per sq. ft.)

Peripheral construction cost for paving, fencing, lighting, etc. is anticipated to be in addition to the above estimates.

If you have any further questions pertaining to this proposed project, please do not hesitate to contact us.

Sincerely,

JOHN J. ORR & SON, INC.



John J. Orr II, President

JJO/jg

cc: Harry Johnson, Chairman
City Properties Committee

Eugene Neary, Port Director

FILED

JAN 18 8 50 AM '82

DEPT. CITY CLERK
PROVIDENCE, R. I.

ACTING CITY SOLICITOR
JOHN ROTONDI, JR.



MAYOR
VINCENT A. CIANCI

LAW DEPARTMENT

M E M O R A N D U M

TO: Harry A. Johnson, Chairman
Committee on City Property

FROM: John Rotondi, Jr.,
Acting City Solicitor

DATE: January 18, 1982

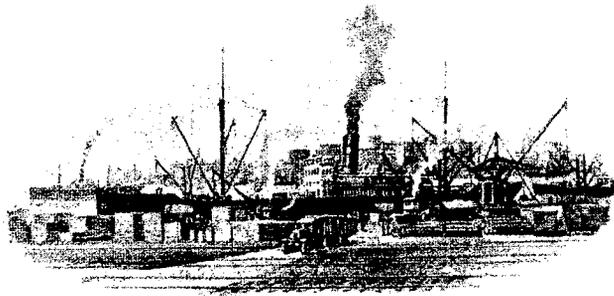
RE: TENTATIVE LAND SWAP WITH JOHN J. ORR COMPANY

Pursuant to your request of January 12, 1982 with regard to the above subject matter, be advised that we have accumulated the following information.

The City Assessor has submitted a letter dated January 15, 1982, placing the value on Assessor's Plat No. 56, identified as Lot No. 264. This property is presently leased to John J. Orr and the building is owned by John J. Orr and placed on this property at his cost. In the event the property Committee should approve the land swap with John J. Orr, Mr. Orr has submitted a letter outlining his proposed use of the property. Should the land swap take place, Mr. Orr intends to construct a maintenance facility at an estimated cost of \$160,000.00, which would be an addition to the tax rolls and phase development of the construction at the property which would eventually total in excess of \$250,000.00, in addition to the \$160,000.00 expenditure. Upon completion, the City of Providence could levy a tax on the approximate \$440,000.00 of new construction in addition to the value of the land. Based upon these commitments made by Mr. Orr, we would be turning a non-income producing piece of real estate into an income producing piece of real estate at no risk to the City of Providence. In addition, the City would be receiving the present maintenance facility owned by John J. Orr, which in turn would be leased to Metals Processing immediately.

Should you have any further questions, please do not hesitate to contact me.

PHONE 421-7740 EXT. 381-382-340



JOHN J. ORR & SON, INC.
STEVEDORES & TERMINAL OPERATORS

MUNICIPAL PIER
PROVIDENCE, R. I. 02905

December 9, 1981

Mr. Harry Johnson, Chairman
City Properties Committee
City Hall
Providence, Rhode Island 02903

Gentlemen:

The purpose of this letter is to review the circumstances leading up to the proposed exchange of leases held by this Company with the City of Providence and the property owned by this Company on said leased land for a Quit Claim Deed to Lot #281.

In the fall of 1978, during the construction of the "new transit shed" at the Municipal Pier, due to changes in the design of the building, it became necessary for the City of Providence to take land leased by Steel Met, with a commitment to replace the land. When the City was unable to restore the taken land to Steel Met's satisfaction, Steel Met went into court and obtained a court order enjoining the City from further construction of the "new transit shed" until the lost land was replaced to Steel Met's satisfaction, per the City of Providence commitment. Further construction was delayed for over one year.

In the spring of 1979, a meeting was held in an attempt to resolve the issue in order to resume construction. Present at the meeting were: Ronald Glantz, City Solicitor; Joe Velino, Director of Waterfront Development; Eugene Neary, Port Director; Arnold Weinstein, Steel Met Inc.; and John Orr, John J. Orr & Son, Inc.

At the meeting it was agreed that John J. Orr & Son, Inc. would relocate immediately to temporary facilities, to be replaced by permanent facilities at City expense and release for Steel Met's permanent use portions of Orr's leases and property on Plot #063328. Steel Met, having then in hand the properties it deserved to offset those taken by the City for the new construc-

tion, would have its court order rescinded. Fred Pascale was instructed by Mr. Glantz to find suitable facilities for immediate but temporary use by the Orr Company.

Mr. Pascale and the undersigned met on numerous occasions and discussed and inspected several locations of consideration, including:

1. Facilities in the front portion of transit shed #1;
2. Sub-rental of a portion of Ace Warehouse;
3. Rental of facilities in Harborside Industrial Park;
4. Use of portions of transit shed #3 after necessary renovations.

In the fall of 1979, Mr. Pascale reported to the same group that he could not recommend any of the sites considered as temporary facilities, due to the high relocation and renovation expense which, at that time, was estimated to be in the neighborhood of \$65,000.00 to \$85,000.00.

At the same meeting it was determined to find a site satisfactory to Orr on which the City would build a new facility at its expense and which Orr would occupy as a tenant on a long term lease which would be agreeable to the City. Among the sites considered were:

1. A parcel of land behind the City Dog Pound;
2. A site at the corner of Fields Point Drive and Ernest Street;
3. Lot #281.

Lot #281 was agreed upon. Construction costs at the time were estimated at between \$150,000.00 and \$175,000.00. Another meeting with City officials present was held and all were informed by Mr. Velino that the City did not have the funds available to undertake such a project.

At that time, it was proposed that if the City of Providence were to deed Lot #281 to Orr, would Orr be agreeable to the following:

1. Make immediately available to Steel Met for their use portions of land Orr leased from the City on Plot #063328;
2. Construct at Orr's own expense a new maintenance facility for itself and at its own expense on Lot #281;

3. Orr is to pay all its own relocating expenses from its existing maintenance facility to its new facility;
4. Orr is to leave intact its present maintenance building, parking garage and other improvements, which will revert as now exist to the City of Providence, who will in turn lease it to Steel Met for their use.

Orr agreed to this, allowing Steel Met to immediately occupy portions of Orr leased land on which Steel Met immediately commenced to store some of its product, as well as fencing the property and paving an access road to a newly installed truck scale.

All of these tentative agreements were of course subject to final approval of the proper City of Providence authorities. However, it should be noted that the following officers have stated that the above outlined negotiations meet with their approval:

1. Port Director,
2. Director of Public Works,
3. the Office of the Mayor.

In the mid-year of 1980, the undersigned appeared before the City Properties Committee, where tentative endorsement was given to the exchange, subject to the final approval of all necessary City bodies.

Shortly after, upon instructions obtained from the above meeting, the City Solicitor's Office offered Orr a Quit Claim Deed to Lot #218.

During conversations Orr had with its bank pertaining to a mortgage with which to finance its new facility, Orr was informed by its bank that they would not give a mortgage on a Quit Claim Deed. Due to this difficulty, some months passed and in December of 1980, Orr entered Chapter 11.

During the Chapter 11, Orr's bank changed its position as to the financing of a mortgage involving a Quit Claim Deed. Orr's Chapter 11 was scheduled to and did end on September 3, 1981. explaining their letter of July 22 and John Orr's appearance of September 9 before the City Properties Committee. At that time, John Orr was told that the Properties Committee would have to refresh its recollection of the prior chain of events and would contact Orr in several weeks as to its intent.

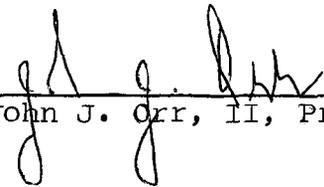
As of this writing, Orr has heard nothing further from the

City Properties Committee. As this whole discussion of the property exchange has dragged for over three years for many reasons, Orr finds itself in a perplexing position. Since on many occasions the exchange has appeared imminent, Orr has deferred necessary improvements to its existing facility, using the logic that the money would be better spent on new construction. The deferred repairs and improvements can no longer be deferred. Orr must either commence the necessary expenditure in the next several months if it is to maintain the quality maintenance operation that is an absolute necessity to a successful operation such as it's, which involves numerous pieces of varied and expensive heavy equipment, or it must start construction on the proposed new maintenance facility during the upcoming construction season.

While Orr is fully aware of the complexities the proposed property exchange entails, it must recognize for its own benefit that the time is approaching being dangerously overdue that prudent business decisions must be made. Consequently, we must ask that the City finalize its position for the proposed exchange, pro or con, so that this corporation might pursue whatever avenue might be open to it for its necessary interest.

Sincerely,

JOHN J. ORR & SON, INC.



John J. Orr, II, President

JJO/jg

cc: Eugene Neary

FILED

DEC 14 10 08 AM '81

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: January 12, 1982

TO: Acting City Solicitor, John Rotondi, Jr.

SUBJECT: TENTATIVE LAND SWAP WITH JOHN J. ORR & SON.

CONSIDERED BY: Councilman Harry A. Johnson, Chairman - Committee on City Property

DISPOSITION:

VOTED: That the Acting City Solicitor work out the details for the land at Fields Point for John J. Orr & Son, and submit to the Committee all consequences or repercussions relative to the land at Fields Point with respect to Steelmet & John J. Orr & Son.

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: January 26, 1982

TO: John Rotondi, Jr., Acting City Solicitor

SUBJECT: RESOLUTIONS TO BE PRESENTED TO THE CITY COUNCIL

CONSIDERED BY: Councilman Harry A. Johnson, Chairman-Committee on
City Property

DISPOSITION:

Attached is information as requested be
submitted to you by the above named Committee
so that you may prepare the necessary Resolutions.

City Clerk

March 9, 1982

John J. Orr & Sons, Inc.
Municipal Pier
Providence, Rhode Island 02905

Dear Mr. Orr,

Enclosed is certified copy of Resolution No. 75,
approved February 26, 1982, the same being self-explanatory.

Will you kindly communicate with the City Solicitor's
Office so that the deed of conveyance will be executed.

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/jma
Enclosure