

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 593

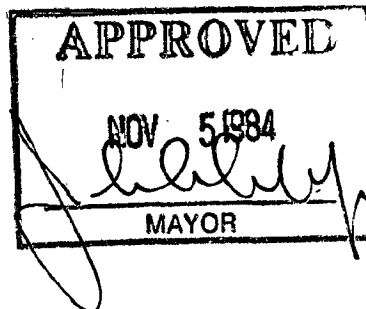
Approved November 5, 1984

RESOLVED, That His Honor the Mayor is hereby authorized to execute a deed of conveyance to Daniel G. Ferranti and Angela Ferranti of 150 Park Lane, Providence, R.I., of that parcel of land, comprising of 10,641 square feet, more or less, situated on a portion of Lot 312 on City Assessor's Plat 51, and a portion of Lot 421 on City Assessor's Plat 126, (as further delineated on the attached Property Plan), for the sum of Nine Thousand Five Hundred (\$9,500) Dollars, under such terms, conditions and covenants as were approved by the City Council Committee on City Property, a copy of which is attached hereto and incorporated herein.

IN CITY COUNCIL
NOV 1 1984

READ AND PASSED

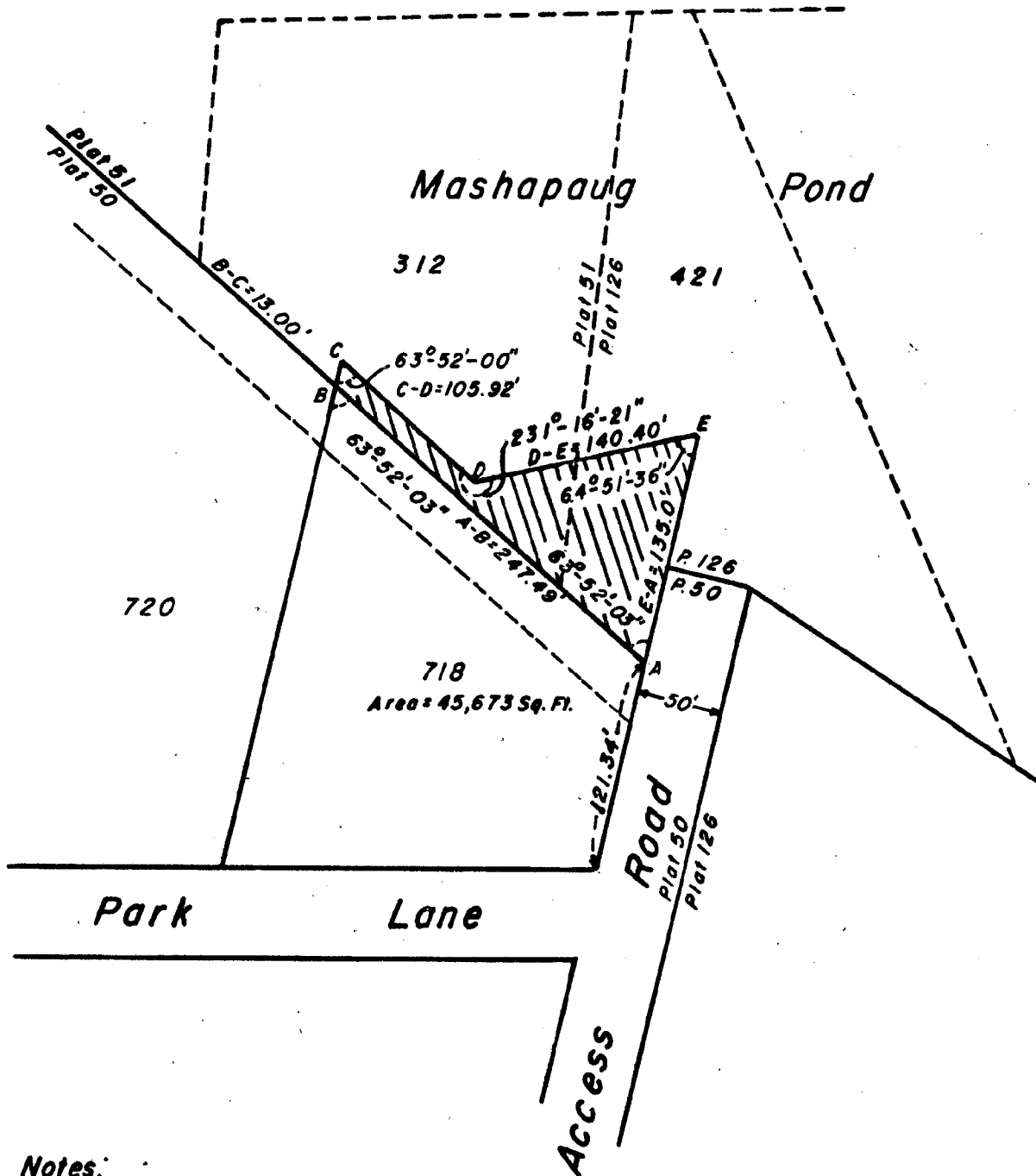
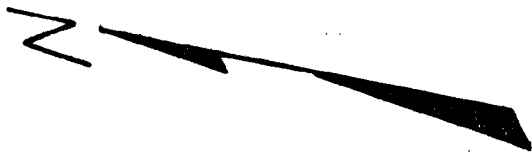
James P. Stravato
Sozer M. Mendonca CLERK



RESOLUTION AUTHORIZING HIS HONOR
THE MAYOR TO EXECUTE A DEED OF
CONVEYANCE TO D & A ELECTRO-
PLATING CO. FOR THAT PARCEL OF
LAND ABUTTING MASHAPAUG POND, FOR
THE SUM OF NINE THOUSAND FIVE
HUNDRED (\$9,500) DOLLARS.

Adopted 2/21/84
City Property
Approves Passage of
The Within Resolution
City Clerk
THE COMMITTEE ON

PROVIDENCE R. I.
 P. W. DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064308
 Date October 24, 1984



Notes:

Cross-Hatched Area (A-B-C-D-E-A)
 Indicates Proposed Sale.
 Said Area Contains 10,641 Sq. Ft.

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing Proposed Sale
 Drawn by J. A. M. Checked by R. D. D.
 Scale Not to Scale Date 10-24-84
 Corrected [Signature] Associate Eng.
 Approved [Signature]

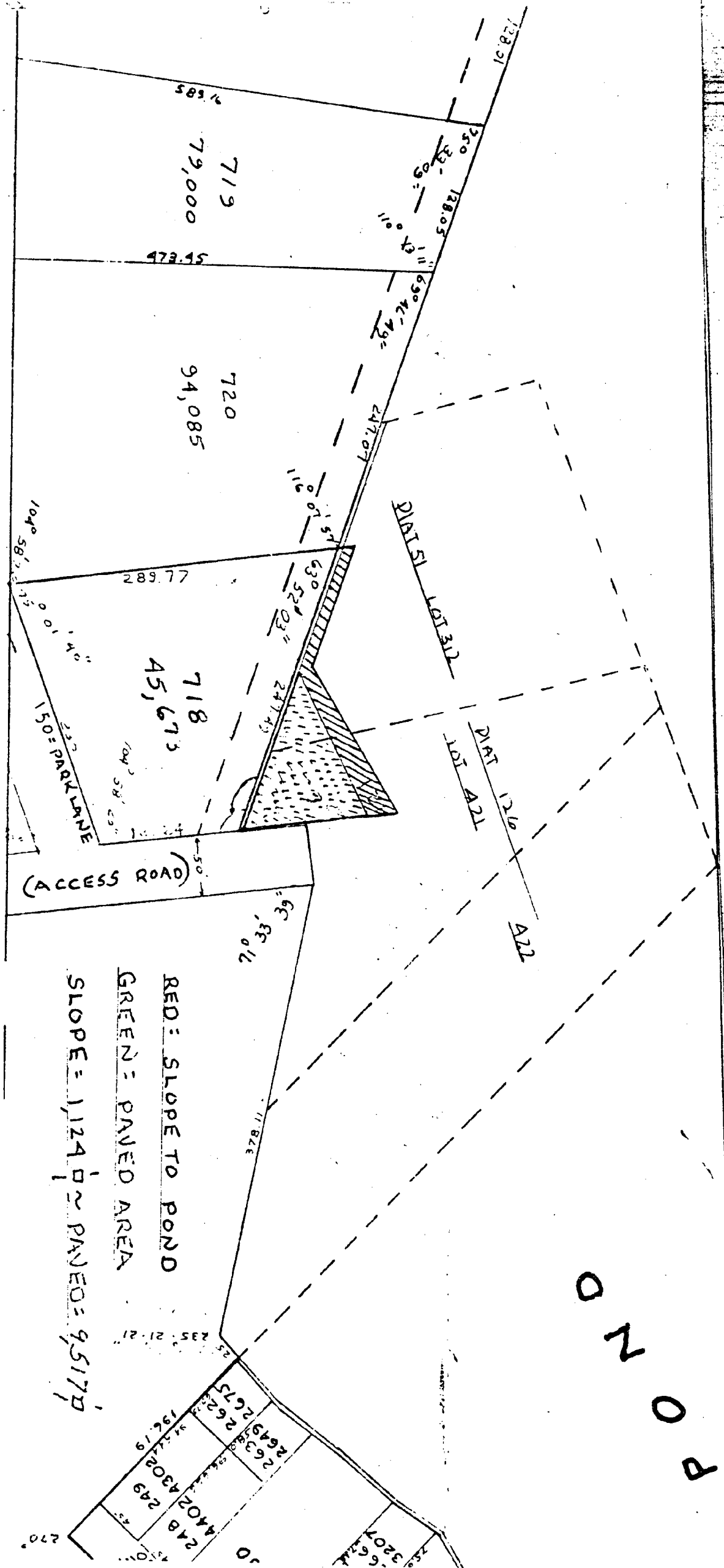
Lot Numbers From Assessor's Plots 50, 51 & 126

CONDITIONS, RESTRICTIONS AND COVENANTS RUNNING WITH THE
LAND REGARDING THE CONVEYANCE BY THE CITY OF PROVIDENCE
TO DANIEL G. AND ANGELA FERRANTI OF LAND ABUTTING
MASHAPAUG POND, BEING A PORTION OF LOT 312 ON A.P. 51,
AND A PORTION OF LOT 421 ON A.P. 126, IN THE CITY OF
PROVIDENCE, R.I., CONTAINING APPROXIMATELY 10,641
SQUARE FEET, MORE OR LESS

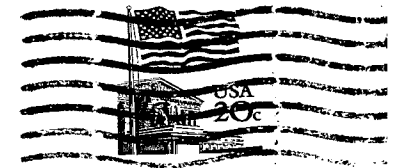
The said grantees do by the execution of this Agreement
or the acceptance of the deed of conveyance agree and covenant
for themselves, their successors, heirs and assigns, as follows:

That for a period of ninety-nine (99) years from the
date of conveyance no fencing, walls or any other enclosure
or barriers of any kind will be erected or maintained (or
cause to be erected or maintained) around, across, or about
the said premises or any portion of same, so that unrestricted
public pedestrian access will be maintained across the said
premises, and to the shoreline of Mashapaug Pond, and to the
adjacent state park and ball field, as the same presently exists

In the event there is a breach of any of the conditions and
covenants herein contained by the grantees, their successors,
heirs or assigns, during said period, (1) all right, title and
interest in and to all of the said premises shall revert auto-
matically to and become the property of the City of Providence,
and it shall have the immediate right of entry on said premises,
and the grantees, their successors, heirs and assigns shall
forfeit all right, title and interest in said premises and in
any and all of the tenements, hereditaments and appurtenances
thereunto belonging; and (2) In addition, the grantees, their
successors, heirs and assigns, will be responsible for and
shall pay the reasonable attorneys' fees and court costs in-
curred by the city or any of its taxpayers in the prosecution
of any suit seeking to enforce said right of reverter to the
city or the forfeiture by the grantees, their successors, heirs
or assigns, and (3) In the event of a breach of any condition
or covenant herein imposed, the grantees, their successors, heirs
or assigns will, upon demand by the City of Providence, take
such action, including the prosecution of suit, or execute such
instruments, as may be necessary or required to evidence
transfer of title to the herein-conveyed premises to the City
of Providence.



BROSCO & BROSCO, P.C.
ATTORNEYS AT LAW
293 SOUTH MAIN STREET
PROVIDENCE, RHODE ISLAND 02903



Sid

Councilman Andrew J. Annaldo, Chairman
Committee on City Property
Department of City Clerk
City Hall
Providence, Rhode Island 02903

FILED
OCT 17 9 46 AM '84
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

BROSCO & BROSCO, P.C.

ATTORNEYS AT LAW
293 SOUTH MAIN STREET
PROVIDENCE, RHODE ISLAND 02903
(401) 272-5555

A. J. BROSCO

FRED BROSCO
1900-1978

PATRICIA A. HURST*
LOUIS A. DESIMONE, JR.*

October 23, 1984

*RHODE ISLAND AND
MASSACHUSETTS

Councilman Andrew J. Annaldo, Chairman
Committee on City Property
Department of City Clerk
City Hall
Providence, Rhode Island 02903

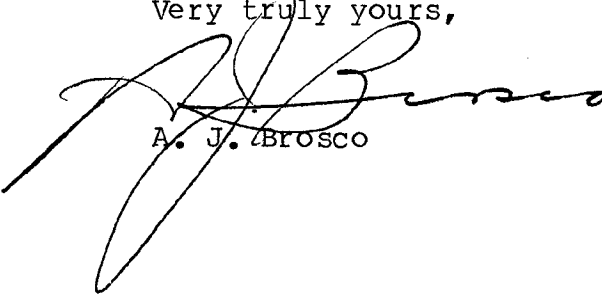
Dear Councilman Annaldo:

I hereby submit a bid on behalf of Daniel G. Ferranti and Angela Ferranti in the sum of \$9,500.00 for the purchase of land abutting Mashapaug Pond located directly behind 150 Park Lane, Providence, R.I. described as: "portion of Lot 312 on City Assessor's Plat 51 and a portion of Lot 421 on City Assessor's Plat 126 containing approximately 10,641 square feet of land, mor or less, Zoned M-1 General Industrial".

I am enclosing herein a certified check in the sum of \$950.00 which represents the 10% called for in your bid.

The intended use of the land is for the parking of vehicles.

Very truly yours,


A. J. Brosco

AJB/oml

Enclosure

THEODORE C. LITTLER
CITY ASSESSOR



Joseph R Paolino Jr
~~VINCENT AXCIANER JR.~~
MAYOR

FINANCE DEPARTMENT CITY ASSESSOR

MEMORANDUM

TO: Andrew J. Annaldo, Chairman
Committee on City Property

FROM: Theodore C. Littler, City Assessor

DATE: September 26, 1984

RE: Request for appraised valuation

As requested I have reviewed the request of the D & A Electroplating Co., 150 Park Lane, for the purchase of approximately 10,600 sq. ft. of city-owned land.

The area in question was created by the company filling in a portion of the Mashapaug Pond. The company started the filling process in 1974. The filling was determined illegal by the Department of Environmental Management, filing violations against the property and ordering the company to remove the fill.

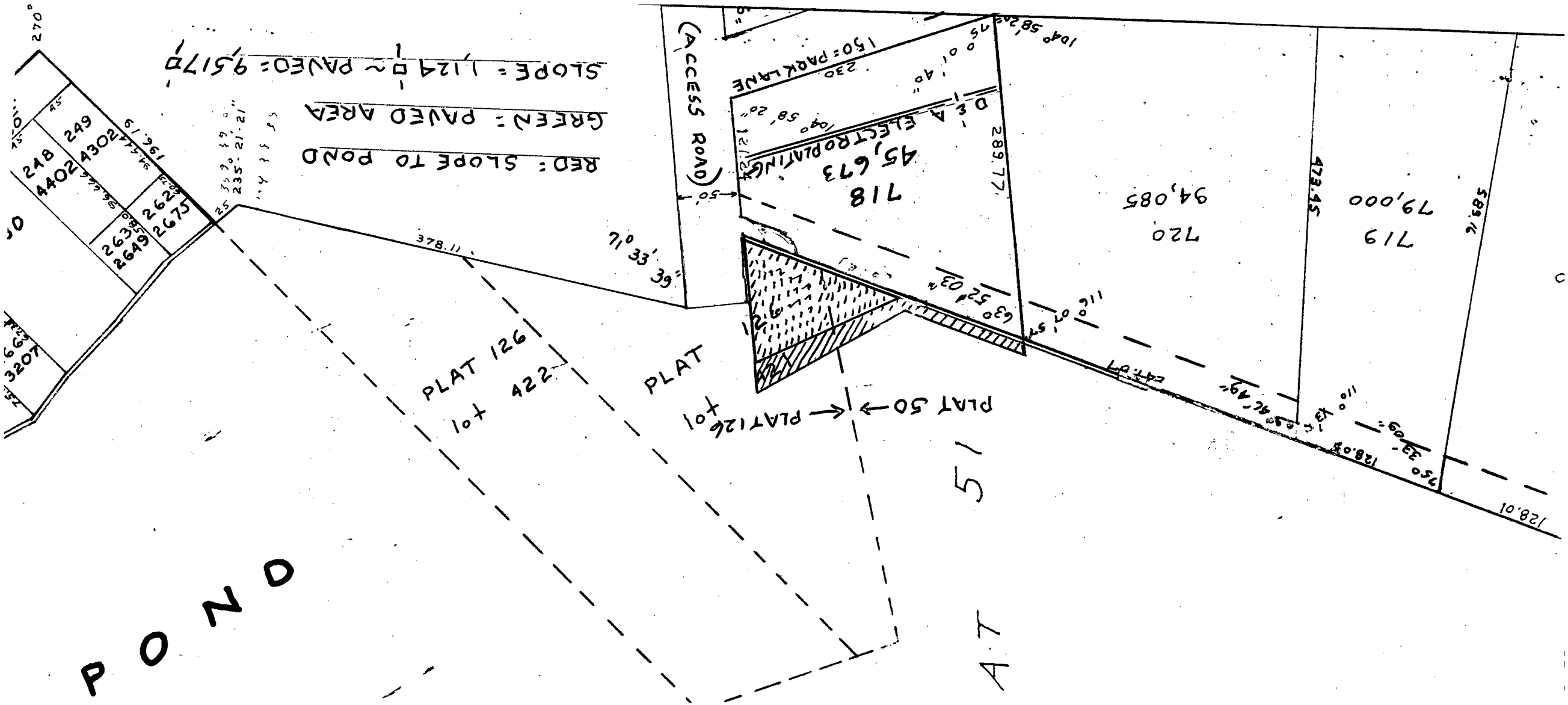
Since that time the violation has been corrected with the violation removed and recorded 8/30/84. The attached drawing outlines the property in question. The company has filled and ultimately paved 9,517 sq. ft. of area, leaving 1,124 sq. ft. of slope area. (The paved area is indicated in green on the drawing, with the sloped area in red.)

While the property is located in an M-1 zone in a developed Industrial Park, this particular property has limited value because of its restricted use. The subject is hampered by an electrical easement which prohibits building and limits the use to parking.

Based on sales in the city of M-1 zoned vacant land and the limited use of the subject, it is my opinion that the parcel has a value of Nine Thousand Five Hundred (\$9,500.00) Dollars. Should this parcel be sold to the abutter, I anticipate the real estate taxes on the newly enlarged lot would increase approximately \$1,000.

ads
attachment

POND



WATERMAN ENGINEERING CO.

PROPOSED DEED
CITY OF PROVIDENCE
TO
D & A ELECTROPLATING CO.

That certain tract or parcel of land with all buildings and improvements thereon situated easterly from Park Lane and northerly from an access road, in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point in the northerly line of an access road, said point being located one hundred twenty-one and 34/100 (121.34) feet from the northeasterly corner of the intersection of Park Lane with said access road; said distance being measured along the southerly property line of land of this Grantee; said point of beginning being the most southeasterly corner of land of this Grantee; said corner also being the most southwesterly corner of the herein described parcel;

thence running in a northeasterly direction, by and with other land of this Grantee, a distance of two hundred forty-seven and 49/100 feet to a corner; said corner being the most northwesterly corner of the herein described parcel;

thence turning an interior angle of $116^{\circ}-08'-00''$ and running in a southeasterly direction, by and with other land of this Grantor, a distance of thirteen and 00/100 (13.00) feet to a corner; said corner being the most northeasterly corner of the herein described parcel;

thence turning an interior angle of $63^{\circ}-52'-00''$ and running in a southwesterly direction, by and with other land of this Grantor, along a line approximating the top of bank of the Mashapaug Pond, a distance of one hundred five and 92/100 (105.92) feet to a corner;

thence turning an interior angle of $231^{\circ}-16'-21''$ and running in a southerly direction, by and with other land of this Grantor, along a line approximating the top of bank of the Mashapaug Pond, a distance of one hundred forty and 40/100 (140.40) feet to a corner; said corner being the most southeasterly corner of the herein described parcel;

thence turning an interior angle of $64^{\circ}-51'-36''$ and running in a northwesterly direction, by and with other land of this Grantor, along the northerly line of the aforementioned access road, a distance of one hundred thirty-five and 00/100 (135.00) feet to the point and place of beginning.

The last course making an angle of $63^{\circ}-52'-03''$ with the first herein described course.

Containing, by calculation, 10,641 square feet of land.

WATERMAN ENGINEERING COMPANY - September 1984



The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

September 20, 1984

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 09203

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2139 - Proposed Sale of City Property
Illegal landfill in Mashapaug Pond
on the rear of Lot 718 on A.P. 50

Gentlemen:

The City Plan Commission, at its September 5, 1984 regular monthly meeting, reviewed and evaluated the subject referral from your Committee.

The petitioners are Mr. Daniel and Angela Ferranti, owners of D&A Electroplating Company located on Lot 718 on A.P. 50, who are represented by Attorney at Law, Mr. A.J. Brosco.

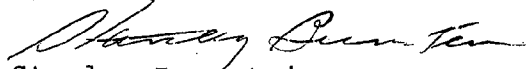
The Commission comments and recommendations are as follows:

A field inspection revealed that the subject piece of land was created by illegal landfill in the Mashapaug Pond in 1976 by the owners of D & A Electroplating Co. The State Department of Environmental Management in 1976 told D & A Ferrenti to stop filling and in 1982 gave an order to remove fill it had placed illegally in Mashapaug Pond. The subject piece of land is paved and used as a parking lot.

According to a preliminary Mashapaug Pond study - Concept of Development the subject piece of land is proposed to be used for recreational purposes.

The Commission voted unanimously to mandate that the subject piece of land be retained in public ownership and that the petition be denied.

Sincerely yours,


Stanley Bernstein
Director

SB/cd

cc: Councilman David G. Dillon

FILED

SEP 21 2 43 PM '84

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

BROSCO & BROSCO, P.C.

ATTORNEYS AT LAW
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PATRICIA A. HURST*
LOUIS A. DESIMONE, JR.*

September 24, 1984

*RHODE ISLAND AND
MASSACHUSETTS

Providence City Hall
25 Dorrance Street
Providence, RI 02903

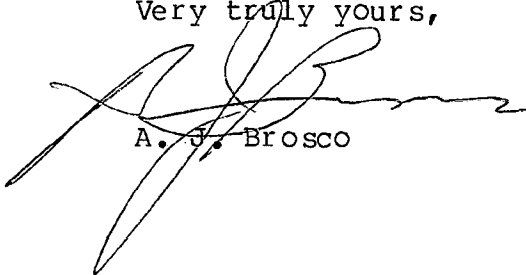
Attention: Ms. Rose M. Mendonca
City Clerk

RE: Complaint No. 1159

Dear Ms. Mendonca:

As per the request of Vincent Pallozzi, I am enclosing
herein a copy of the letter dated August 30, 1984, which we
received from the Department of Environmental Management con-
cerning the above matter.

Very truly yours,


A. J. Brosco

AJB/oml

Enclosure



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Environmental Management
DIVISION OF LAND RESOURCES
38 State Street
Providence, R.I. 02908

August 30, 1984

Ms. Rose M. Mendonca
Providence City Clerk
25 Dorrance Street
Providence, RI 02903

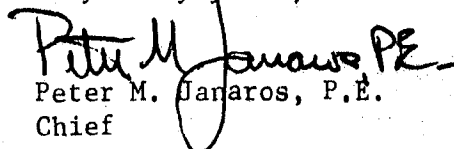
COMPLAINT NO. 1159

Dear Ms. Mendonca:

Attached please find a copy of a "Notice of Violation" relating to property owned by the City of Providence and located at the rear of #150 Park Lane, in Providence, Rhode Island. This "Notice of Violation" was forwarded to your office on February 26, 1982 to be recorded in the land evidence records of the City of Providence.

I request that you remove the aforementioned "Notice of Violation" from the land evidence records at this time. Thank you for your cooperation in this matter.

Very Truly yours,


Peter M. Janaros, P.E.
Chief
Division of Land Resources

CGW/PMJ/cw

Enclosure: copy Notice of Violation

cc: City of Providence

CERTIFIED MAIL/RETURN RECEIPT REQUESTED



DEPARTMENT OF PUBLIC WORKS

October 29, 1984

DEED OF CONVEYANCE

That certain tract or parcel of land situated in the City of Providence, R. I., shown as cross-hatched area on the accompanying plan entitled, "Providence, R. I. - P.W. Dept. Engineering Office, City Property Section, Plan No.: 064308, Date: October 24, 1984", bounded and described as follows:

Beginning at a point in the northerly line of an access road, said point being located one hundred twenty-one and 34/100ths (121.34') feet from the northeasterly corner of the intersection of Park Lane and access road and point marked "A" on the accompanying plan;

Thence running in a northeasterly direction, bounded westerly by land now or lately of D.A. Electroplating Co., two hundred forty-seven and 49/100ths (247.49') feet to a corner: said point being the northwesterly corner of herein described parcel and point marked "B" on the accompanying plan;

Thence turning an interior angle of $116^{\circ}-08'-00''$, and running in a southeasterly direction, a distance of thirteen and 00/100ths (13.00') feet to a corner: said corner being the northeasterly corner of herein described parcel and point marked "C" on the accompanying plan;

Thence turning an interior angle of $63^{\circ}-52'-00''$ and running in a southwesterly direction, a distance of one hundred five and 92/100ths (105.92') feet to an angle and point marked "D" on the accompanying plan;

Thence turning an interior angle of $231^{\circ}-16'-21''$ and running in a southerly direction, a distance of one hundred forty and 40/100ths (140.40') feet to a corner and point marked "E" on the accompanying plan;

Thence turning an interior angle of $64^{\circ}-51'-36''$, and running in a northwesterly direction along the northerly line of access road, a distance of one hundred thirty five and 00/100ths (135.00') feet to a corner, and point marked "A" on the accompanying plan, said point being point and place of beginning;

October 29, 1984

The last herein described line making an angle of $63^{\circ}-52'-03''$,
with the first herein described line.

Said parcel of land contains 10,641 square feet of land.

R. J. Quigley/j



Department of Law

"Building Pride In Providence"

May 14, 1985.

Mrs. Rose Mendonca,
City Clerk,
Providence City Hall,
Providence, Rhode Island 02903.

Dear Mrs. Mendonca:

RE: MASHPAUG POND DEED

Enclosed please find the final Modifications of Restrictions to the deed authorized by Resolution No. 593, approved November 5, 1984.

This department will take the necessary steps to have the proper legal documents drawn and executed.

Respectfully submitted,


EDWARD C. CLIFTON,
CITY SOLICITOR

ECC:RAF

Enc.

MODIFICATION OF RESTRICTIONS

Re
De
THAT for a period of ninety-nine (99) years from the date of conveyance no fencing, wall, barrier or enclosure of any kind will be erected or maintained along the southern boundary of said parcel or upon any portion of said parcel whereby the erection or maintenance of same shall result in preventing or restricting pedestrian access to Mashpaug Pond. Unrestricted public pedestrian access will be maintained across the said premises to the shoreline of Mashpaug Pond, and to the adjacent state park and ball field, as the same presently exists.

In the event there is a breach of any of the conditions and covenants herein contained by the grantees, their recorded successors, heirs or assigns, during said period, (1) All right, title and interest in and to all of the said premises shall revert to and become property of the City, provided that prior to said reversion City and/or ^{ANY} person shall give to Grantees, recorded successors and assigns, and to bona fide mortgage holders thirty (30) days prior written notice, certified mail, return receipt requested, of City's intention to exercise right of reverter, and provided that Grantees, recorded successors and assigns shall have the right during said thirty (30) days to cure the violation or violations so noticed, and if such violation or violations is (are) so cured, there shall be no such reversion. Failure to so cure shall permit the City to have immediate right to entry on said premises, and the Grantees, their recorded successors, heirs or assigns shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; and (2) In addition, the Grantees, their recorded successors, heirs and assigns will be responsible for and shall pay the reasonable attorneys' fees and court costs incurred by the City or any of its taxpayers in the prosecution of any suit seeking to enforce said right of reverter to the City or the forfeiture by the Grantees, their recorded successors, heirs or assigns, and (3) In the event of a breach of any condition or covenant herein imposed, which breach continues uncured beyond the expiration of said cure period, the Grantees, their recorded successors, heirs or assigns will, upon demand by the City of Providence, take such action including the prosecution of suit, or execute such instrument as may be necessary or required to evidence transfer of title to the herein conveyed premises to the City of Providence.