

1/11/62

REPORT OF THE CITY MESSENGER

For the month of OCTOBER, 1961

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 919.67
" power,.....	250 98
" fuel,.....	161.12
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	7,614.19
" supplies,.....	423.05
" salary of City Sergeant and Deputy,.....	1,096.20
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2,609.12
Rental - 112 Union Street	<u>1,000.00</u>
	\$14,074.33

IN CITY COUNCIL
JAN 18 1962

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

Committee Clerk
CLERK

Respectfully submitted,

Def Harry A. Roman
City Sergeant
Acting as City Messenger.

1/11/62

REPORT OF THE CITY MESSENGER

For the month of NOVEMBER
1962

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 935.75
" power,.....	250.98
" fuel,.....	161.12
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	8,058.44
" supplies,	240.50
" salary of City Sergeant and Deputy,	1,183.96
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2,669.19
Rental - 112 Union Street	<u>1,000.00</u>
	\$14,499.94

IN CITY COUNCIL

JAN 18 1962

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

L. Everett Whitman
CLERK

Respectfully submitted,

Harry Waterman
Dep City Sergeant
Acting as City Messenger.

1/11/62

REPORT OF THE CITY MESSENGER

For the month of **D E C E M B E R**
1961

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 972.86
" power,.....	250.98
" fuel,.....	204.80
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	9,237.11
" supplies,.....	188.20
" salary of City Sergeant and Deputy,.....	1,183.96
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2,868.07
Rental - 112 Union Street	<u>1,000.00</u>
	\$15,905.98

IN CITY COUNCIL

JAN 18 1962

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

R. E. ...
CLERK

Respectfully submitted,

Harry Ackerman
Dep City Sergeant
Acting as City Messenger.

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
JOHN W. MOAKLER
LEE A. WORRELL



BUREAU OF LICENSES
CITY HALL, PROVIDENCE 3, RHODE ISLAND

January 10, 1962.

To the Honorable City Council

City Hall, Providence, R. I.

Gentlemen:

In accordance with the provisions of Chapter 2275 of the Public Laws of 1935, the Bureau of Licenses herewith submits a report of its activities for the quarter ending December 30, 1961:

Intoxicating Beverage Licenses

Class A - Retailer's	161	\$80,500.00	
Class B - Tavern	7	10,700.00	
Class B - Victualling	115	114,429.00	
Class B - Limited	2	400.00	
Class C - Beverage	166	83,000.00	
Class D - Club (\$100.)	2	200.00	
Class D - Club (\$250.)	31	7,750.00	
Class E - Druggist	42	420.00	
Class F - 24 Hour	11	110.00	
			\$297,509.00

Business and Non-Business Licenses

Taverns, 1st Class	2	200.00	
Taverns, 2nd Class	5	375.00	
Taverns, 3rd Class	8	400.00	
Laundry	2	20.00	
Sunday Sales	287	2,870.00	
Parking, Sundays	2	35.00	
Hawkers and Peddlers	6	26.00	
Second-Hand Stores	4	100.00	
Constable With Power	1	25.00	
Constables Without Power	3	75.00	
Private Detectives	2	50.00	
Permit to Carry Weapons	2	4.00	
Hack. Carriage Power Vehicle	5	50.00	
Hack. Carriage Drivers	50	50.00	
Vehicle License	13	26.00	
License to Sell Revolvers	3	15.00	
Intelligence Office, 1st Class	1	50.00	
Show and Dance	455	3,062.00	
Athletic Exhibitions on Sunday	13	130.00	
Bingo	69	499.00	8,062.00

Dog Licenses

Dogs	95	176.25	176.25
------	----	--------	--------

Archbishop's House
408 North Charles Street
Baltimore 1, Maryland

January 9, 1962

Dear Mr. Whelan,

This will acknowledge receipt of your gracious letter under date of December 28th, together with a copy of Resolution adopted by the City Council of Providence on the sad occasion of the death of our late beloved Archbishop.

In the name of the clergy and people of the Archdiocese of Baltimore, as well as in my own name, I express profound appreciation for this evidence of affectionate esteem in which you held Archbishop Keough.

I am grateful for the copy of the Resolution which you sent and I would ask that you inform the Mayor and City Council that we are most thankful for this remembrance.

With expression of every good wish, I am

Sincerely yours

+ Reverend J. Theisen

Archbishop of Baltimore

Mr. D. Everett Whelan
Office of the City Clerk
City Hall
Providence, Rhode Island

IN CITY COUNCIL

JAN 18 1962

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

D. Everett Whelan
CLERK



City of Pawtucket
Rhode Island

Office of the Mayor

LAWRENCE A. McCARTHY
Mayor

January 10, 1962

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

Dear Mr. Whelan:

This is to acknowledge receipt of a certified copy of Resolution No. 619 requesting the elimination of a nuisance caused by the incinerator near the Providence city line.

Rather than waiting for the Committee on Public Welfare to confer with some of our officials I am taking the matter up myself with our Director of Public Works, Mr. Joseph A. Keith, and have asked him to arrange a conference with Mr. Rotelli, owner of the incinerator, so that he can be informed of the complaint made to the Providence City Council and do what he can to remedy the situation.

I trust it will not be necessary for the Committee on Public Welfare to take their valuable time in this matter. We certainly shall urge Mr. Rotelli to do everything he can to correct the situation.

Yours very truly,

Lawrence A. McCarthy
Mayor

LAM/mln

IN CITY COUNCIL

JAN 18 1962

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

CLERK

CHESTER R. MARTIN
Chairman
MORRIS S. WALDMAN
Vice Chairman

TIMOTHY A. PURCELL
Secretary
ALBERT HARKNESS
EDMUND M. MAURO

JAMES F. REYNOLDS
Executive Director

PROVIDENCE REDEVELOPMENT AGENCY

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

January 9, 1962

REPORT TO THE CITY COUNCIL

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

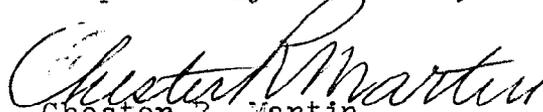
Gentlemen:

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 Clifford Metal Sales Company, Inc., a Rhode Island corporation, a parcel of land which is described in the attached agreement. This agreement complies with all the provisions of the Official Redevelopment Plan, as amended, for the project area.

Clifford Metal Sales Company, Inc., the prospective purchaser and a present redeveloper in the Industrial Park, proposes to purchase approximately 25,000 square feet of land adjacent to its present property for the stated purpose of expansion of present facilities. The proposed sale, at \$.85 per square foot, would amount to a sale price of approximately \$21,250.00.

Respectfully submitted,

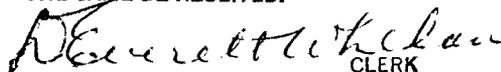

Chester R. Martin
Chairman

IN CITY COUNCIL

JAN 18 1962

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

CRM/ms/b
pcl

January 9, 1962

REPORT TO THE CITY COUNCIL

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

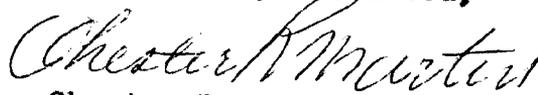
Gentlemen:

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.

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Clifford Metal Sales Company, Inc., the prospective purchaser and a present redeveloper in the Industrial Park, proposes to purchase approximately 25,000 square feet of land adjacent to its present property for the stated purpose of expansion of present facilities. The proposed sale, at \$.85 per square foot, would amount to a sale price of approximately \$21,250.00.

Respectfully submitted,



Chester R. Martin
Chairman

CRM/ms/b
pcl

AGREEMENT

AGREEMENT made this _____ day of _____, 19____, 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 Clifford Metal Sales Co., Inc. hereinafter called the "Buyer".

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

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

2. Said premises are to be conveyed on or before April 30, 1962 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 Twenty One Thousand Two Hundred Seventy Five and 50/100 (\$21,275.50) Dollars, of which Two Thousand One Hundred Twenty Seven and 55/100 (\$2,127.55) Dollars have been paid this day and Fifteen Thousand one Hundred Forty Seven and 95/100 (\$19,147.95) Dollars are to be paid in cash upon the delivery of said deed.

RECEIVED

JAN 15 10 09 AM '62

CITY CLERK'S OFFICE
PROVIDENCE, R. I.

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.

See Appendix D

(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. 16, 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 & Gales Construction Co., executed May 14, 1958.~~

6. Taxes assessed December 31, 1961 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 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 **April 30,** 19**62** 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. 959 of the Agency adopted November 23, 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 A

Beginning at a point on the westerly line of Corliss Street, said point being six and 00/100 (6.00) feet northwesterly of a brass pin set at P. T. Station 1B \neq 07.50 on said westerly line of Corliss Street on an offset of two and 00/100 (2.00) feet;

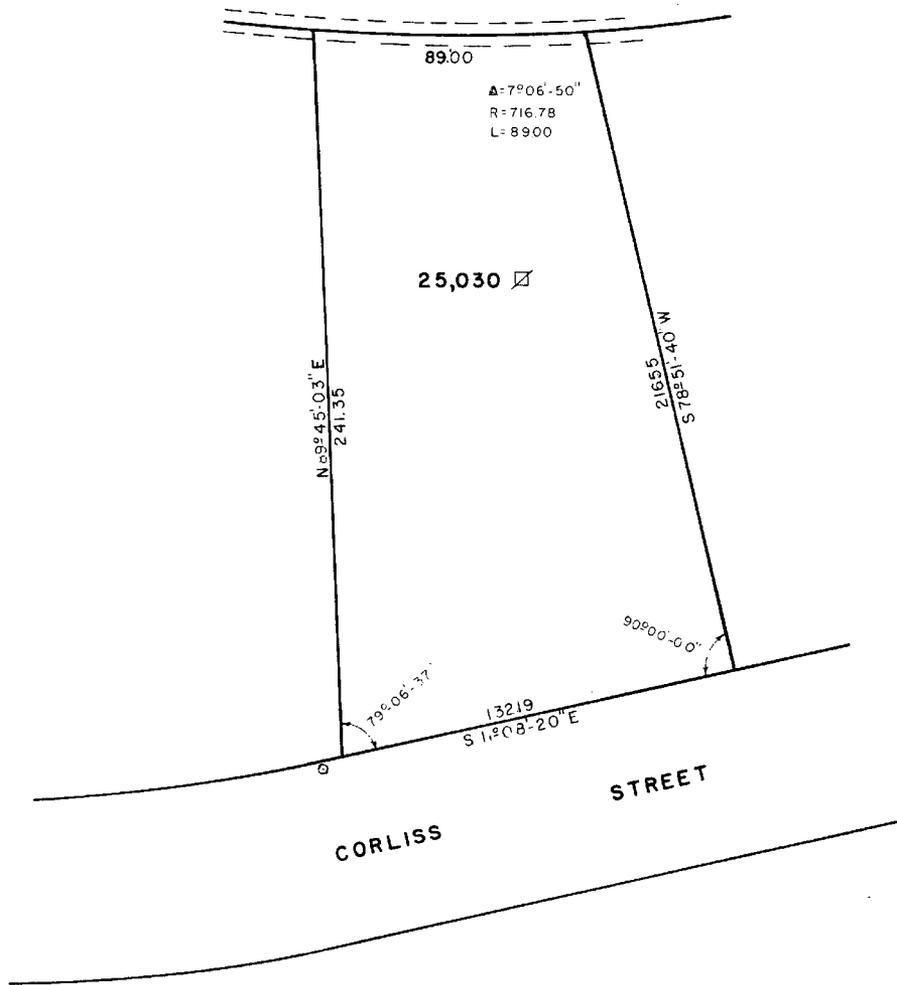
thence, turning an interior angle of seventy nine degrees, six minutes, thirty seven seconds ($79^{\circ} 06' 37''$) from said westerly line of Corliss Street and running North eighty nine degrees, forty five minutes and three seconds East ($N 89^{\circ} 45' 03'' E$) two hundred forty one and 35/100 (241.35) feet to a point;

thence, turning and curving to the right along the arc of a circle having an interior angle of seven degrees, six minutes and fifty seconds ($7^{\circ} 06' 50''$) and a radius of seven hundred sixteen and 78/100 (716.78) feet and running eighty nine and 00/100 (89.00) feet to a point;

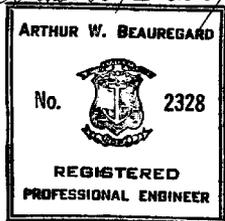
thence, running South seventy eight degrees, fifty one minutes and forty seconds West ($S 78^{\circ} 51' 40'' W$) two hundred sixteen and 55/100 (216.55) feet along the southerly line of land now or formerly of Clifford Metal Sales Company, Inc. to its intersection with said westerly line of Corliss Street;

thence, turning an interior angle of ninety degrees, no minutes, no seconds ($90^{\circ} 00' 00''$) and running South eleven degrees, eight minutes, twenty seconds East ($S 11^{\circ} 08' 20'' E$) one hundred thirty two and 19/100 (132.19) feet to the point and place of beginning.

Said tract herein described contains twenty five thousand thirty (25,030) square feet of land, more or less.



Arthur W. Beauregard



APPENDIX B

LAND WITHIN THE
WEST RIVER REDEVELOPMENT
PROJECT U.R. R.I.1-6

GRANTEE: CLIFFORD METAL SALES CO. INC.
GRANTOR: PROV. REDEVELOPMENT AGENCY
SCALE 1" = 40' NOVEMBER 24, 1961

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 Providence Redevelopment Agency 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.

The Buyer shall pay to the City of Providence, its successors or assigns for such periods of time as railroad freight service is available over the railroad spur tracks, which adjoins a portion of the land herein conveyed, the sum of Fifty (\$50.00) Dollars per annum for purposes of defraying in part the cost of maintaining said spur track, provided however, no payment shall be made if railroad freight service is discontinued by the public utility providing the same.

The first payment shall be made on the first business day of January in 1964.

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

APPENDIX B

The Grantor recognizes that because of the dimensions and shape of the parcel of land herein conveyed that it is impossible to conform to that provision of the Official Redevelopment Plan for the West River Project UR R. 1. 1-G, which provides that the frontage for any lot shall be not less than 150 feet. As additional consideration for this conveyance, the Grantor and the Grantee, its successors and assigns hereby agree that this conveyance is to be construed as having been a part of that parcel of land which is presently owned by the Grantee having been conveyed by the Grantor on September 23, 1959, recorded in Deed Book 1094 at page 435 and that the land as a whole and any disposition of it or a part thereof shall be subject to the requirements of the said Official Redevelopment Plan.

It is mutually agreed by the parties that all restrictions and protective covenants recorded in Deed Book 1070 at page 111, as amended by the instrument entitled "Amendment to Declaration of Restrictions and Protective Covenants" recorded in Deed Book 1087 at page 5 running with the land presently owned by the Grantee in the West River Project UR R. 1. 1-G shall be in full force and effect on the parcel herein conveyed and shall be construed as applying to the land as if the parcels in question were conveyed by a single instrument.

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

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

January 9, 1962

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 the Samsan 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.

The Samsan Company, the prospective purchaser, manufacturer of solid gold and sterling rings, proposes to erect a building of approximately 7500 square feet, and contemplates employment of approximately fifty (50) persons. The proposed sale is for 35,000 square feet of land at \$.85 per square foot for a sale price of \$29,500.00.

Respectfully submitted,

Chester R. Martin
Chester R. Martin
Chairman

IN CITY COUNCIL
JAN 18 1962

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

H. Kenneth Wilbur
CLERK

CRM/ms/b
pcl

631110

JAN 15 10 09 AM '62

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

January 9, 1962

REPORT TO THE CITY COUNCIL

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

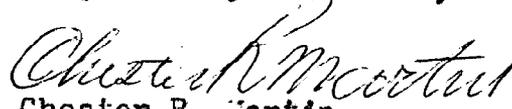
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The Samsan Company, the prospective purchaser, manufacturer of solid gold and sterling rings, proposes to erect a building of approximately 7500 square feet, and contemplates employment of approximately fifty (50) persons. The proposed sale is for 35,000 square feet of land at \$.85 per square foot for a sale price of \$29,500.00.

Respectfully submitted,


Chester R. Martin
Chairman

AGREEMENT

AGREEMENT made this _____ day of _____, 19 _____, 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 Samsan Company 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 **April 30,** 19 **62** by a good and sufficient bargain and sale deed of the Agency conveying title to the same free from all encumbrances, except as to restrictions and easements hereinafter set forth, and for such deed and conveyance the Buyer is to pay the sum of Thirty Thousand One Hundred Seventy Four and 15/100 (\$30,174.15) Dollars, of which Three Thousand Seventeen and 41/100 (\$3,017.41) Dollars have been paid this day and Twenty Seven Thousand One Hundred Fifty Six and 74/100 (\$27,156.74) Dollars are to be paid in cash upon the delivery of said deed.

RECEIVED

JAN 15 10 09 AM '62

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

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. WR-R.F.-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 & Card Construction Co. executed May 14, 1958.~~

6. Taxes assessed December 31, 1961 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 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 **April 30,** 19 **62** 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

APPENDIX A

Beginning at a point on the westerly line of Corliss Street, said point being forty three and 95/100 (43.95) feet northeasterly of a brass pin set at P. C. Station 14 / 28.89 on said westerly line of Corliss Street on an offset of two and 00/100 (2.00) feet;

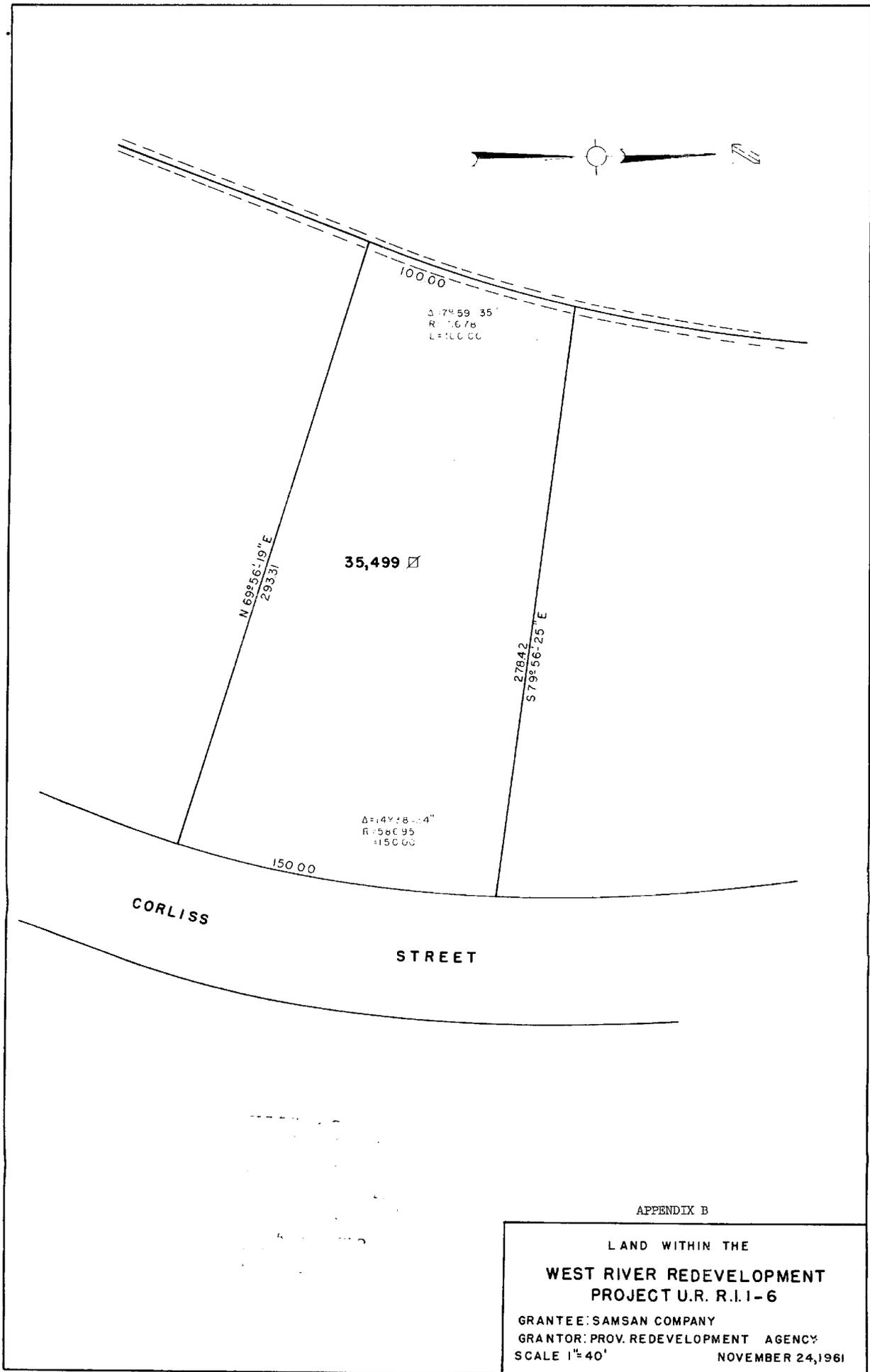
thence, running North sixty nine degrees, fifty six minutes, nineteen seconds West (N 69° 56' 19" W) two hundred ninety three and 31/100 (293.31) feet to a point;

thence, turning and curving along the arc of a circle having an interior angle of seven degrees, fifty nine minutes and thirty five seconds (7° 59' 35") and a radius of seven hundred sixteen and 78/100 (716.78) feet and running one hundred and 00/100 (100.00) feet to a point;

thence, running South seventy nine degrees, fifty six minutes and twenty five seconds East (S 79° 56' 25" E) two hundred seventy eight and 42/100 (278.42) feet to its intersection with said westerly line of Corliss Street;

thence, turning and curving to the right along the arc of a circle having an interior angle of fourteen degrees, thirty eight minutes and twenty four seconds (14° 38' 24") and a radius of five hundred eighty six and 95/100 (586.95) feet and running one hundred fifty and 00/100 (150.00) feet to the point and place of beginning.

Said tract herein described contains thirty five thousand four hundred ninety nine (35,499) square feet of land, more or less.



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 Providence Redevelopment Agency 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.

The Buyer shall pay to the City of Providence, its successors or assigns for such periods of time as railroad freight service is available over the railroad spur track, which adjoins a portion of the land herein conveyed, the sum of Fifty (\$50.00) Dollars per annum for purposes of defraying in part the cost of maintaining said spur track, provided, however, no payment shall be made if railroad freight service is discontinued by the public utility providing the same.

The first payment shall be made on the first business day of January in 1964.

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