THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 1

*Approved* January 8, 1960

**Resolved,**

**That** His Honor, the Mayor, be and is hereby authorized to execute a deed running to the State of Rhode Island in substantial conformance with that hereunto annexed.

IN CITY COUNCIL

JAN 7 - 1960

READ and PASSED

Edward P. Dooley

President

R. Everett Wheelan

Clerk

APPROVED

JAN 8 1960

Walter H. Reynolds

MAYOR

RESOLUTION AUTHORIZING
CONVEYANCE TO STATE OF
RHODE ISLAND OF CERTAIN
PARCELS OF CITY OWNED
LAND.

KNOW ALL MEN BY THESE PRESENTS, THAT

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting through and by ANGELO A. MARCELLO, Director of the Department of Public Works, who hereby declares and certifies that the premises herein granted are no longer useable for the purposes for which they were taken or purchased, by virtue of a vote of the State Property Committee at a meeting held on the 6th day of January A. D. 1960 , and by virtue of the provisions of Section 37-6-24 of the General Laws of Rhode Island, 1956, and for and in consideration of the Quitclaim Deed from the City of Providence to the State of Rhode Island and Providence Plantations herein included, grants to 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,

That certain tract or parcel of land with all the buildings and improvements thereon situate in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the southwesterly corner of the tract herein described, at the northeasterly corner of Corliss Street and West River Street; thence northwesterly along the northeasterly line of West River Street, a distance of one hundred eighty-six and thirty-one one-hundredths (186.31) feet, to a point of curvature; thence generally northerly along said West River Street, along the arc of a curve having a radius of five hundred seventy and no one-hundredths (570.00) feet, and subtended by a central angle of twenty-four degrees, three minutes, thirty seconds (24°-03'-30"), an arc distance of two hundred thirty-nine and thirty-four one-hundredths (239.34) feet, to a point of tangency; thence northeasterly, along the southeasterly line of said West River Street, a distance of two hundred twenty-six and thirty-five one-hundredths (226.35) feet, to a point of curvature; thence generally northeasterly, along the southeasterly line of said West

River Street, along the arc of a curve having a radius of five hundred seventy and no one-hundredths (570.00) feet, and subtended by a central angle of twenty degrees, fifty-one minutes, no seconds (20°-51'-00"), an arc distance of two hundred seven and forty-two one-hundredths (207.42) feet, to a point of tangency; thence northeasterly, along the southeasterly line of West River Street, a distance of eighty-five and thirty-one one-hundredths (85.31) feet, to a point of curvature; thence generally easterly, along the arc of a curve having a radius of forty and no one-hundredths (40.00) feet, and subtended by a central angle of eighty-nine degrees, forty-seven minutes, no seconds (89°-47'-00"), an arc distance of sixty-two and sixty-eight one-hundredths (62.68) feet, to a point of tangency, said point of tangency being twelve and no one-hundredths (12.00) feet southwesterly from the southwesterly line of Branch Avenue; 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°-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°-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°-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°-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°-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°-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°-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°-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°-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°-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.

RESERVING to the State of Rhode Island and Providence Plantations an easement to go upon said granted premises with the required equipment to make any proposed extensions of West River, whenever the Moshassuck River is abandoned and relocated to the easterly side of the proposed North-South Freeway.

All as shown on that certain plat entitled "PLAT OF LAND TO BE ACQUIRED BY THE CITY OF PROVIDENCE FROM THE STATE OF RHODE ISLAND, SCALE 1" = 120' - DECEMBER 1959". as revised January 4, 1960

TO HAVE AND TO HOLD, the aforegranted premises, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said CITY OF PROVIDENCE and its successors and assigns forever, in fee simple.

IN WITNESS WHEREOF said STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS has caused these presents to be signed and its corporate seal to be hereunto affixed by its Director of Public Works

thereunto duly authorized this day of A. D. 1960.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

By: _____
Director of the Department of Public Works

Seal:

Approved by:

_____
Attorney General

_____
Director of Administration

AND KNOW ALL MEN BY THESE PRESENTS, THAT the CITY OF PROVIDENCE, a municipal corporation, for and in consideration of the above grant hereby discharges and absolves the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS from any claims or debts due it by the

condemnation by the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS of the hereinafter described property and by the virtue of the City Council Resolution No. 1,/1960 hereby quitclaims to the said STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS the following described tracts of land.

PARCEL I: That certain tract or parcel of land with all the buildings and improvements thereon situate on the northerly side of Maple Street and easterly of the formerly easterly line of Beacon Avenue, in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the former easterly line of Beacon Avenue, one hundred (100) feet north of the former northeasterly corner of Beacon Avenue and Maple Street; thence northerly along the former easterly line of Beacon Avenue, two hundred twenty-four and fifty-two one hundredths (224.52) feet, more or less, to land of this grantee taken by condemnation on Plat No. 900; thence easterly, making an interior angle of 91°46'32" and bounded northerly by land of this grantee one hundred thirty-one and six one-hundredths (131.06) feet; thence southeasterly, making an interior angle of 126°46'08" and bounded northeasterly by said other land of this grantee; two hundred and ten one-hundredths (200.10) feet; thence continuing southeasterly, making an interior angle of 159°55'50" and bounded northeasterly by said other land of this grantee, one hundred seventy-one and thirty-five (171.35) feet to the former northerly line of Maple Street; thence westerly, making an interior angle of 73°31'34" along the former northerly line of Maple Street, two hundred fifty-nine and twenty-seven one-hundredths (259.27) feet; thence northerly, making an interior angle of 87°52'47" and bounded westerly by other land of this grantee, formerly owned by St. Ansgarius Parish, one hundred and three one-hundredths (100.03) feet; thence westerly, making an interior angle of 272°06'46" and bounded southerly by said other land of this grantee, formerly owned by St. Ansgarius Parish, fifty and ninety-one one-hundredths (50.91) feet to the former easterly line of Beacon Avenue and the point and place of beginning. Said parcel is further identified as being a portion of former Hayward Park and contains 72,225 square feet, more or less.

Meaning and intending to convey all the right title and interest of the City of Providence in and to Parcel

No. 26 Plat 21 Lot 1 as shown on Area "F" on "Plat Showing land in City of Providence Taken in Fee Simple for Freeway Purposes on Behalf of The State of Rhode Island and Providence Plantations by the Director of Public Works Acquisition by Condemnation Authorized by the State Properties Committee on November 19, 1958 pursuant to Sections 10 and 11 of Chapter 3105 of the Public Laws of Rhode Island 1953 and Section 2 of Chapter 75, General Laws of Rhode Island, as amended filed in the office of the Recorder of Deeds of the City of Providence on the 17th day of Dec 1958 Plat No. 1074".

Together with all the right title and interest of the City of Providence in and to Maple Street and Beacon Avenue insofar as the same is coexistent with the property aforedescribed.

PARCEL II: That certain triangular parcel of land with all the buildings and improvements thereon in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the intersection of the westerly line of Eddy Street and the easterly line of Hospital Street; thence northwesterly along the easterly line of Hospital Street one hundred eighty and three one-hundredths (180.03) feet to the southeasterly corner of Hospital and Lockwood Streets; thence easterly, making an interior angle of 64°17'20", along the southerly line of Lockwood Street, ninety-eight and one one-hundredths (98.01) feet to the southwesterly corner of Lockwood and Eddy Streets; thence southerly, making an interior angle of 83°00'40", along the westerly line of Eddy Street one hundred sixty-three and forty-two one-hundredths (163.42) feet to the intersection of the westerly line of Eddy Street and the easterly line of Hospital Street and the point and place of beginning. The last described line makes an interior angle of 32°42'00" with the line first described herein.

Meaning and intending to convey all the right title and interest of the City of Providence in and to Parcel 1 Plat 46 Lot 18 as shown on Area C on "Plat Showing land in City of Providence Taken in Fee Simple for Freeway Purposes on Behalf of the State of Rhode Island and Providence Plantations by the Director of Public Works Acquisition by Condemnation Authorized by the State Properties Committee on November 19, 1958 pursuant to Sections 10 and 11 of Chapter 3105 of the Public Laws of Rhode Island 1953 and Section 2 of Chapter 75, General Laws of R. I., as amended filed in the office of the Recorder of Deeds of the City of Providence on the 17th day of December 1958 Plat No. 1074".

Together with all the right, title and interest of the City of Providence in and to Lockwood Street insofar as the same is coexistent with the property aforedescribed.

TO HAVE AND TO HOLD, the aforegranted premises, with all the privileges and appurtenants thereunto belonging, unto and to the use of the said STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, and its successors and assigns forever, in fee simple.

IN WITNESS WHEREOF said CITY OF PROVIDENCE has caused these presents to be signed and its corporate seal to be hereunto affixed by its Mayor this day of A.D. 1960.

CITY OF PROVIDENCE

By: _____
Mayor

Seal:

Approved as to form:

_____
City Solicitor

STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS
County of Providence

In Providence in said County on the day of A. D., one thousand nine hundred and sixty before me personally

appeared

ANGELO A. MARCELLO, Director of the
Department of Public Works

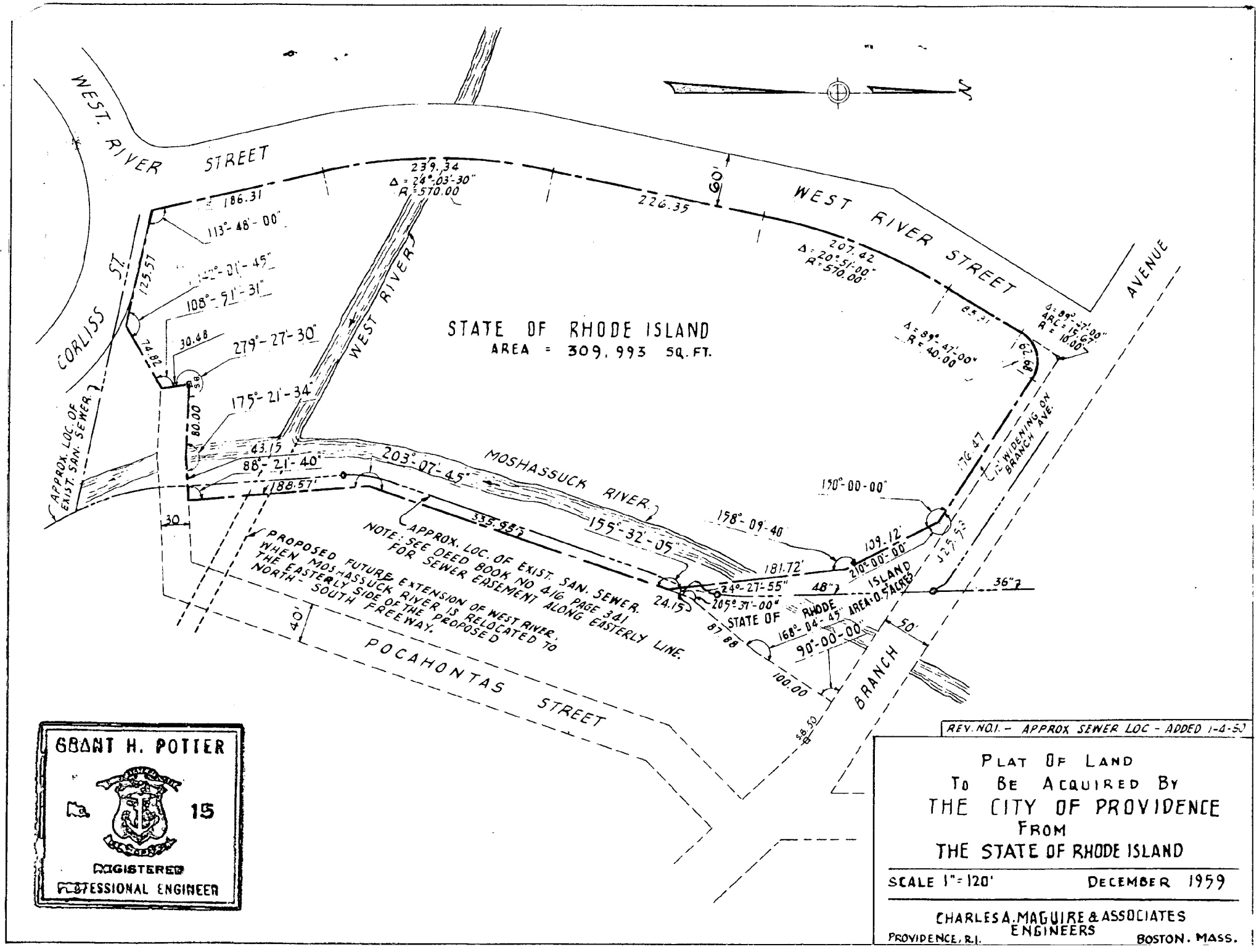
to me known, and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity, and the free act and deed of the State of Rhode Island.

STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS
County of Providence

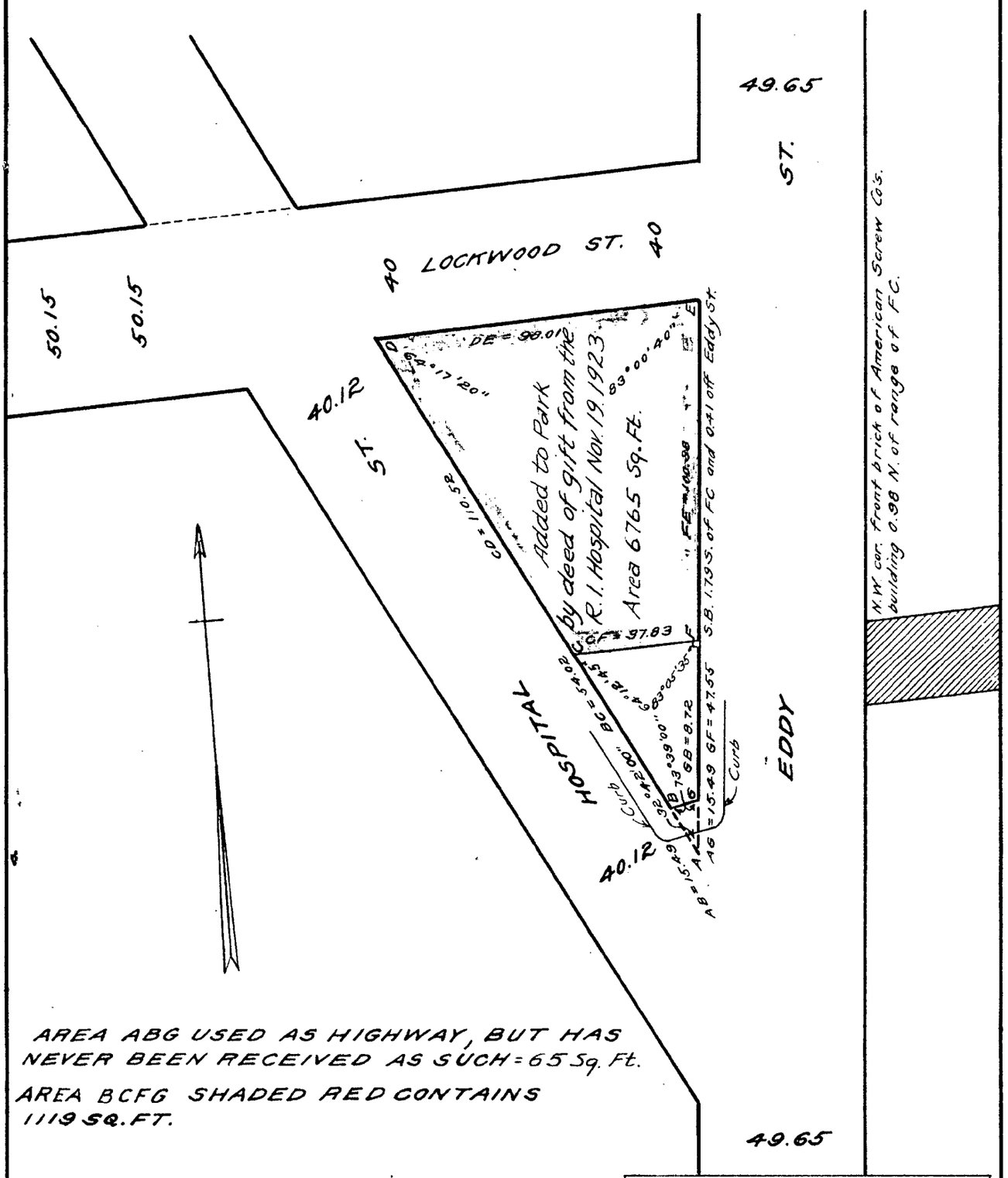
In Providence in said County on the day of A.D., one thousand nine hundred and sixty before me personally appeared

WALTER H. REYNOLDS, Major of the City
of Providence

to me known, and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of said City of Providence.


WEST RIVER STREET
WEST RIVER STREET
CORLISS ST.
AVENUE
WEST RIVER
STATE OF RHODE ISLAND
AREA = 309,993 SQ. FT.
239.34
Δ = 24°-03'-30"
R = 570.00
186.31
113°-48'-00"
226.35
60'
207.42
Δ = 20°-51'-00"
R = 570.00
125.57
108°-51'-31"
30.48
279°-27'-30"
74.82
175°-21'-34"
80.00
43.15
88°-21'-40"
188.57'
203°-07'-45"
MOSHASSUCK RIVER
155°-32'-05"
158°-09'-40"
150°-00'-00"
109.12'
210°-00'-00"
181.72'
24°-27'-55"
205°-31'-00"
24.15
87.88
168°-04'-45"
90°-00'-00"
100.00
58.50
50'
48"
36"
ISLAND
STATE OF RHODE
AREA: 0.5 ACRES
Δ = 89°-47'-00"
R = 40.00
85.31
Δ = 89°-27'-00"
ARC = 15.67'
R = 10.00'
29'
176.47
12' WIDENING ON BRANCH AVE.
BRANCH
APPROX. LOC. OF EXIST. SAN. SEWER
30
40'
APPROX. LOC. OF EXIST. SAN. SEWER.
NOTE: SEE DEED BOOK NO 416 PAGE 341
FOR SEWER EASEMENT ALONG EASTERLY LINE.
PROPOSED FUTURE EXTENSION OF WEST RIVER.
WHEN MOSHASSUCK RIVER IS RELOCATED TO
THE EASTERLY SIDE OF THE PROPOSED
NORTH - SOUTH FREEWAY.
POCAHONTAS STREET
GRANT H. POTTER
15
REGISTERED
PROFESSIONAL ENGINEER
REV. NO. 1. - APPROX SEWER LOC - ADDED 1-4-50
PLAT OF LAND
TO BE ACQUIRED BY
THE CITY OF PROVIDENCE
FROM
THE STATE OF RHODE ISLAND
SCALE 1" = 120'
DECEMBER 1959
CHARLES A. MAGUIRE & ASSOCIATES
ENGINEERS
PROVIDENCE, R.I.
BOSTON, MASS.

PROVIDENCE, R.I.
CITY ENGINEER'S OFFICE
CITY PROPERTY DEP'T.
May 6, 1922
045717




AREA ABG USED AS HIGHWAY, BUT HAS NEVER BEEN RECEIVED AS SUCH = 65 Sq. Ft.

AREA BCFG SHADED RED CONTAINS 1119 SQ. FT.

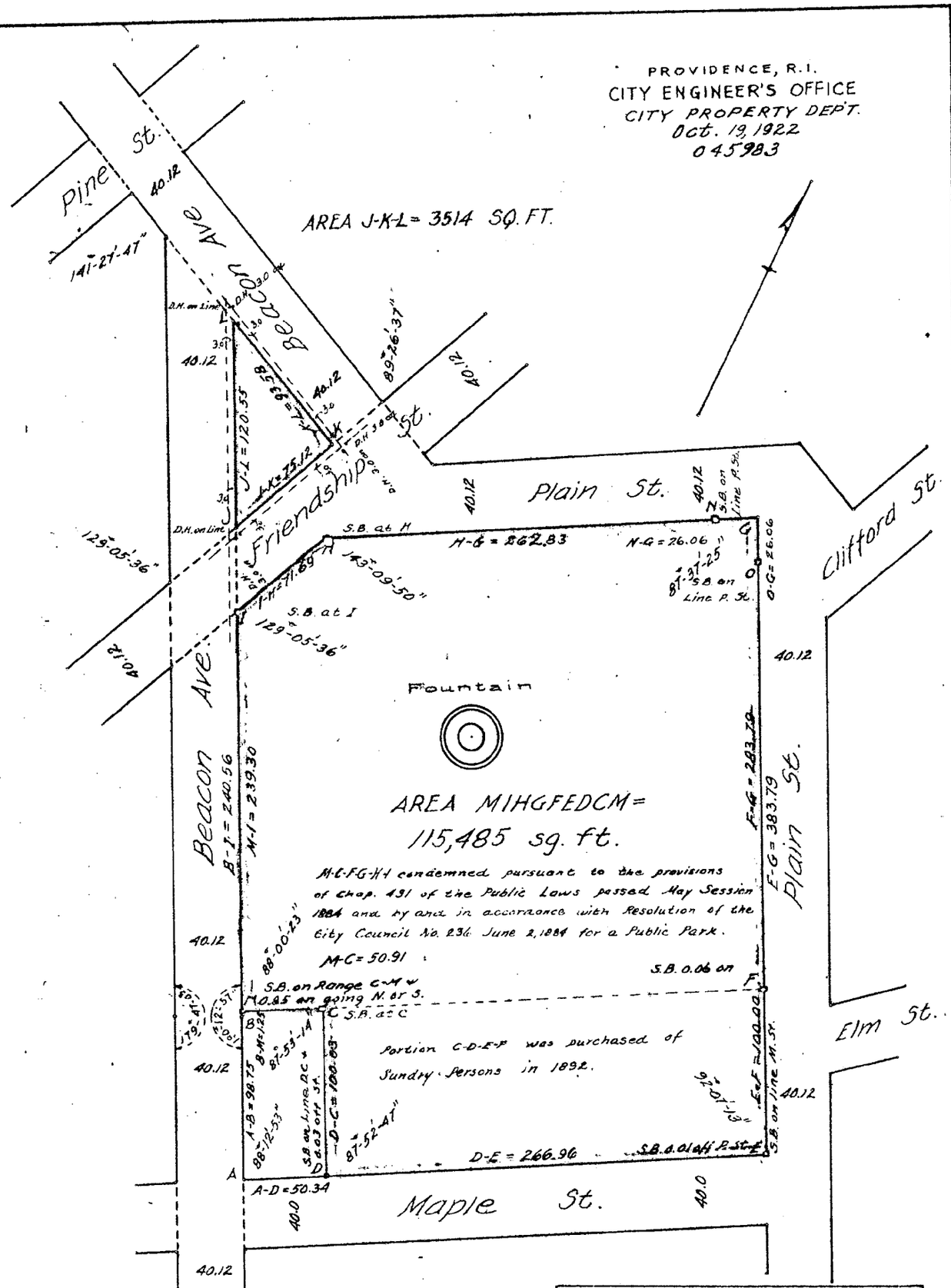
CITY OF PROVIDENCE
ENGINEERING DEPARTMENT
Showing Hospital Park
Drawn by Brown Checked by [illegible]
Scale 40 ft. per inch Date May 6, 1922
Correct Edward S. Blanding Asst. Eng.
Approved [illegible] City Eng.

22376

778
31

#560

PROVIDENCE, R.I.
CITY ENGINEER'S OFFICE
CITY PROPERTY DEP'T.
Oct. 19, 1922
045983




Triangular Tract J-K-L conveyed to Town July 7, 1814 for Highway Purposes.

CITY OF PROVIDENCE
ENGINEERING DEPARTMENT
Showing Hayward Park

Drawn by Brennen Checked by WRIGHT
Scale 80' = 1" Date Oct. 19, 1922
Correct Edward L. Blanding Asst. Eng.
Approved [illegible] City Eng.

22462

778/48

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 2

*Approved* January 8, 1960

**Resolved,**

**That** His Honor, The Mayor, be and hereby is authorized to execute a certain option to purchase real estate running to Cornell-Dubilier Electric Corporation in substantial conformance with that hereunto annexed.

IN CITY COUNCIL

JAN 7 - 1960

READ and PASSED

Edward P. Quigley
President

Everett Lynch
Clerk

APPROVED

JAN 8 1960

Walter H. Reynolds
MAYOR

RESOLUTION AUTHORIZING GRANT TO CORNELL-DUBILIER ELECTRIC CORPORATION OF OPTION TO PURCHASE REAL ESTATE AT WEST RIVER AND CORLISS STREETS

Mr. Lindsley by request

OPTION TO PURCHASE

1. In consideration of the sum of one thousand ($1,000.00) dollars to it paid, the receipt thereof is hereby acknowledged, the City of Providence, (hereinafter sometimes called the Seller) a municipal corporation of the State of Rhode Island does hereby grant to Cornell-Dubilier Electric Corporation, or its nominee (hereinafter sometimes called the Buyer) a Delaware corporation authorized to do business in the State of Rhode Island the irrevocable option or right to purchase on or before April 6, 1960 or on or before 60 days after the date when the Seller shall have forwarded to the Buyer a certificate of clear title from Mortgage Guarantee & Title Co., which ever is the later, at the unit price of thirty-five (.35) cents per square foot Parcel "A" and Parcel "D" or Parcel "A" as shown on that certain map entitled "Plot of Land To Be Acquired by The City of Providence From The State of Rhode Island, Scale 1" = 120' December 1959, Charles A. Maguire & Associates, Engineers, Providence, R. I. Boston, Mass." which said map is attached hereto and made a part hereof and marked "Exhibit A".

2. The Buyer shall inform in writing the Seller of its election to purchase Parcel "A" and Parcel "D" or Parcel "A" within the abovementioned time and within thirty (30) days after the date of such written notice the Seller shall deliver to the Buyer at the office of Mortgage Guarantee & Title Co. a bargain and sale deed conveying marketable title to the Parcel or Parcels which the Buyer has elected to purchase upon payment of the purchase price therefor.

Marketable title shall mean such title as Mortgage Guarantee & Title Co. will insure without any exception other than such restrictions and exceptions appearing in its standard policy, such restrictions, covenants and conditions to be included in the deed as hereafter set forth and the riparian rights, if any, of others in the West River and the Moshassuck River.

The aforementioned deed shall contain all restrictions, covenants and conditions set forth in Appendix D which is attached hereto and make a part hereof which are to run with the land.

3. If the Buyer should inform the Seller of its desire to terminate this option within thirty (30) days of the date of the execution of this instrument, then and in that event, the Seller shall refund to the Buyer the sum of five hundred ($500.00) dollars and shall retain as its own property the balance of the deposit. In the event the Buyer should not notify the Seller of its desire to terminate the within option within the period of thirty days and not exercise this option within the time specified in Paragraph 1 hereof, the Seller shall retain as its own property the total sum deposited. In the event the Buyer should exercise this option in accordance with the terms hereof, the sum deposited shall be applied toward the purchase price.

4. All communications of the parties required under this option shall be in writing and addressed to Walter H. Reynolds, Mayor, City of Providence, City Hall, Providence, R. I. or to Theodore E. Abel, Cornell-Dubilier Electric Corporation, 55 Cranwell Street, Providence, R. I.

IN WITNESS WHEREOF the City of Providence has caused its hand and seal to be hereunto affixed this day of January, 1960.

CITY OF PROVIDENCE

Mayor

ATTEST:

City Clerk

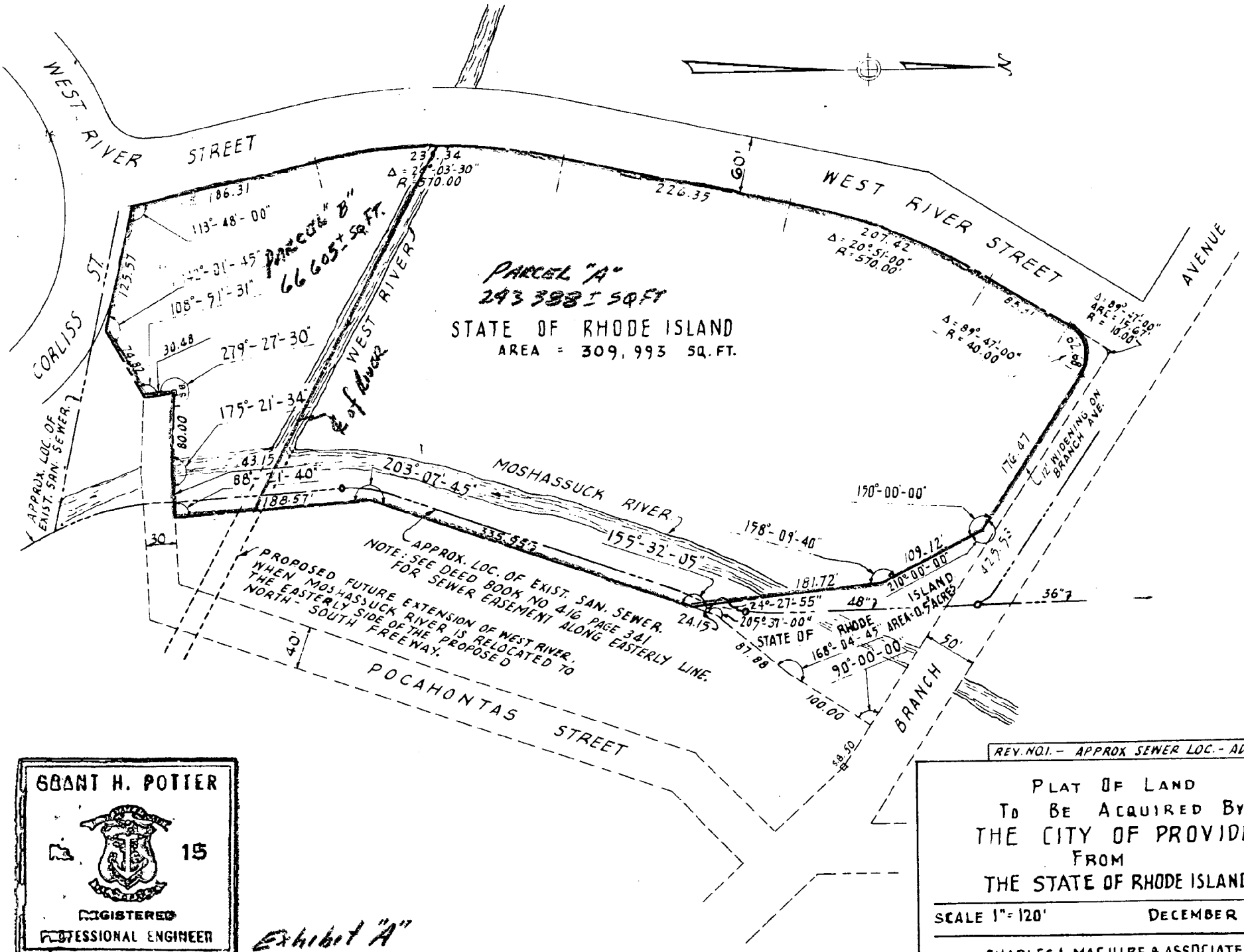

WEST RIVER STREET
WEST RIVER STREET
CORLISS ST.
AVENUE
POCAHONTAS STREET
BRANCH
MOSHASSUCK RIVER
WEST RIVER
PARCEL "A"
243,398± SQ.FT.
STATE OF RHODE ISLAND
AREA = 309,993 SQ.FT.
PARCEL "B"
66,605± SQ.FT.
APPROX. LOC. OF EXIST. SAN. SEWER
APPROX. LOC. OF EXIST. SAN. SEWER.
NOTE: SEE DEED BOOK NO 416 PAGE 341 FOR SEWER EASEMENT ALONG EASTERLY LINE.
PROPOSED FUTURE EXTENSION OF WEST RIVER, WHEN MOSHASSUCK RIVER IS RELOCATED TO THE EASTERLY SIDE OF THE PROPOSED NORTH-SOUTH FREEWAY.
12' WIDENING ON BRANCH AVE.
STATE OF RHODE ISLAND AREA=0.5 ACRES
186.31
113°-48'-00"
108°-51'-31"
279°-27'-30"
175°-21'-34"
88°-21'-40"
203°-07'-45"
155°-32'-05"
158°-09'-40"
150°-00'-00"
210°-00'-00"
205°-31'-00"
168°-04'-45"
90°-00'-00"
226.35
207.42
Δ = 20°-51'-00"
R = 570.00'
Δ = 89°-47'-00"
R = 40.00'
Δ = 89°-27'-00"
R = 15.67'
10.00'
60'
30.48
80.00
43.15
188.57'
335.55'
24.15
181.72'
109.12'
176.47
42.95'
36"
48"
50'
40'
30
100.00
87.88
GRANT H. POTTER
15
REGISTERED
PROFESSIONAL ENGINEER
Exhibit "A"
REV. NO.1. - APPROX SEWER LOC. - ADDED 1-4-60
PLAT OF LAND
TO BE ACQUIRED BY
THE CITY OF PROVIDENCE
FROM
THE STATE OF RHODE ISLAND
SCALE 1" = 120'
DECEMBER 1959
CHARLES A. MAGUIRE & ASSOCIATES
ENGINEERS
PROVIDENCE, R.I.
BOSTON, MASS.

EXHIBIT B

## REGULATIONS AND CONTROLS

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 shop 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 or 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), 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, eaves 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 - Front yards shall be provided measuring at least 20 feet from property line to building line for all structures within the project boundary. This shall include extensions of and additions to existing structures and shall apply to both sides of any project right-of-way to be utilized for street purposes. In addition, side yards shall be provided measuring at least 20 feet from interior property line to building line. The rear property line is excluded from this provision.

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

c. Off-Street Parking

Five hundred (500) square feet of off-street parking area shall be reserved for every 1000 square feet of gross floor area of the building. Parking area may be provided anywhere on the lot except in the required minimum front yard.

d. Landscaping and Site Improvements

(1) Front Yard - Required front yards of building sites shall be maintained in grass except for walks, drives, planting and flag poles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planting boxes. No driveway parallel to the street shall be permitted in the required minimum front yard.

(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 minimum front 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 of Buyer

(1) The Buyer shall use the real property conveyed only for the purposes and in the manner stated within the deed.

(2) The Buyer 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 Buyer 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 Buyer shall submit to the Providence Redevelopment Agency for its approval architectural and landscaping plans and specifications as well as any other information as the Providence Redevelopment Agency shall deem necessary.

(5) The Buyer shall begin and complete the building of 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 improvements, and within 60 days after written request of the Buyer, the Providence Redevelopment Agency shall furnish to the Buyer a certificate to the effect that the improvements have been completed to its satisfaction. 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 Buyer shall not convey or otherwise dispose of the land conveyed, or buildings or improvements thereon until such time as the Buyer shall have received from the Providence Redevelopment Agency the aforementioned certificate of satisfactory completion, provided, however, the Buyer may convey said real property with the consent of the Agency if the Buyer is not to make a profit on the transaction.

(7) In the event the Buyer should purchase the aforementioned Parcel B and within 5 years of the date of delivery of the deed has not constructed any building or improvements and/or a parking lot for the use of employees thereon or desires to dispose of the same within 5 years of the delivery of the deed the Buyer shall offer the same to the City for its purchase or shall submit prior to the expiration of the fifth year to the City plans and specifications to construct improvements as aforesaid thereon within the sixth year after the delivery of the deed. If such plans and specifications are not submitted or if the construction of improvements as aforesaid thereon are not completed in accordance with such plans and specifications at the expiration of six years of the date of the delivery of the deed, the City shall have the right to purchase said parcel. The purchase price shall be an amount equal to the price paid plus 5% per annum return on the purchase price plus the total amount of taxes paid on the Parcel to the City. If the Buyer should desire to dispose of said parcel within 5 years of the delivery of the deed it shallnotify in writing the City of its intention to do so and the City shall notify the Buyer of its acceptance or rejection of said offer within 90 days thereafter. If the City does not notify the Buyer within said 90 day period, its failure to give such notice shall be deemed to be a rejection of the offer. In the event the Buyer does not construct any buildings or improvements as aforesaid within the fifth year of the delivery of the deed or does not complete the same as aforesaid within the sixth year of the delivery of the deed, the City shallnotify the Buyer of its intention to purchase or not to purchase said Parcel within 90 days of the expiration of the fifth or sixth year of the delivery of the deed as may be the case. In the event the City does not notify the Buyer within said 90 day period, its failure to give such notice shall be deemed a refusal on its part to purchase said Parcel. The purchase price shall be computed as aforesaid. If pursuant to the provisions of this paragraph 7, the City does not purchase this Parcel, the Buyer may dispose of said Parcel in such manner as it shall determine.

6. 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 Buyer, its successors and assigns until July 12, 1996 and shall then terminate and cease, unless sooner modified by the City and the Buyer or its successors or assigns.

(6) The Buyer 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 repass 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 Buyer 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 crosses the southerly boundary line of the parcel herein conveyed; thence, running northerly along the said westerly line of the Moshassuck one hundred and five (105 ±) feet more or less to an intersection with the southerly line of the West River;

thence, turning and running westerly along 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 ±) 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;

(7) The Buyer 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.

(8) All communications required under this instrument are to be forwarded to Mayor, City of Providence, City Hall, Providence, Rhode Island and to Cornell-Dubilier Electric Corporation at the address of the site conveyed.

CITY OF PROVIDENCE

TO

CORNELL DUBILIER ELECTRIC CORPORATION

OPTION TO PURCHASE

PROVIDENCE
REDEVELOPMENT AGENCY
CITY HALL
PROVIDENCE, R. I.

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 3

*Approved* January 8, 1960

Resolved,

That the sum of Fifteen Thousand ($15,000) Dollars is hereby ordered transferred by the Commissioners of Sinking Funds from the Water Depreciation and Extension Fund to a Special Account in the Capital Fund of the City of Providence, entitled: "RECONSTRUCTION OAKLAWN AVENUE ACCOUNT".

Said sum or as much thereof as may be necessary shall be expended and any balance remaining in said fund at the completion of said work shall revert to the Water Depreciation and Extension Fund.

IN CITY COUNCIL

JAN 7 - 1960

READ and PASSED

Edward A. Dudley
President

Everett Whelan
Clerk

APPROVED

JAN 8 1960

Walter H. Reynolds
MAYOR

RESOLUTION

OF THE

# CITY COUNCIL

M

# THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 4

*Approved* January 8, 1960

**Resolved,**

**That** the City Treasurer, acting under the direction of the Committee on Finance, be and he hereby is authorized and directed to borrow from time to time such sums as may be necessary not exceeding One Million ($1,000,000.00) Dollars in accordance with the provisions of Chapter 141 of the Public Laws passed by the General Assembly at its January Session, A. D. 1959 and approved May 27, 1959, entitled "An Act Authorizing the City of Providence to Issue Bonds in the sum of ONE MILLION ($1,000,000.00) Dollars for School Modernization" and to issue the City's notes therefor signed by him and countersigned by the Mayor and Chairman of the Finance Committee; and to renew any such notes from time to time as the same become due. The money thus obtained is hereby appropriated for and shall be exclusively used and expended for the modernizing of school buildings in the City of Providence.

IN CITY COUNCIL

JAN 7 - 1960

READ and PASSED

Edward A. Dudley
President

Everett A. McLaughlin
Clerk

APPROVED

JAN 8 1960

Walter H. Reynolds
MAYOR

RESOLUTION AUTHORIZING
THE CITY TREASURER TO
BORROW ONE MILLION
($1,000,000.00) DOLLARS
FOR SCHOOL MODERNIZATION



Mr. Weyler (by request)

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

M

# RESOLUTION OF THE CITY COUNCIL

*No.* 5

*Approved* January 8, 1960

Resolved,

That the City Treasurer, acting under the direction of the Committee on Finance, be and he hereby is authorized and directed to borrow from time to time such sums as may be necessary not exceeding Three Hundred Thousand ($300,000.00) Dollars in accordance with the provisions of Chapter 142 of the Public Laws passed by the General Assembly at its January Session, A. D. 1959 and approved May 27, 1959, entitled "An Act Authorizing the City of Providence to Issue Bonds in the Sum of Three Hundred Thousand ($300,000) Dollars for Improvements to the Water Purification Works in Scituate, Rhode Island" and to issue the City's notes therefor signed by him and countersigned by the Mayor and Chairman of the Finance Committee; and to renew any such notes from time to time as the same become due. The money thus obtained is hereby appropriated for and shall be exclusively expended for the construction, furnishing and equipping of a forestry and maintenance garage and additions and improvements and alterations to the Water Purification Works in Scituate, Rhode Island.

IN CITY COUNCIL

JAN 7 - 1960

READ and PASSED

Edward D. Dooley

President

Kenneth Wheeler

Clerk

APPROVED

JAN 8 1960

Walter H. Reynolds

MAYOR

RESOLUTION AUTHORIZING
THE CITY TREASURER TO
BORROW THREE HUNDRED
THOUSAND ($300,000)
DOLLARS FOR IMPROVEMENTS
TO THE WATER PURIFICATION WORKS,
SCITUATE, RHODE ISLAND.



Mr. Wexler, by request