

# RESOLUTION OF THE CITY COUNCIL

No. 598

Approved September 16, 1994

RESOLVED:

That the restrictions pertaining to use contained in the Providence Redevelopment Agency's West River Project with reference to Plat 74, Lot 364 are waived. Additionally, in the event that there exists any restrictions with reference to said Plat and Lot which are in conflict with current zoning ordinance requirements, those restrictions are waived.

Provided, however, that the Department of Planning and Development shall retain full and direct review and written approval authority over site layout and building design. Additionally, the councilperson in whose representative area the proposed construction shall occur shall direct a communication to the Office of the City Clerk endorsing said waivers as being in the best interest of the community.

IN CITY COUNCIL  
SEP 15 1994  
READ AND PASSED  
*Evelyn V. Farquohi*  
PRES.  
*Michael R. Clement*  
CLERK

APPROVED  
SEP 16 1994  
*Steven R. Bevilacqua*  
MAYOR

JOHN RAO, JR.  
CHAIRMAN  
LESLIE A. GARDNER  
VICE CHAIRMAN

VINCENT A. CIANCI, JR.  
MAYOR



ALBERT E. CARRINGTON  
MICHAEL A. SOLOMON  
JOHN H. ROLLINS  
DAVID G. DILLON

## PROVIDENCE REDEVELOPMENT AGENCY

"Building Pride in Providence"

JOHN F. PALMIERI  
EXECUTIVE DIRECTOR  
THOMAS E. DELLER, AICP  
SECRETARY

July 15, 1994

Michael Clement  
City Clerk  
City Hall  
Providence, Rhode Island 02903

RE: DEED TO CORNELL-DUBLINER ELECTRIC, CORP.  
WEST RIVER PROJECT NO. UR R.I. 1-6

Dear Mr. <sup>Mike</sup>Clement:

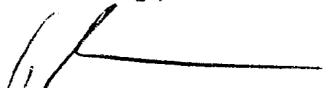
The City of Providence on August 1, 1960 by Resolution #390 transferred a parcel of land adjacent to the Providence Redevelopment Agency's (PRA) West River Project aka West River Reservation, a copy of the deed is attached. This transfer was made subject to all the restrictive covenants of the Providence Redevelopment Agency's West River Project.

The PRA is requesting that the Council waive the restrictions pertaining to use. They are also requesting that the Council waive any restrictions that are in direct conflict with the new zoning ordinance.

The Agency is also requesting that the Council maintain the restrictions whereby the PRA will have direct control and approval over building design and site layout.

Should you have any questions please contact either myself or William G. Floriani of my office.

Sincerely,

  
Thomas E. Deller, AICP  
Secretary

TED:ajl  
WGF

IN CITY COUNCIL  
AUG 4 1994  
FIRST READING  
REFERRED TO COMMITTEE ON  
URBAN REDEVELOPMENT  
RENEWAL & PLANNING

*Michael L. Clement* CLERK

THE COMMITTEE ON

URBAN REDEVELOPMENT  
RENEWAL & PLANNING

Approves Passage of  
The Within Resolution

*Barbara A. Poiret*  
Chairman

*7/8/94* Clerk



thence southeasterly, keeping twelve and no one-hundredths (12.00) feet southwesterly from and parallel to the southwesterly line of Branch Avenue, a distance of one hundred seventy-six and forty-seven one-hundredths (176.47) feet, to an angle;

thence southeasterly, at an interior angle of one hundred fifty degrees, no minutes, no seconds ( $150^{\circ} 00' 00''$ ), a distance of one hundred nine and twelve one-hundredths (109.12) feet, to an angle;

thence southeasterly, at an interior angle of one hundred fifty-eight degrees, nine minutes, forty seconds ( $158^{\circ} 09' 40''$ ), a distance of one hundred eighty-one and seventy-two one-hundredths (181.72) feet, to an angle, the last four described courses being bounded northeasterly by land of the State of Rhode Island;

thence southwesterly, at an interior angle of one hundred fifty-five degrees, thirty-two minutes, five seconds ( $155^{\circ} 32' 05''$ ), a distance of three hundred thirty-five and ninety-five one-hundredths (335.95) feet, to an angle;

thence southeasterly, at an interior angle of two hundred three degrees, seven minutes, forty-five seconds ( $203^{\circ} 07' 45''$ ), a distance of one hundred eighty-eight and fifty-seven one-hundredths (188.57) feet, to a point on the northerly line of Pocahontas Street;

thence westerly, at an interior angle of eighty-eight degrees, twenty-one minutes, forty seconds ( $88^{\circ} 21' 40''$ ), and running along the northerly line of Pocahontas Street, a distance of forty-three and fifteen one-hundredths (43.15) feet, to an angle;

thence westerly, at an interior angle of one hundred seventy-five degrees, twenty-one minutes, thirty-four seconds ( $175^{\circ} 21' 34''$ ), and running along the northerly line of Pocahontas Street, a distance of eighty and no one-hundredths (80.00) feet, to a stone bound, set at the northwesterly corner of said Pocahontas Street;

thence southerly, at an interior angle of two hundred seventy-nine degrees, twenty-seven minutes, thirty seconds ( $279^{\circ} 27' 30''$ ), and running along the westerly end of Pocahontas Street, a distance of thirty and forty-eight one-hundredths (30.48) feet, to the southwesterly corner of Pocahontas Street, and land now or formerly of the Providence Redevelopment Agency;

thence southwesterly, at an interior angle of one hundred eight degrees, fifty-one minutes, thirty-one seconds ( $108^{\circ} 51' 31''$ ), bounded southeasterly by said Providence Redevelopment Agency land, a distance of seventy-four and eighty-two one-hundredths (74.82) feet, to an angle;

thence northwesterly, at an interior angle of one hundred forty-two degrees, one minute, forty-five seconds ( $142^{\circ} 01' 45''$ ), bounded southwesterly in part by said Providence Redevelopment Agency land and in part by the northeasterly line of Corliss Street, a distance of one hundred twenty-five and fifty-seven one-hundredths (125.57) feet, to the point and place of beginning, this last described course making an interior angle of one hundred thirteen degrees, forty-eight minutes, no seconds ( $113^{\circ} 48' 00''$ ), with the first course described herein.

The above-described parcel contains 309,993 square feet of land

and water, the water consisting of portions of the West River and the Moshassuck River.

The Grantor hereby reserves to itself an easement for sewer purposes along the easterly line of the property herein conveyed. The easement herein reserved shall be identical in every dimension, term and condition with that set forth in a certain conveyance from Allens Print Works, a Rhode Island corporation to the City of Providence on April 4, 1898 and recorded in Deed Book 416 at page 341 of the Records of Land Evidence of the City of Providence the terms and conditions of said conveyance are made a part hereof and incorporated herein by reference as if more fully set forth.

Said premises are conveyed subject to the following covenants and restrictions which are to run with the land for the period set forth below:

a. Permitted Uses - The following uses, shall be the only uses permitted on the land conveyed:

(1) Assembly of electrical appliances, electronic instruments and devices, radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders

(2) Automobile assembling, painting, upholstering, rebuilding, reconditioning, truck repairing or overhauling, tire retreading or recapping, battery manufacture

(3) Automobile or machinery wrecking

(4) Blacksmith shop, manufacture of machine tools or metal products, manufacture of machinery including agricultural, electrical machinery or equipment, office or store machines, equipment or supplies and the like, machine shop excluding punch presses over 100 tons rated capacity and drop hammers

(5) Bleaching or dyeing

(6) Body or fender works

(7) Bottling works

(8) Brewery or liquor distillery

- (9) Brick, tile, terra cotta or cinder block manufacture
- (10) Building material sales yard, including the sale of lumber, rock, sand and gravel as an incidental part of the main business, but excluding concrete mixing
- (11) Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors
- (12) Draying, freighting or trucking yard or terminal
- (13) Feed or fuel yard
- (14) Foundry casting lightweight non-ferrous metal not causing noxious fumes or odors
- (15) Laboratory, experimental, photo, motion picture, film or testing
- (16) The manufacture, compounding, assembling or treatment of articles of merchandise from the following prepared materials: bone, cellophane, canvas, cloth, cork, feathers, felt fibre, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stones, shell, textiles, tobacco, wood (excluding planing mill), yarns and paint not employing a boiling process
- (17) The manufacture, compounding, processing, packaging or treatment of such products as bakery goods, candy, cosmetics, drugs, perfumes, pharmaceuticals, soap, textiles, toiletries, and food products except fish and meat products, sauerkraut, vinegar, yeast and rendering or refining of fats and oils
- (18) The manufacture or maintenance of electric or neon signs, billboards, commercial advertising structures, light sheet metal products including heating or ventilating ducts or equipment, cornices, caves and the like
- (19) The manufacture of musical instruments, clocks, watches, toys, novelties and rubber or metal stamps

(20) The manufacture of pottery or figurines or other similar ceramic products, using only previously pulverized clay, or kilns fired only by electricity or gas

(21) Public utility service yard or electrical receiving or transforming stations

(22) Small boat storage and building, except shipbuilding

(23) Stone cutting

(24) Warehousing and wholesale merchandise storage

b. Area - (1) Required Yards - Yards from property lines to building lines or parking area lines shall be maintained as follows:

a) Along Branch Avenue - 5 feet;

b) Along West River Street from Branch Avenue to the West River - 20 feet;

c) Along West River Street from the West River to Corliss Street - 10 feet;

d) Along Corliss Street from West River Street to the most easterly point of the premises conveyed - 20 feet;

e) Along all other property lines - none.

(2) Maximum Site Coverage - Coverage by structures shall not exceed sixty (60) percent of the gross area of the land conveyed.

c. Off-Street Parking - Five Hundred (500) square feet of off-street parking area shall be reserved for every one thousand (1000) square feet of gross floor area of any building erected on the land conveyed, provided, however, that in any event a maximum of 60,000 square feet of land need be reserved for off-street parking. Parking area may be provided anywhere on the lot except on the required yard, provided, however, that not in excess of 3,000 square feet of executive and visitor parking area may be reserved on that portion of the yard along West River Street between Branch Avenue and the West River.

d. Landscaping and Site Improvements - (1) Yards - Required yards shall be maintained in grass except for walks, drives, planting and flag poles. Suitable planting shall be provided and maintained in front of any structure along West River Street or incorporated in the architecture of such structure. No driveway parallel to the street shall be permitted in the required yard except that a parallel driveway shall be permitted in the yard along Branch Avenue.

(2) Paved Area - All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards where needed.

(3) Parking Area - Wherever a parking area is provided between the front of the building and the required yard it shall be screened from view from the street. Light standards for the illumination of parking areas shall be shielded in such a way that the light source will not be visible from the street or from adjacent properties.

e. Sign Regulations - The following sign regulations pertain to all buildings unless otherwise specified:

(1) Number of Signs Permitted - A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture, but not including the plaque and directional signs permitted below. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building either wall signs or parapet signs will be permitted, but not both, and no sign fixed to the wall may extend above the roof or parapet.

(2) Subject Matter - Signs shall pertain only to the identification of the business conducted within the building and the products sold or manufactured and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of a trade mark.

(3) Types of Signs - Only the following types of signs will be permitted:

a) Horizontal wall signs otherwise known as belt or face signs, excluding signs painted on the wall itself.

b) Parapet signs, including signs on top of canopy or marquee.

c) Plaque attached to the face of building in close proximity to the main entrance and bearing the name or trade mark of the industry.

d) All necessary directional signs on the lot occupied by the building to which such signs pertain.

(4) Sign Dimensions - Wall signs and parapet signs shall have a maximum height of 4 feet; a maximum area of not more than three square feet for each running foot of the face of the building displaying such sign; and a maximum projection of not more than 12 inches from the face of the building.

Plaques shall have a maximum area of 8 square feet.

(5) Sign Illumination - Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs will be allowed.

f. Other Obligations - (1) The Grantee shall use the real property conveyed only for the purposes and in the manner stated in the deed.

(2) The Grantee shall maintain, service and repair any and all improvements constructed on the property conveyed so that the improvement or improvements shall not show undue signs of deterioration.

(3) The Grantee shall not execute any deed or lease prohibiting the execution of any covenant, agreement or other instrument restricting the sale, lease, occupancy or use of the real property upon the basis of race, creed or color.

(4) Prior to the commencement of the construction of any improvements on the land conveyed, the Grantee shall submit to the Providence Redevelopment Agency, or its successor, for its approval architectural and landscaping plans and specifications as well as any other information as the Providence Redevelopment Agency, or its successor, shall deem necessary.

(5) The Grantee shall begin and complete the building of initial improvements within two years of the date of the delivery of the deed, provided, however, the Providence Redevelopment Agency for good cause may grant an extension of this time. Upon completion of the construction of the initial improvements, and within 60 days after written request of the Grantee, the Providence Redevelopment Agency shall furnish to the Grantee a certificate to the effect that the improvements have been completed to its satisfaction which certificate shall not be unreasonably withheld. This certificate shall be in satisfactory form and content to be recordable in the land evidence records of the City of Providence. The certificate shall be conclusive evidence that the improvements have been completed in accordance with the terms and provisions of this instrument. However, this certificate will not be issued by the Providence Redevelopment Agency unless all the improvements have been completed as proposed in the plans and specifications previously submitted and approved by the Providence Redevelopment Agency.

(6) Except for purposes of obtaining financing by way of a mortgage or other security transaction, the Grantee shall not convey or otherwise dispose of the land conveyed, or buildings or improvements thereon until such time as the Grantee shall have received from the Providence Redevelopment Agency the aforementioned certificate of satisfactory completion, provided, however, the Grantee may convey said real property with the consent of the Providence Redevelopment Agency if the Grantee is not to make a profit on the transaction.

g. Miscellaneous Provisions - (1) 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.

(2) No more than four unaffiliated concerns shall be permitted to occupy any one building.

(3) No building or structure shall be erected, reconstructed, enlarged or moved for any use other than that which is permitted herein, nor shall any building, structure or land be used for any other use than is permitted herein.

(4) There shall be no residential uses or structures upon the land conveyed.

(5) The restrictions, controls and covenants set forth herein shall be binding upon the Grantee, its successors and assigns until July 12, 1996 and shall then terminate and cease, unless sooner modified by the Grantor and the Grantee or its successors or assigns.

h. As additional consideration for the conveyance of the afore-described premises, the Grantee further agrees to give to the State of Rhode Island, its agents, contractors or employees for purposes of extending the West River when the Moshassuck River is relocated the right to pass and re-pass on foot or with vehicles and to store and place all materials necessary for the extension of the West River on or in the portion of the parcel of land conveyed beginning at the intersection of the West River and the westerly side of the Moshassuck River extending fifteen (15) feet North and South from the centerline of the West River a distance of 64.3 feet, more or less, measured along the centerline of the extension of the West River and on the same bearing of the West River to its intersection with the easterly property line of the site herein conveyed and in connection with the foregoing the Grantee further agrees to give to the State of Rhode Island, its agents, contractors or employees the temporary right to divert the flow of said West River over the following described portion of the site herein conveyed during the period of said construction.

Beginning at a point on the westerly line of the Moshassuck River where said westerly line of the Moshassuck River crosses the southerly boundary line of the parcel herein conveyed; thence, running northerly along the said westerly line of the Moshassuck River one hundred and five (105 *f*) feet more or less to an intersection with the southerly line of the West River;

thence, turning and running westerly along the said southerly line of the West River fifty (50) feet to a point on the said southerly line of the West River;

thence, turning and running southeasterly one hundred and forty (140 <sup>f</sup>) feet more or less to the point and place of beginning.

Provided, however, that upon completion of said construction the State of Rhode Island, its agents, contractors, or employees shall restore the foregoing described portion to its former condition.

The Grantee further agrees to hold the State of Rhode Island harmless on account of (a) changing the course of the Moshassuck River and (b) the failure to fill in the bed of the Moshassuck River.

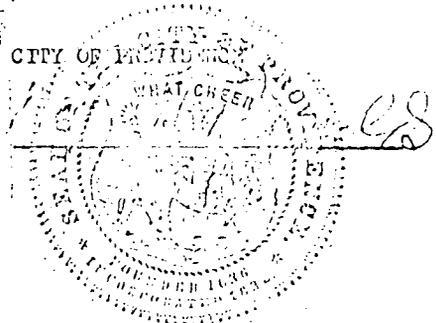
i. All communications required under this instrument are to be forwarded to Mayor, City of Providence, City Hall, Providence, Rhode Island and to the Grantee at the address of the site conveyed.

IN TESTIMONY WHEREOF, on the 1st day of AUG., 1960 the said City of Providence has caused these presents to be executed and its corporate seal to be hereunto affixed by Walter H. Reynolds, its Mayor, thereunto duly authorized by City Council Resolution No. 329, approved July 27th, 1960.

Signed and sealed in the presence of

Walter H. Reynolds

STATE OF RHODE ISLAND ) ss:  
COUNTY OF PROVIDENCE )



In Providence, in said County and State on the 1st day of AUG, 1960 before me personally appeared the above-named Walter H. Reynolds, 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 his executed to be his free act in his said capacity and the free act and deed of the City of Providence.



Walter H. Reynolds  
Mayor, Public  
Notary Public

Received for Record at 12 o'clock 20 min P M  
AUG 1 1960  
Edward M. Flanagan  
Recorder of Deeds

106975

PROVIDENCE REDEVELOPMENT AGENCY

**400 Westminster Street  
Providence, Rhode Island, 02903**

Michael Clement  
City Clerk  
City Hall  
Providence, RI 02903