



# PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3, RHODE ISLAND GASPEE 1-7740

February 16, 1959

## 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 King Realty, Inc., of the City and County of Providence, 2 parcels of land which are 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.

King Realty, Inc., the prospective purchaser, is the owner of an industrial plant abutting on the project area. The proposed sale will afford it the opportunity to expand the present plant and to provide for adequate off-street parking and loading facilities. Negotiations with this owner of an industrial plant adjacent to the project area was carried on pursuant to Part B 4 (i) of the Redevelopment Plan which permits this Agency to negotiate the sale of land to owners of adjacent industrial plants for off-street parking and loading or for expansion purposes.

Respectfully submitted,

*Chester R. Martin*

Chester R. Martin  
Chairman

IN CITY COUNCIL

FEB 19 1959

CRM:fs

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

*Robert Whelan*  
CLERK

CHESTER R. MARTIN  
CHAIRMAN  
MORRIS S. WALDMAN  
VICE CHAIRMAN

ALBERT HARRNESS  
EDMUND M. MAURO  
TIMOTHY A. PURCELL

JAMES F. REYNOLDS  
EXECUTIVE DIRECTOR  
JOHN R. KELLAN  
SECRETARY

ASSISTANTS

THE CITY OF NEW YORK, 1917

By and before the undersigned, Mayor of the City and County of New York, State of New York, a public body corporate and politic created by the Council of the City of New York, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the City and County of New York, State of New York, in the office of the City Clerk.

2. The Mayor of the City and County of New York, State of New York, do hereby certify that the same is a true and correct copy of the original of the same as the same is on file in the City and County of New York, State of New York, in the office of the City Clerk.

THE CITY OF NEW YORK

THE CITY OF NEW YORK, 1917

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## AGREEMENT

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1953,  
by and between the Providence Redevelopment Agency of the City and County of  
Providence, State of Rhode Island, a public body corporate and politic  
created by the General Assembly of the State of Rhode Island (hereinafter  
called the "Agency") and King Realty Company, a Rhode Island corporation with  
its principal office in the City and County of Providence, State of Rhode  
Island (hereinafter called "King").

1. The Agency agrees to sell and King hereby agrees to purchase  
these certain tracts or lots of land as hereinafter described.

### Lot 1

That certain tract of land situated in the City of Providence and  
State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of the tract of land herein  
described, said corner being the intersection of the westerly line of  
West River Street and the northerly face of the southerly wall of the  
West River;

thence, running North sixty-nine degrees, forty-one minutes and  
twenty seconds West ( $N 69^{\circ} 41' 20'' W$ ) along the northerly face of the  
southerly wall of the West River seventy-six and 00/100 (76.00) feet,  
more or less, to a point of curvature;

thence, running generally west in the arc of a circle with a  
radius of forty and 00/100 (40.00) feet and a central angle of forty-  
five degrees, ten minutes and no seconds ( $45^{\circ} 10' 00''$ ) along the said  
northerly face of the southerly wall of the West River thirty-one  
and 51/100 (31.51) feet, more or less, to a point of tangency;

thence, running South sixty-five degrees, eight minutes and forty  
seconds West ( $S 65^{\circ} 08' 40'' W$ ) along the said northerly face of the  
southerly wall of the West River one hundred twenty-two and 30/100  
(122.30) feet, more or less, to a point of curvature;

thence, running generally southwest in the arc of a circle with  
a radius of forty and 00/100 (40.00) feet and a central angle of  
forty-one degrees, forty-six minutes and no seconds ( $41^{\circ} 46' 00''$ )  
along the said northerly face of the southerly wall of the West River  
twenty-nine and 16/100 (29.16) feet, more or less, to a point of tangency;

thence, running south twenty-three degrees, twenty-two minutes and forty seconds West ( $S 23^{\circ} 22' 40'' W$ ) along the said northerly face of the southerly wall of West River one hundred three and  $27/100$  (103.27) feet, more or less, to a point of curvature;

thence, running generally Southwest in the arc of a circle with a radius of thirty and  $04/100$  (30.04) feet and a central angle of fifty-five degrees, no minutes and no seconds ( $55^{\circ} 00' 00''$ ) along the said northerly face of the southerly wall of the West River twenty-eight and  $04/100$  (28.04) feet, more or less, to a point;

thence, turning and running South thirteen degrees, twenty-five minutes and fifty seconds West ( $S 13^{\circ} 25' 50'' W$ ) twenty and  $14/100$  (20.14) feet, more or less, to a point;

thence, turning an interior angle of ninety degrees, ten minutes and no seconds ( $90^{\circ} 10' 00''$ ) and running South seventy-six degrees, twenty-four minutes and ten seconds East ( $S 76^{\circ} 24' 10'' E$ ) fifty-four and  $61/100$  (54.61) feet, more or less, to a point;

thence, turning an interior angle of two hundred sixty-nine degrees, fifty minutes and no seconds ( $269^{\circ} 50' 00''$ ) and running South thirteen degrees, twenty-five minutes and fifty seconds West ( $S 13^{\circ} 25' 50'' W$ ) twelve and  $54/100$  (12.54) feet, more or less, to a point;

thence, turning an interior angle of ninety degrees, ten minutes and no seconds ( $90^{\circ} 10' 00''$ ) and running South seventy-six degrees, twenty-four minutes and ten seconds East ( $S 76^{\circ} 24' 10'' E$ ) two hundred twenty one and  $24/100$  (221.24) feet, more or less, to a point;

thence, turning an interior angle of two hundred sixty-nine degrees, twenty-nine minutes and thirty seconds ( $269^{\circ} 29' 30''$ ) and running South twelve degrees, fifty-seven minutes and twenty seconds West ( $S 12^{\circ} 57' 20'' W$ ) one hundred eighty and  $14/100$  (180.14) feet, more or less;

thence, turning and running generally Northeast and curving to the right in the arc of a circle having a radius of two hundred sixty-three and  $14/100$  (263.14) feet and a central angle of twenty-nine degrees, forty-two minutes and fifty-six seconds ( $29^{\circ} 42' 56''$ ) one hundred thirty six and  $61/100$  (136.61) feet, more or less, to a point of reverse curvature;

thence, running generally North and curving to the left in the arc of a circle, having a radius of forty and  $04/100$  (40.04) feet and a central angle of eighty degrees, thirty-nine minutes and thirty-six seconds ( $80^{\circ} 39' 36''$ ), fifty-six and  $11/100$  (56.11) feet, more or less, to a point of tangency;

thence, running North twelve degrees, thirty-two minutes and forty seconds West ( $N 12^{\circ} 32' 40'' W$ ) one hundred fifty-two and  $14/100$  (152.14) feet, more or less, to a point of curvature;

thence, running generally North and curving to the right in the arc of a circle with a radius of six hundred thirty and  $04/100$  (630.04) feet and a central angle of five degrees, forty-one minutes and fifty-one seconds ( $5^{\circ} 41' 51''$ ) sixty two and  $01/100$  (62.01) feet, more or less, to a point;

thence, turning and running North seventy-eight degrees, twenty-five minutes and ten seconds West ( $N 78^{\circ} 25' 10'' W$ ) thirty-two and  $07/100$  (32.07) feet, more or less, to a point on the westerly line of West River Street;

thence, turning an interior angle of two hundred seventy degrees, no minutes and no seconds ( $270^{\circ} 00' 00''$ ) and running North eleven degrees, thirty minutes and fifty seconds East ( $N 11^{\circ} 30' 50'' E$ ) eighty-nine and  $51/100$  (89.51) feet, more or less, along the westerly line of West River Street to the point and place of beginning.

Said tract herein described contains seventy-seven thousand nineteen (77,000) square feet of land, more or less.

### Art. I

That certain tract of land situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the southeastern corner of the tract of land herein described said point being South eighty-two degrees, thirty-one minutes and no seconds East ( $S 82^{\circ} 31' 00'' E$ ) eighteen and  $14/100$  (18.14) feet, more or less, from the southeastern corner of the tract of land now or formerly known as King Realty Company;

thence, running South sixty-six degrees, twenty-four minutes and no seconds East ( $S 66^{\circ} 24' 00'' E$ ) fifty-five and  $05/100$  (55.05) feet, more or less, to a point;

thence, turning an interior angle of ninety (90) degrees and running North twenty-three degrees, thirty-six minutes and no seconds East ( $N 23^{\circ} 36' 00'' E$ ) two hundred seventy-nine and  $00/100$  (279.00) feet, more or less, to a point of curvature;

thence, turning and running generally northeast in the arc of a circle with a radius of five hundred sixty-seven and  $97/100$  (567.97) feet and an interior angle of fourteen degrees, forty-eight minutes and no seconds ( $14^{\circ} 48' 00''$ ) one hundred forty-six and  $71/100$  (146.71) feet, more or less, to a point of tangency;

thence, running along a line tangent to the last described curvature South thirty-eight degrees, twenty-four minutes and no seconds West ( $S 38^{\circ} 24' 00'' W$ ) three hundred twenty-four and  $16/100$  (324.16) feet, more or less, to a point;

thence, turning an interior angle of one hundred sixty-six degrees, sixteen minutes and no seconds ( $166^{\circ} 16' 00''$ ) and running South twenty-four degrees, forty minutes and no seconds West ( $S 24^{\circ} 40' 00'' W$ ) eighty-three and  $03/100$  (83.03) feet, more or less, to a point;

thence, turning an interior angle of one hundred fifty-eight degrees, nineteen minutes and no seconds ( $158^{\circ} 19' 00''$ ) and running South three degrees, fifty-nine minutes and no seconds West ( $S 3^{\circ} 59' 00'' W$ ) twenty-nine and  $05/100$  (29.05) feet, more or less, to the point and place of beginning.

Said tract herein described contains fifteen thousand twenty-six (15,026) square feet of land, more or less.

2. Said premises are to be conveyed within \_\_\_\_\_ days after a notice in writing by certified mail by the Agency to King of completion of the site improvements ~~for which said premises~~ be required by the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, approved by Chapter 1064 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, or \_\_\_\_\_ days after the abandonment of the public easement or highway in those portions of West River Street and Elk Street by the City Council of the City of Providence as hereinafter set forth more fully.

3. The Agency shall give to King a good and sufficient bargain and sale deed conveying the said premises free from all encumbrances, except as to easements and restrictions hereinafter set forth, and for each deed and conveyance, King is to pay the sum of Twenty-eight Thousand Dollars (\$28,000.00) of which Twenty-eight Hundred Dollars (\$2800.00) have been paid this date and Twenty-five Thousand Two Hundred Dollars (\$25,200.00) are to be paid upon delivery of said deed.

4. 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 dated April 20, 1958, and recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1076 at Page 111 are hereby incorporated herein by reference and made a part hereof as if more fully set forth and said restrictions and protective covenants shall continue in full force and effect for the time specified in said Declaration of Restrictions and Protective Covenants. (A copy of said Declaration of Restrictions and Protective Covenants is attached hereto for information purposes only.)

(b) King, 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 and/or structure. 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 subparagraph (b) through (f) hereof shall run with the land and shall continue in full force and effect until July 11, 1996 unless sooner modified by the parties in accordance with the said Redevelopment Plan and shall then terminate and cease, provided, however, that the restrictions set forth in subparagraphs (d), (e) and (f) shall not be applicable to Lot F.

5. The conveyance of the aforescribed premises shall be made subject to the following easements or rights-of-way:

(a) Railroad right-of-way

The conveyance of Lot F shall be made subject to a right-of-way for railroad purposes granted by the Providence Redevelopment Agency to the City of Providence in a certain instrument dated the \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_ and recorded in the Office of the Recorder of Deeds of the City of Providence in Book \_\_\_\_\_ at Page \_\_\_\_\_.

**(b) Power Easement**

The conveyance of Lot H shall be made subject to a power easement entered into by and between the Providence Redevelopment Agency and the Harrington Electric Company on the \_\_\_\_\_ day of \_\_\_\_\_, 1971, and recorded in the Office of the Recorder of Deeds of the City of Providence in Book \_\_\_\_\_ at Page \_\_\_\_\_.

**(c) Right of Passage Easement**

1. The Agency reserves to itself, its successors, assigns and grantees, a right or easement to pass and repass on foot or with vehicles over that strip of land bounded and described as follows and as shown on Map No. \_\_\_\_\_, attached hereto and made a part hereof, said strip being a portion of the premises heretofore designated as Lot No. H:

That certain tract of land situated in the City of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point on the westerly boundary of the above described lot "H" said point being North twelve degrees, fifty-seven minutes and twenty seconds East ( $N 12^{\circ} 57' 20'' E$ ) one hundred ten and 11/100 (110.11) feet from the southerly corner of said lot "H";

thence, running North twelve degrees, fifty seven minutes and twenty seconds East ( $N 12^{\circ} 57' 20'' E$ ) along the westerly boundary of said lot "H" thirty six and 75/100 (36.75) feet to a point;

thence, turning an interior angle of fifty-four degrees, sixteen minutes and forty-nine seconds ( $54^{\circ} 16' 49''$ ) and running South forty-one degrees, nineteen minutes and twenty nine seconds East ( $S 41^{\circ} 19' 29'' E$ ) ninety-seven and 75/100 (97.75) feet to a point;

thence, turning and running southeasterly along an arc curving to the left and subtended by an angle of eight degrees, four minutes and thirty seconds ( $8^{\circ} 04' 30''$ ) and a radius of two hundred sixty three and 54/100 (263.54) feet, thirty seven and 00/100 (37.00) feet to a point;

thence, turning and running North forty-one degrees, nineteen minutes and twenty-nine seconds East ( $N 41^{\circ} 19' 29'' E$ ) sixty-four and 32/100 (64.32) feet to the point and place of beginning.



2. In addition to the foregoing, King agrees that it shall grant to the Agency, its successors, assigns and grantees full and free right, liberty and authority to pass and repass on foot and by vehicle over that strip of land bounded and described as follows and as shown on Map No. \_\_\_\_\_ attached hereto and made a part hereof. Said strip being a portion of West River Street that will revert to King upon abandonment of the public highway by the City Council of the City of Providence.

That certain tract of land situated in the City of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point on the easterly boundary of lot 22, Flat 100 of the records of the Tax Assessor, City of Providence, land now or formerly known as King Realty Company, said point being eight and 87/100 (8.87) feet from the northeasterly corner of said lot 20;

thence, turning and running South forty-one degrees, nineteen minutes and twenty-nine seconds East ( $84^{\circ} 16' 29'' E$ ) twenty and 37/100 (20.37) feet to a point;

thence, turning an interior angle of one hundred twenty-five degrees, forty-three minutes and eleven seconds ( $125^{\circ} 43' 11''$ ) and running South twelve degrees, fifty-seven minutes and twenty seconds West ( $S 12^{\circ} 57' 20'' W$ ) thirty six and 95/100 (36.95) feet to a point;

thence, turning an interior angle of fifty-four degrees, sixteen minutes and forty-nine seconds ( $54^{\circ} 16' 49''$ ) and running North forty-one degrees, nineteen minutes and twenty-nine seconds West ( $N 41^{\circ} 19' 29'' W$ ) twenty and 37/100 (20.37) feet to a point on the easterly boundary of Lot 21, Flat 100 of the records of the Tax Assessor, City of Providence, land now or formerly known as King Realty Company;

thence, turning an interior angle of one hundred twenty-five degrees, forty-three minutes and eleven seconds ( $125^{\circ} 43' 11''$ ) and running North twelve degrees, fifty-seven minutes and twenty seconds East ( $N 12^{\circ} 57' 20'' E$ ) thirty six and 95/100 (36.95) feet along the easterly boundary of said lots 21 and 22 to the point and place of beginning.

3. It is the intention of the parties hereto that the easement reserved by the Agency for the purpose of passing and repassing on foot and by vehicle and the easement for the same purpose to be granted by King to the Agency shall join and connect with each other and with that certain easement existing over land presently owned by King as set forth in a certain Deed from King to Bechtel Land Company dated September 17, 1936 and recorded in the records of the Recorder of Deeds of the City of Providence in Deed Book 1033 at Page 154 and described therein as follows:

"Also from and after such time as the Grantor shall have erected a "Tower House" on the area outlined and designated by the letters F, G, H, I, J, and K on the map hereto attached and made a part hereof the right to use in common with the Grantor, for the passage of vehicles bringing fuel to said "Tower House" a certain roadway extending from a gate in the northeasterly line of West River Street ~~from the corner of Hill Street~~ along and over land of the grantor, ~~thence northeasterly~~ and then ~~northeasterly~~ around the northeasterly and northeasterly sides of the buildings on remaining land of the Grantor, to the premises hereinabove described . . ."

4. King further agrees that the conveyance by it of the aforementioned right of way shall be made simultaneously with the conveyance to it of the bargain and sale deed by the Agency conveying the premises described in paragraph 1 hereof.

6. Full possession of the said premises is to be delivered to King at the time of delivery of the deed.

7. Prior to the conveyance of premises aforesaid, upon written notice by King that it desires to use said lot for off-street parking, King may enter upon and use said lot provided King shall pay to the Agency a monthly rental in the sum of \$25.00. Said tenancy shall run from month to month from the date of said notice to the date of the tender by the Agency to King of the aforesaid Bargain and Sale Deed. The tenant shall be responsible for the maintenance and care of the rented premises and shall maintain and keep public liability insurance in the sum of \_\_\_\_\_ during the term of said tenancy.

8. Taxes assessed December 31st of the year prior to the tender of the bargain and sale deed shall be apportioned as of the day of delivery of the deed.

9. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should by law be recorded at 2:00 P.M. on the \_\_\_\_\_ day after the notice provided for in paragraph 2 is given, unless some other time and place should be mutually agreed upon.

10. If the Agency shall be unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereunder shall cease, but the acceptance of a deed and possession by King shall be deemed to be a full performance and discharge thereof.

11. It is further understood and agreed that the sale of the premises described in paragraph 1 above is subject to the abandonment by the City Council of the City of Providence of the public easement or right-of-way of those portions of West River Street and Elk Street contained in the Project No. W.R.I. 1-6 and abutting on land now owned by King and the premises to be sold to King by this agreement. King further agrees to join with the Agency in a petition to the City Council for the said abandonment referred to herein and in urging the City Council to abandon the public easement or right-of-way in said portion of West River Street. Said abandonment of Elk Street and West River Street shall be subject to the existing easement for present sewer facilities.

12. In consideration of the execution of this agreement, King has given to the Agency an executed agreement, a copy of which is attached hereto and made a part hereof, wherein King has agreed to accept the sum of Eighteen Thousand (\$18,000) Dollars as full and fair value of the tract or parcel of land with all buildings and improvements thereon situated in the City of Providence designated as Lots No. 195 and 196 on Assessor's Plat 174 of the records of the Tax Assessor of the City of Providence for the year 1956. Payment of said sum of Eighteen Thousand (\$18,000) Dollars, which said sum shall include all interest due from the date of the taking, shall be made upon delivery of a good and sufficient bargain and sale deed conveying the said premises free from all encumbrances.

Upon receipt by King from the Agency of the said Eighteen Thousand (\$18,000) Dollars as provided for in the attached agreement, King agrees to enter into a stipulation with the Agency naming the action entitled "King Realty, Inc. vs.

Providence Redevelopment Agency, N.P. No. 4202" pending before the Superior Court of the County of Providence, "Settled, no costs",

In the event that King is unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereunder shall cease.

13. King further agrees to authorize its attorney of record to prepare and execute all necessary documents and papers required to obtain the entry of a decree of the Superior Court for the County of Providence authorizing the payment of the agreed sum to be made from the funds deposited by the Agency in the Registry of Court.

14. 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.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

\_\_\_\_\_  
Chairman

KIM BEALEY COMPANY

\_\_\_\_\_  
President



# PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3, RHODE ISLAND GASPEE 1-7740

February 16, 1959

## 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 Corliss Realty Co., Inc. of the City of Providence the 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.

Corliss Realty Co., Inc., the prospective purchaser, is the owner of an industrial plant abutting on the project area. The proposed sale will afford it the opportunity to expand the present plant and to provide for adequate off-street parking and loading facilities. Negotiations with this owner of an industrial plant adjacent to the project area was carried on pursuant to Part B 4 (i) of the Redevelopment Plan which permits this Agency to negotiate the sale of land to owners of adjacent industrial plants for off-street parking and loading or for expansion purposes.

Respectfully submitted,

*Chester R. Martin*

Chester R. Martin  
Chairman

IN CITY COUNCIL

FEB 19 1959

CRM:fs

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*W. Everett Whelan*  
CLERK

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CHAIRMAN  
MORRIS S. WALDMAN  
VICE CHAIRMAN

ALBERT HARKNESS  
EDMUND M. MAURO  
TIMOTHY A. PURCELL

JAMES F. REYNOLDS  
EXECUTIVE DIRECTOR  
JOHN R. KELLAR  
SECRETARY

# AGREEMENT

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between the Providence Redevelopment Agency of the City and County of Providence, State of Rhode Island, a public body corporate and politic created by the General Assembly of the State of Rhode Island (hereinafter called the "Agency") and Carlisle Realty Inc., a Rhode Island corporation with its principal office in the City and County of Providence, State of Rhode Island, (hereinafter called "Carlisle").

1. The Agency agrees to sell and Carlisle agrees to purchase that certain tract or lot of land as hereinafter described:

## Lot 1

That certain tract of land situated in the City of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point in the southeasterly corner of the tract of land herein described, said point being on the westerly line of Cross Street, North twenty three degrees, thirty six minutes and no seconds East (N 23° 36' 00"E) four hundred fifty six and 76/100 (456.76) feet from a point on the prolongation of the northerly line of Charles Street, said point on the prolongation of the northerly line of Charles Street being one thousand one hundred thirty six and 27/100 (1136.27) feet westerly from the intersection of the said northerly line of Charles Street and the westerly line of Nichols Street;

thence, running North twenty five degrees, seven minutes and forty seconds West (N 25° 07' 40"W) one hundred three and 45/100 (103.45) feet to a point;

thence, turning an interior angle of one hundred seventy one degrees, nine minutes and no seconds (171° 09' 00") and running North sixteen degrees, sixteen minutes and forty seconds West (N 16° 16' 40"W) thirty four and 02/100 (34.02) feet to a point;

thence, turning an interior angle of one hundred thirty nine degrees, thirty minutes and no seconds (139° 30' 00") and running North twenty-four degrees, thirteen minutes and twenty seconds East (N 24° 13' 20"E) one hundred ninety nine and 82/100 (199.82) feet to a point;

thence, turning an interior angle of ninety degrees, four minutes and thirty seconds (90° 04' 30") and running South sixty five degrees, fifty one minutes and ten seconds East (S 65° 51' 10"E) fourteen and 42/100 (14.42) feet to a point;

thence, turning an interior angle of two hundred sixty nine degrees, fifty one minutes and fifty seconds (269° 51' 50") and running North twenty four degrees, seventeen minutes and no seconds East (N 24° 17' 00"E) fifty nine and 50/100 (59.50) feet to a point;

thence, turning an interior angle of ninety degrees, forty minutes and fifteen seconds (90° 40' 15") and running North sixty six degrees, twenty three minutes and fifteen seconds East (S 66° 23' 15"E) fifteen and 31/100 (15.31) feet to a point;

thence, turning an interior angle of two hundred sixty-nine degrees, twenty minutes and fifty-five seconds ( $269^{\circ} 20' 55''$ ) and running North twenty-four degrees, fifteen minutes and fifty-seconds East ( $N 24^{\circ} 15' 50'' E$ ) three hundred twenty-eight and  $21/100$  (328.21) feet to a point;

thence, turning an interior angle of ninety degrees, six minutes and twenty seconds ( $90^{\circ} 06' 20''$ ) and running South sixty-five degrees, fifty minutes and thirty seconds East ( $S 65^{\circ} 50' 30'' E$ ) thirty-four and  $61/100$  (34.61) feet to a point;

thence, turning an interior angle of two hundred nineteen degrees, forty minutes and no seconds ( $219^{\circ} 40' 00''$ ) and running North seventy-four degrees, twenty-nine minutes and thirty seconds East ( $N 74^{\circ} 29' 30'' E$ ) sixteen and  $77/100$  (16.77) feet to a point;

thence, turning an interior angle of two hundred seventy degrees, no minutes and no seconds ( $270^{\circ} 00' 00''$ ) and running North fifteen degrees, thirty minutes and thirty seconds East ( $N 15^{\circ} 30' 30'' E$ ) eight and  $21/100$  (8.21) feet to a point;

thence, turning an interior angle of one hundred sixty degrees, thirty minutes and thirty seconds ( $160^{\circ} 30' 30''$ ) and running North three degrees, fifty-nine minutes and no seconds East ( $N 3^{\circ} 59' 00'' E$ ) nineteen and  $61/100$  (19.61) feet to a point;

thence, turning an interior angle of seventy degrees, twenty-three minutes and no seconds ( $70^{\circ} 23' 00''$ ) and running South sixty-six degrees, twenty-four minutes and no seconds East ( $S 66^{\circ} 24' 00'' E$ ) twenty-seven and  $61/100$  (27.61) feet to a point;

thence, turning an interior angle of ninety degrees, no minutes and no seconds ( $90^{\circ} 00' 00''$ ) and running South twenty-three degrees, thirty-six minutes and no seconds East ( $S 23^{\circ} 36' 00'' E$ ) seven hundred sixteen and  $24/100$  (716.24) feet to the point and place of beginning;

Said tract herein described contains fifty-one thousand six hundred fifty-nine (51,659) square feet of land, more or less.

2. Said premises are to be conveyed on or before the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by a good and sufficient bargain and sale deed by the Agency conveying the said premises free from all encumbrances, except as to covenants and restrictions hereinafter set forth and for each deed and conveyance herein is to pay the sum of Twenty One Thousand Dollars (\$21,000) of which Twenty One Hundred (\$2100.00) dollars has been paid this date and Eighteen Thousand Nine Hundred (\$18,900.00) dollars are to be paid upon delivery of the deed.

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 set forth in the Declaration of Restrictions and Protective Covenants dated April 19, 1958, and recorded in the Office of the Recorder of Deeds of the City of Providence in Book 286 at Page 111 are hereby incorporated herein by reference and made a part hereof as if here fully set forth and said restrictions and protective covenants shall continue in full force and effect for the time specified in said Declaration of Restrictions and Protective Covenants. (A copy of said Declaration of Restrictions and Protective Covenants is attached hereto for information purposes only).

(b) Carles, the 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 and/or structure. No open storage shall be permitted except in suitably covered or enclosed locations.

(d) Side yards shall be provided measuring at least 70 feet from interior property line to building line. However a lot abuts upon a railroad lot 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 27,000 square feet.

All the restrictions and protective covenants set forth in subparagraph (b) and (c) hereof shall run with the land and shall continue in full force and effect until July 31, 1996 unless sooner modified by the parties in accordance with the said Subparagraph F and shall then terminate and cease.



h. The conveyance of the aforesaid premises shall be made subject to the following conditions or right-of-way:

a. Power Easement - Said premises are to be conveyed subject to the easement running from Foot 2, Vagueli and Anna H. Novak to Narragansett Electric Company as recorded in the Office of the Recorder of Deeds of the City of Providence in Book 247 at Page 202.

b. Right-of-Passage Easement

1. The Agency reserves to itself, its successors, assigns and grantees, a right or easement to pass and repass on foot, or with vehicles over that strip of land bounded and described as follows and as shown on the map, attached hereto and made a part hereof, said strip being a portion of the premises heretofore designated as lot No. 1:

That certain tract of land situated in the City of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point, said point being the northeasterly corner of the aforesaid tract of land;

thence, running North sixty-six degrees, twenty-four minutes and no seconds West ( $N 66^{\circ} 24' 00'' W$ ) twenty-seven and  $61/100$  (27.61) feet to a point;

thence, turning an interior angle of seventy degrees, twenty-three minutes and no seconds ( $70^{\circ} 23' 00''$ ) and running South three degrees, fifty-nine minutes and no seconds West ( $S 3^{\circ} 59' 00'' W$ ) nineteen and  $61/100$  (19.61) feet to a point;

thence, turning an interior angle of one hundred sixty degrees, thirty minutes and thirty seconds ( $160^{\circ} 30' 30''$ ) and running South fifteen degrees, thirty minutes and thirty seconds East ( $S 15^{\circ} 30' 30'' E$ ) eight and  $24/100$  (8.24) feet to a point;

thence, turning an interior angle of two hundred seventy degrees, no minutes and no seconds ( $270^{\circ} 00' 00''$ ) and running South seventy-four degrees, twenty-nine minutes and thirty seconds West ( $S 74^{\circ} 29' 30'' W$ ) sixteen and  $9/100$  (16.09) feet to a point;

thence, turning an interior angle of thirty-nine degrees, forty minutes and no seconds ( $39^{\circ} 40' 00''$ ) and running South sixty-five degrees, fifty minutes and thirty seconds East ( $S 65^{\circ} 50' 30'' E$ ) twenty-eight and  $14/100$  (28.14) feet to a point;

thence, turning an interior angle of eighty-nine degrees, twenty six minutes and thirty seconds ( $89^{\circ} 26' 30''$ ) and running North twenty-three degrees, thirty-six minutes and no seconds East ( $N 23^{\circ} 36' 00'' E$ ) thirty five and  $61/100$  (35.61) feet to the point and place of beginning.

5. In consideration of the execution of this agreement Corlies agrees to release to the Agency by quit claim deed simultaneously with the execution of the deed conveying the land described in Paragraph 2 above any and all easements, rights and privileges which Corlies may possess, except as provided for herein, over any and all easements, rights and privileges which Corlies may possess, ~~except as provided for herein~~, over any other land in the project area which the Agency acquired by eminent domain proceedings on December 13, 1956 and which required land of the Agency is shown on that map entitled "Map showing land in City of Providence, R.I. condemned for the redevelopment of Fort Silver Project No. 98 R.I. L-6" and recorded in Plat Book 48 at Page 98 in the Office of the Recorder of Deeds of the City of Providence; and the Agency agrees to release by quit claim deed simultaneously with the execution of the aforesaid Corlies quit claim deed to Corlies any and all easements, rights and privileges, except as provided for herein, which it may possess over the land to be conveyed under the terms of this agreement.

6. Taxes assessed December 31, 195\_\_\_ and water charges shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should be by law recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_ unless some other time and place should be mutually agreed upon. If the Agency shall be unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereto shall be deemed to be a full performance and discharge thereof.

8. It is further understood and agreed that the conveyance by a good and sufficient bargain and sale deed referred to in Paragraph 2 above is subject to the abandonment by the City Council of the City of Providence

of the public easement or right-of-way of those portions of West River Street contained in the project area and abutting on Carlin's land and the premises sold to Carlin. Carlin further agrees to join with the Agency in the petition to the City Council for the said easement referred to herein and in urging the City Council to grant the public easement or right-of-way in said portion of West River Street.

7. 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 monies paid hereunder shall be refunded and the rights and obligations of the parties hereto shall cease.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1941.

PROVIDENCE DEVELOPMENT AGENCY

By \_\_\_\_\_  
Secretary

CORINNE BRADY, INC.

By \_\_\_\_\_  
President



# PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3. RHODE ISLAND GASPEE 1-7740

February 16, 1959

## 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 Seekonk Land Company of the City and County of Providence, 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.

Seekonk Land Company, the prospective purchaser, is the owner of a chain of super-markets with a warehouse on property abutting the project area. The proposed sale will afford it access to the new West River Street being constructed in the project area.

Respectfully submitted,

Chester R. Martin  
Chairman

## IN CITY COUNCIL

CRM: aae

FEB 19 1959

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

CLERK

CHESTER R. MARTIN  
CHAIRMAN  
MORRIS S. WALDMAN  
VICE CHAIRMAN

ALBERT HARKNESS  
EDMUND M. MAURO  
TIMOTHY A. PURCELL

JAMES F. REYNOLDS  
EXECUTIVE DIRECTOR  
JOHN R. KELLAN  
SECRETARY

February 16, 1959

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 Seekonk Land Company of the City and County of Providence, 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.

Seekonk Land Company, the prospective purchaser, is the owner of a chain of supermarkets with a warehouse on property abutting the project area. The proposed sale will afford it access to the new West River Street being constructed in the project area.

Respectfully submitted,

Chester R. Martin  
Chairman

CRM:ane

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, by and between Providence Redevelopment Agency, a body corporate and politic, hereinafter referred to as the "Agency", and Seakonk Land Company, a Rhode Island corporation, with its principal office in the City and County of Providence, State of Rhode Island, hereinafter referred to as "Seakonk", WITNESSETH:

1. The Agency agrees to sell and Seakonk agrees to purchase a certain tract or parcel of land as hereinafter described within the Agency's West River Project No. WR R.I. 1-6.

That certain tract of land situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point, in the southwesterly corner of the tract of land herein described said point being South eighty-two degrees, thirty one minutes and no seconds East ( $S 82^{\circ} 31' 00'' E$ ) twenty-three and  $68/100$  (23.68) feet from a point on the westerly line of West River Street, said point on the westerly line of West River Street, being the southeasterly corner of the tract of land now or formerly known as Seakonk Land Company;

thence, running North three degrees, fifty-nine minutes and no seconds East ( $N 03^{\circ} 59' 00'' E$ ) eighty five and  $81/100$  (85.81) feet, more or less, to a point;

thence, turning an interior angle of seventy degrees, twenty-three minutes and no seconds ( $70^{\circ} 23' 00''$ ) and running South sixty-six degrees, twenty four minutes and no seconds East ( $S 66^{\circ} 24' 00'' E$ ) fifty-five and  $85/100$  (55.85) feet, more or less, to a point;

thence, turning an interior angle of ninety (90) degrees, and running South twenty-three degrees, thirty-six minutes and no seconds West ( $S 23^{\circ} 36' 00'' W$ ) eighty and  $83/100$  (80.83) feet, more or less, to a point;

thence, turning an interior angle of ninety (90) degrees, and running North sixty-six degrees, twenty four minutes and no seconds West ( $N 66^{\circ} 24' 00'' W$ ) twenty-seven and  $01/100$  (27.01) feet, more or less, to the point and place of beginning.

Said tract herein described contains three thousand three hundred fifty (3,350) square feet of land, more or less.

2. Said premises are to be conveyed on or before 195\_\_ by a good and sufficient bargain and sale deed of the Agency conveying a good and clear title to the same, free from all incumbrances, except as to restrictions hereinafter set forth, and for such deed and conveyance: Seekonk is to pay the sum of Five Hundred Dollars (\$500.00) of which Fifty (\$50.00) Dollars have been paid this day and Four Hundred Fifty (\$450.00) Dollars are to be paid in cash upon the delivery of said deed.

3. The aforementioned deed shall contain the following covenants which it is expressly agreed are to run with the land:

a. That only the uses permitted and in the manner permitted in the M-1 General Industrial Zone by the Zoning Ordinance of the City of Providence approved September 21, 1951 and as amended to July 12, 1956 shall be permitted on any or all of the lots of land hereinbefore described; that none of the uses allowable in any of the Commercial Zones of said Zoning Ordinance shall be permitted; that there shall be no residential uses or structures permitted on any of said land and further that no building or structure shall be erected for any use other than that which is solely and specifically permitted in said M-1 General Industrial Zone as above defined and limited nor shall any building structure or land be used for any other use than is so permitted therein.

b. That no building constructed on the land hereinbefore described shall exceed six stories or 75 feet in height, measured from the average elevation of the finished lot grade at the front of the building to the roof line. Penthouses or roof structures for the housing of elevators, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, television or radio antennas, chimneys, smoke stacks, similar structures or permitted signs on top of a parapet may be erected above the height limits herein described, but no penthouse or roof structure or any space above the height limit shall be allowed for the purpose of providing additional floor space for industrial or office use or for sign display other than the permitted signs on top of the parapet.

c. That front yards measuring at least 20 feet from any street to building line shall be provided for all structures. This shall apply to 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.

d. That coverage by structures shall not exceed 60 percent of the gross area of any lot.

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

f. That the minimum requirement for off-street loading facilities shall be one loading space at least 10' x 25' with a 11' foot height clearance, if covered, for every 20,000 square feet or fraction thereof of floor area over 1,000 square feet of any structures constructed on any of the lots heretofore described. Loading bays shall be located only on those sides of any proposed building not facing the street.

g. That required front yards of a building or structure constructed shall be maintained in grass except for walks, drives, planting and flagpoles. 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. A partial foundation planting shall be provided for any side yard.

h. That all area subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards where needed.

i. That 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 illumination of parking areas shall be shielded in such a way that the light source will not be visible from the streets or from adjacent properties. Any area not paved shall be maintained in grass and landscaped.



j. That the following sign regulations pertain to all buildings constructed 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 be extended 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) Plaques 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 5 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.

k. That 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, <sup>and/or structure.</sup> No open storage shall be permitted except in suitably screened or enclosed locations.

l. That architectural and landscaping plans and specifications for all improvements and/or alterations as well as such other information relating to structure or topography as may be necessary shall be submitted by all owners to the Agency for its approval to insure their conformance with the provisions of the Redevelopment Plan for West River Project No. UR R.I. 1-6, approved July 12, 1956. All final plans and specifications for initial improvements shall be submitted to the Agency for its approval within twelve (12) months of the date of tender of the deed, provided, however, that this Agency upon written request may at its discretion grant in writing a reasonable extension of this time limit. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the Agency for its approval.

m. That no more than four concerns shall be permitted to occupy any one building.

n. That the construction of buildings shall conform to the regulations set forth in the Building Ordinance of the City of Providence, adopted December 21, 1956 and effective March 31, 1957 as amended or as it in the future may be amended.

h. In addition to the foregoing said deed shall contain a covenant which shall run with the land and which shall obligate Lockhart, its successors and assigns:

a) To submit to the Agency for its approval plans and specifications for the initial improvements to be constructed or placed on said land within \_\_\_\_\_ of the date of the tender of the deed to said land.

b) To begin and complete the building of such improvements within a period of two years after the date of approval by the Agency of said plans and specifications.

c) To prohibit the sale or other disposition of the land until such time as it has completed the construction of such initial improvements provided, however, that the Agency when these improvements have been completed shall forward to the redeveloper/owner a certificate to that effect.

d) To submit to the Agency for its approval plans and specifications for all subsequent improvements.

e) To use and devote such real property only for the purposes and in the manner stated in the official Redevelopment Plan for West River Project No. UR R.I. 1-6 as approved by Chapter 1044 of the Ordinances of the City of Providence, adopted July 12, 1956.

f) To maintain said real property and any improvements thereon in such manner so that it will not cause surrounding properties to be depreciated or impaired in value.

g) To include a covenant or other appropriate requirement in every deed or lease prohibiting the execution of any covenant, agreement or other instrument restricting the sale, lease, occupancy or use of such real property upon the basis of race, creed or color.

h) Not to enter into any contract or agreement of sale, or execute any deed of trust or mortgage on the land to be purchased unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

5. That all of the above mentioned restrictions shall remain in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with said Redevelopment Plan and shall then terminate and cease, except for the covenant pertaining to the prohibition of any covenant,

agreement or other instrument restricting the sale, lease, occupancy or other use on the basis of race, creed or color and set forth above, which said covenant shall run for a perpetual length or period of time.

6. It is understood and agreed that this sales agreement is subject to the terms and conditions of a certain agreement of even date by and between the parties hereto concerning the extension and continuation of a certain easement as described in said agreement.

7. Full possession of the said premises is to be delivered to Seckonk at the time of delivery of the deed, the said premises to be then in the same condition in which they are now, reasonable use and wear and damage by fire or other unavoidable casualty excepted.

Taxes assessed December 31, 195\_\_ and water charges shall be apportioned as of the day of delivery of the deed.

The deed is to be delivered and consideration paid, if Seckonk so requires, at the Registry of Deeds at which the deed should by law be recorded on \_\_\_\_\_, unless some other time and place should be mutually agreed upon.

If the Agency shall be unable to give title or to make conveyance as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party herewith shall cease, but the acceptance of a deed and possession by Seckonk shall be deemed to be a full performance and discharge hereof.

It is further understood and agreed that the conveyance by a good and sufficient bargain and sale deed referred to in Paragraph 2 above is subject to the abandonment by the City Council of the City of Providence of that portion of West River Street contained in the Project Area and abutting on Seckonk's land and the premises sold to Seckonk by this agreement, and that said conveyance will be stayed until the said portions of West River Street have been abandoned by the City Council of the City of Providence, in the event that said portions of West River Street have not been abandoned on or before the date set forth in paragraph 2 above, Seckonk further agrees to

join with the Agency in the petition to the City Council for the said abandonment referred to herein and in urging the City Council to abandon said portions of West River Street.

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 cancel.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

\_\_\_\_\_  
Chairman

SHAWMUT LAND COMPANY

\_\_\_\_\_  
President

State of Rhode Island  
Providence, R.I.

Before us this \_\_\_\_\_ day of \_\_\_\_\_, 1938, personally appeared Chester E. Martin, Chairman of Providence Redevelopment Agency, and he acknowledged said signature to be his free act and deed as Chairman of said Providence Redevelopment Agency.

\_\_\_\_\_  
Notary Public

State of Rhode Island  
Providence, Se.

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 1958, personally  
appeared \_\_\_\_\_, to me known and known by me to be the  
of Seckonk Land Company, and he acknowledged said signature  
to be his free act and deed individually and as \_\_\_\_\_ of Seckonk  
Land Company.

\_\_\_\_\_  
Notary Public



# PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3, RHODE ISLAND GASPEE 1-7740

February 19, 1959

## REPORT TO THE CITY COUNCIL

The Honorable City Council  
City of Providence  
City Hall  
Providence 3, 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 Intelx Systems Incorporated, a Delaware Corporation, authorized to do business in the State of Rhode Island, with its principal office in New York, New York, the parcel of land which is described in the attached deed. This deed states the terms and conditions of the transaction. It is believed that the deed complies with all the provisions of the Official Redevelopment Plan, as amended, for the project area.

Intelx Systems Incorporated, a subsidiary of International Telephone and Telegraph Corporation, the prospective purchaser, is the assignee of an option to purchase said land which was granted to the Postmaster General of the United States by this Agency. The proposed sale will permit the erection of the first fully automated mail handling, sorting and distribution terminal in this country which upon erection will be leased to the United States Government. Taxes on the land and building will be paid to the City of Providence by Intelx Systems Incorporated.

Respectfully yours,

*Chester R. Martin*

Chester R. Martin  
Chairman

IN CITY COUNCIL

FEB 19 1959

READ:  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED AT 9:20 P.M.

CRM: aae

Attachment

*Deveret Whelan*  
CLERK

CHESTER R. MARTIN  
CHAIRMAN  
MORRIS S. WALDMAN  
VICE CHAIRMAN

ALBERT HARKNESS  
EDMUND M. MAURO  
TIMOTHY A. PURCELL

JAMES F. REYNOLDS  
EXECUTIVE DIRECTOR  
JOHN R. KELLAM  
SECRETARY

February 19, 1959

REPORT TO THE CITY COUNCIL

The Honorable City Council  
City of Providence  
City Hall  
Providence 3, Rhode Island

Gentlemen:

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Intelux Systems Incorporated, a subsidiary of International Telephone and Telegraph Corporation, the prospective purchaser, is the assignee of an option to purchase said land which was granted to the Postmaster General of the United States by this Agency. The proposed sale will permit the erection of the first fully automated mail handling, sorting and distribution terminal in this country which upon erection will be leased to the United States Government. Taxes on the land and building will be paid to the City of Providence by Intelux Systems Incorporated.

Respectfully yours,

Chester R. Martin  
Chairman

CRM:ane

Attachment



D E E D

KNOW ALL MEN BY THESE PRESENTS, that the Providence Redevelopment Agency, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, (hereinafter called the Grantor) for and in consideration of the sum of Four Hundred Twenty Eight Thousand Nine Hundred Three and 30/100 (\$428,903.30) Dollars to it paid by Intellex Systems Incorporated, a Delaware corporation qualified to do business in the State of Rhode Island, (hereinafter called the Grantee) the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said Intellex Systems Incorporated, its successors and assigns that certain lot or parcel of land, excepting however, the building or buildings presently situated thereon, located in the West River Project No. UR R.I. 1-6 in the City of Providence, State of Rhode Island, and bounded and described as follows:

Beginning at a point on a line ten and 00/100 (10.00) feet northerly of and parallel to the northerly line of Charles Street, said point being westerly four hundred twenty and 06/100 (420.06) feet from the intersection of said line with the westerly line of Nichols Street;

thence, running North forty two degrees, forty nine minutes and fifty seconds West ( $N 42^{\circ} 49' 50'' W$ ) six hundred fifteen and 16/100 (615.16) feet to a point of curvature;

thence, turning to the right in the arc of a circle having a radius of sixty and 00/100 (60.00) feet and a central angle of sixty six degrees, twenty five minutes and fifty seconds ( $66^{\circ} 25' 50''$ ) sixty nine and 57/100 (69.57) feet to a point of tangency;

thence, running North twenty three degrees, thirty six minutes and no seconds East ( $N 23^{\circ} 36' 00'' E$ ) five hundred fifty six and 30/100 (556.30) feet to a point;

thence, turning an interior angle of ninety degrees, no minutes and no seconds ( $90^{\circ} 00' 00''$ ) and running South sixty six degrees, twenty four minutes and no seconds East ( $S 66^{\circ} 24' 00'' E$ ) three hundred eighty five and 00/100 (385.00) feet to a point;

thence, turning an interior angle of two hundred seventy degrees, no minutes and no seconds ( $270^{\circ} 00' 00''$ ) and running North twenty three degrees, thirty six minutes and no seconds East ( $N 23^{\circ} 36' 00'' E$ ) three hundred ninety nine and 30/100 (399.30) feet to a point;

thence, turning an interior angle of eighty nine degrees, thirty four minutes and forty seconds ( $89^{\circ} 34' 40''$ ) and running South sixty five degrees, fifty eight minutes and forty seconds East ( $S 65^{\circ} 58' 40'' E$ ) two hundred ninety three and 30/100 (293.30) feet to a point;

thence, turning an interior angle of ninety degrees, no minutes and no seconds ( $90^{\circ} 00' 00''$ ) and running South twenty four degrees, one minute and twenty seconds West ( $S 24^{\circ} 01' 20'' W$ ) eleven hundred twenty four and 91/100 (1124.91) feet to a point of curvature;

thence, turning to the right in the arc of a circle having a radius of three hundred seventy and 00/100 (370.00) feet and a central angle of sixteen degrees, twenty five minutes and sixteen seconds ( $16^{\circ} 25' 16''$ ) one hundred six and 04/100 (106.04) feet to a point of compound curvature;

thence, turning to the right in the arc of a circle having a radius of forty and 00/100 (40.00) feet and a central angle of ninety six degrees, forty three minutes and thirty four seconds ( $96^{\circ} 43' 34''$ ) sixty seven and 53/100 (67.53) feet to the point and place of beginning.

The above described parcel contains six hundred twelve thousand seven hundred nineteen (612,719) square feet of land, more or less.

Meaning and intending to convey the land set forth on a map entitled "Land Within the West River Redevelopment Project UR R.I. 1-6, dated February 12, 1959" as designated on said map as "Intelex Land". Said land bounds on West River Street (proposed), Corliss Street (proposed) and Charles Street (after widening) all as shown on said map, which said map is attached hereto and made a part hereof.

Together with the right of ingress and egress by vehicle and by foot to said land over the said proposed streets and over the proposed area of the Grantor's land to be utilized in the widening of said Charles Street, until said streets and said area have been dedicated for highway purposes and accepted by the City of Providence.

Together with the right to use the railroad lead track hereinafter referred to in paragraph numbered 2, in common with others for the passage of railroad cars over said lead track to and from the tracks of the New York, New Haven and Hartford Railroad Company.

1. This conveyance is made subject to the following covenants and restrictions which are to run with the land for the periods indicated:

(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 \_\_\_\_\_ at Page \_\_\_\_\_ on the \_\_\_\_\_ day of March, 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.

(b) The grantee, its successors and assigns shall not enter into any contracts or agreements for the disposition, or lease of, 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.

(g) The provisions of sections (b) through (f) described above shall remain in full force and effect for forty (40) years from July 12, 1956.

(h) The grantee shall not convey for a period of twenty five years from the date of this deed the property as aforescribed to a person or corporation, except the United States of America or an agency thereof, who or which is exempt from local real estate taxation.

2. The aforescribed premises are subject to the right-of-way for railroad purposes granted by the Providence Redevelopment Agency to the City of Providence in that certain instrument dated \_\_\_\_\_ day of \_\_\_\_\_ 195\_\_\_\_\_ and recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, hereinafter called the "lead track".

The Grantee agrees that it will 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 Grantee, its successors, assigns or grantees shall be based on the following formula: The number of cars received or forwarded over the "lead track" by the Grantee, its successors, assigns, lessees, or tenants over said "lead track" during the preceding year ending December 31st over the total number of cars received or forwarded by all users of said "lead track", shall be the ratio of the Grantee's, its successors' or assigns' cost of the total charges for maintenance and repairs actually made.

Only maintenance 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 repair costs shall be made by the Grantee, its successors, assigns or grantees to the City of Providence or its duly designated agent, representative, or assign within 30 days from billing date.

The Grantee, its successors, assigns or grantees shall be responsible for the installation of necessary spur tracks on the real property owned by it within the project area, and all maintenance and repairs therefor.

All of the restrictions, covenants and provisions of this deed shall be binding on the grantee, its successors and assigns.

3. This deed is authorized by Resolution No. \_\_\_\_\_ of the Providence Redevelopment Agency approved \_\_\_\_\_, 195\_\_\_\_.

IN WITNESS WHEREOF, said Providence Redevelopment Agency has caused these presents to be signed and its seal to be hereunto affixed by Chester R. Martin, its Chairman, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 1959.

Signed and sealed in the  
presence of

PROVIDENCE REDEVELOPMENT AGENCY

\_\_\_\_\_  
Chairman

State of Rhode Island  
County of Providence

On the \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_ appeared  
before me, Chester R. Martin, by me known and known by me to  
be the Chairman of the Providence Redevelopment Agency and he  
made oath that the foregoing deed by him executed in his  
capacity as Chairman of the Providence Redevelopment Agency was  
his free act and deed individually and his free act and deed  
as Chairman of the Providence Redevelopment Agency.

\_\_\_\_\_  
Notary Public





INTELEX LAND  
612,719 ±

WEST

RIVER

STREET

RAILROAD PC

STREET

CORLISS

NICHOLS STREET

CHARLES

STREET

N23°36'00"E  
556.30'

90°00'00"  
S66°24'00"E  
385.00'

N23°36'00"E  
399.30'

87°34'40"  
S65°58'40"E  
293.50'

90°00'00"

Δ=68°25'16"  
R=60.00'  
T=38.29'

N42°49'50"W  
615.16'

Δ=16°25'16"  
R=37.00'  
T=53.39'

Δ=26°43'38"  
R=40.00'  
T=45.00'

106.04'

420.06'

86°11'50"

LAND WITHIN THE  
WEST RIVER REDEVELOPMENT  
PROJECT UR RI1-6  
GRANTEE: INTELEX SYSTEMS, INC.  
GRANTOR: PROV. REDEVELOPMENT AGCY.  
SCALE: 1"=80' FEB. 12, 1959

M.G.