

City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1995- 23

No. 583 AN ORDINANCE

CONSENTING TO THE RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION CONDEMNATION OF CERTAIN CITY PROPERTY, ACKNOWLEDGING INTENT TO DEDICATE CERTAIN PROPERTY FOR PUBLIC USE, AND GRANTING EASEMENTS IN CERTAIN CITY PROPERTY, AS AMENDED

Approved October 11, 1995

Be it ordained by the City of Providence:

WHEREAS, Providence Place Group, a New York limited partnership ("PPG"), and The Rhode Island Economic Development Corporation, formerly known as the Rhode Island Port Authority and Economic Development Corporation ("Corporation") entered into an Amended and Restated Development Agreement dated August 22, 1994, as amended in November, 1994 and as further amended on December 23, 1994 (the "1994 Agreement") relating to the development and construction of the Providence Place super regional shopping center (the "Shopping Mall") and a parking garage to be constructed beneath and adjacent to the Shopping Mall (the "Garage"); and

WHEREAS, the Corporation has requested, and PPG is considering, a restructuring of the transaction as previously contemplated by the 1994 Agreement, pursuant to which (a) the Corporation will acquire and own the fee to or certain air rights over the land described on Exhibit I attached hereto and shown on a survey entitled "Plan of Land in Providence, Rhode Island Surveyed for Providence Place, surveyed and drawn by Marrier Surveying Inc. Scale 1"=40' May, 1990, Revised May, 1995 (the "Survey") in and on which the Shopping Mall and the Garage shall be built (such fee interest and air rights being hereinafter referred to as the "Site"); (b) the Corporation will ground lease the Site to PPG (the "Ground Lease") and PPG will construct the Shopping Mall, the Garage, and certain appurtenances thereto, including without limitation the aerial pedestrian bridge connecting the Shopping Mall to the Convention Center Complex (the Shopping Mall and other improvements are collectively referred to as the "Project"); (c) PPG will retain title to the Project in its own name or that of a nominee; and (d) PPG will enter into a lease with the State with respect to parking spaces for 2,500 high occupancy vehicles in

No.

CHAPTER
AN ORDINANCE

--

the Garage (the "Parking Garage Lease"); the Corporation and PPG are currently finalizing the terms of such restructuring and if such negotiations are successful, they will enter into an agreement memorializing the same (the "1995 Agreement"), and the General Assembly will be asked to enact legislation (the "Legislation") approving and authorizing certain aspects of the Project; and

WHEREAS, the City wishes to consent, in accordance with Rhode Island General Laws Section 42-64-9(a), to the condemnation by the Corporation of the "Condemned Property" (as hereinafter defined) to enable the construction, maintenance and operation of the Project and to agree upon just compensation therefor in accordance with Rhode Island General Laws Section 42-64-9(i); and

WHEREAS, the City also wishes (i) to grant certain easements and other rights to the Corporation and PPG with respect to certain property adjacent to or within the Site (the "Support Easements" and the "Construction Easements" as hereinafter defined); and (ii) to acknowledge that the Corporation intends to dedicate and/or transfer to the City certain property adjacent to the Site for public use as streets and sidewalks, as generally described herein (a "Public Way" or the "Public Ways"); and

WHEREAS, the City finds with respect to the consent to the condemnation of certain City property by the Corporation, the grant of the Support Easements and the Construction Easements, and the dedication and/or transfer to the City of certain property to be dedicated for public use:

- (a) The City finds that the actions set forth herein are in the public interest and will promote the economic well being of the City;
- (b) The City has the right to grant the Support Easements and Construction Easements and other rights granted herein in furtherance of the Project, and the grant thereof is in the public interest; and
- (c) The City acknowledges that the Corporation intends to dedicate certain lands for Public Ways, that the Corporation shall improve the same to the specifications of the Department of Public Works, and that the appropriate municipal bodies at that time shall review the same for acceptance as Public Ways; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROVIDENCE, RHODE ISLAND, AS FOLLOWS:

Section 1. That the findings set forth in the preceding WHEREAS Clauses are hereby made and confirmed.

Section 2. Consent to Condemnation. That the City hereby gives its consent, as required pursuant to Rhode Island General Laws Section 42-64-9(a), to the condemnation by the Corporation of the following: (i) the fee in Parcels 7, 8, 9, 11, 12 and 20 shown on the Survey; (ii) air rights commencing twenty-six (26) feet above Providence City Datum over the portion of the Woonasquatucket River which runs through the Site, being Parcels 13, 14, 15 and 16 shown on the Survey; and (iii), subject to such prior approval as may be required by appropriate Federal and State agencies, air rights commencing fourteen (14) feet three (3) inches or such higher height as may be required under Federal or State regulations above that portion of Park Street designated as Parcel 21 on the Survey, on, over or in which will be constructed portions of the Project as shown in the plans for the Project (the "CCC Plans") approved from time to time by the Capital Center Commission (the "CCC"); in addition, there may hereafter arise in the course of construction of the Project a need for the Corporation to acquire by condemnation additional insubstantial interests from the City in the Site as may be necessary or desirable for the construction of the Project in accordance with the CCC Plans, and the City's consent will be required at that time (the foregoing property interests are referred to hereinafter collectively as the "Condemned Property").

Section 3. Support Easements. That the City is hereby authorized to execute and deliver all documents necessary or desirable, as determined by the City, to grant and convey to the Corporation easements and rights (the "Support Easements") sufficient to permit the erection, construction, installation, repair, replacement and maintenance of tiebacks and footings under Hayes Street and Francis Street required for construction and maintenance of the Project provided that after the Project is completed the Support Easement area shall be limited to the area occupied by such tie backs and foundations; in addition, the City is authorized to execute and deliver all documents necessary or desirable, as determined by the City, to grant other similar easements under streets or other City-owned property adjacent to the Site as may be required for the construction and maintenance of the Project, together with full rights of ingress and egress on, in, across or under such land, provided that the erection, construction, installation, repair, replacement and maintenance of all such support structures (the "Support Structures") shall be done in compliance with all applicable building codes and other

regulations and, following completion thereof, the presence of such Support Structures shall not interfere in any substantial manner with the continued use of such parcels for the public purposes that existed prior to the presence of such Support Structures. Such Support Easements shall be for a term of thirty (30) years.

Section 4. Construction Easements. That the City is hereby further authorized to execute and deliver all documents necessary or desirable as determined by the City, to grant and convey to the State, the Corporation and/or PPG any and all easements of access, ingress and egress by foot and vehicle (a) under the air rights described in (ii) and (iii) of Section 2 above included within the Condemned Property and (b) in, under, across and over any other land owned by the City and adjacent to or within the Site (including without limitation the Public Ways, as hereinafter defined) for the purpose of construction, maintenance and repair of the Project (including without limitation installation and relocation of utilities and other similar appurtenances relating to the Project), the Public Ways and the other public improvements which PPG has agreed to construct adjacent to or within the Project (the "Construction Easements"), provided that any construction, maintenance and repair shall be done in compliance with all applicable building codes and other regulations and in a manner which minimizes to the extent reasonably possible during the conduct of such activities any interference with the existing public use of the City land burdened by such Construction Easements, and provided, further that the City shall not erect any structures under or adjacent to the Site which would unreasonably interfere in any substantial manner with the maintenance thereof, notwithstanding any non-use or limited use of the Construction Easements. The Construction Easements shall be granted for a period of three years provided that such Construction Easements shall be renewable by PPG at no additional cost if construction has not been completed at the end of the three year period for which Construction Easements were granted.

Section 5. Just Compensation for Consent. The payment by PPG to the City of the amount of Two Hundred Fifty Thousand (\$250,000) Dollars, which shall be paid no later than June 30, 1996, without recourse and shall not be held in escrow or in trust, and the construction by PPG of other public improvements in or appurtenant to the Project, including without limitation the extension of the so-called River Walk, the aerial pedestrian bridge to the Convention Center complex, the resurfacing and widening those portions of Hayes and Park Streets that abut the Site, the resurfacing of that portion of

Kinsley Avenue that lies within said Parcel 20 and the construction of a railing along the Francis Street bridge, are hereby deemed to constitute just compensation to the City within the meaning of Rhode Island General Laws Section 42-64-9(i) for the taking of the Condemned Property and the grant of the Support Easements and the Construction Easements.

Section 6. Dedication. That the City acknowledges that the Corporation intends to dedicate and/or transfer to the City for use as a public way of the following parcels of land (the "Public Ways") the exact dimensions of which shall be established in the CCC Plans: (i) a strip of land running between Park and Francis Streets along Hayes Street; (ii) a wedge-shaped parcel of land located at the corner of Francis Street and Memorial Boulevard adjacent to the Site of such size so that the property line of the Site at such corner after the dedication will satisfy the set back requirements of the CCC regulations; (iii) a strip of land running along Francis Street from Hayes Street to Memorial Boulevard; and (iv) strips of land running along Park Street from Hayes Street to Kinsley Avenue and (v) a strip of land within Parcel 20 shown on the Survey sufficient to connect Park Street and Kinsley Avenue, subject to a reservation by the Corporation of the air rights fourteen (14) feet or such greater height as may be required by Federal or State regulation above such strip. Exact legal descriptions of the Public Ways will be prepared by PPG and submitted to the City at the time PPG submits its final plans to the Building Inspector for a building permit. The improvements to such Public Ways will be made in accordance with all City codes and regulations and, upon completion, the appropriate municipal bodies shall review the same for acceptance as Public Ways. Any required relocation of utilities shall be done at the expense of PPG.

Section 7. Indemnification and Insurance. The City's adoption of this Ordinance and any actions taken in furtherance thereof shall be explicitly included within the indemnification provided in Section 7 of the Tax Treaty Agreement.

Section 8. Authorization to Execute. The Mayor of the City is hereby authorized and directed to execute, deliver and file with the Land Evidence Records of the City and any other City or State agency and/or any court or other authority all documents necessary or appropriate to give effect to the consent and agreement hereby given with respect to the Condemned Property, the Support Easements, the Construction Easements, and the Public Ways.

Section 9. If this Ordinance or any part of this Ordinance conflicts or is inconsistent with any then existing Ordinance, the provisions of this Ordinance shall govern.

Section 10. This Ordinance shall take effect only upon the occurrence of the following events: (1) the passage by the Rhode Island General Assembly of the Legislation, and any other legislative amendments necessary to carry out the terms of the 1995 Agreement in substantially the form attached hereto; (2) the execution and delivery of the 1995 Agreement and the other documents referred to therein by the parties thereto and their taking effect; and (3) the execution and delivery of the Ground Lease and the Parking Garage Lease.

EXHIBIT TO ORDINANCE NO.

- Exhibit I - Description of Site
- Exhibit II - Condemned Parcels
- Exhibit III Agreement Regarding Providence Place Mall

IN CITY COUNCIL
OCT 5 1995
FIRST READING
READ AND PASSED
Michael R. Clement CLERK

IN CITY
COUNCIL
OCT 10 1995
FIRST READING
READ AND PASSED
Frederic V. Fargnoli
ACTING PRESIDENT
Michael R. Clement
CLERK

APPROVED
OCT 11 1995
Vincent A. Cianci
MAYOR

EXHIBIT I

PROVIDENCE PLACE

That certain tract or parcel of land with all buildings and improvements thereon, situated on the southerly side of Hayes Street, westerly side of Francis Street, easterly side of Interstate Route 95, and the northerly side of the Civic Center Interchange, in the City of Providence, County of Providence, State of Rhode Island and delineated on that plan entitled "Plan of Land in Providence, Rhode Island, surveyed for Providence Place, surveyed and drawn by Marrier Surveying, Inc. Scale: 1"=40', May, 1990";

Beginning at the northwesterly corner of the herein described parcel said corner being sixty-three and 90/100 (63.90) feet westerly, on the extension of the southerly line of said Hayes Street, from the intersection of the southerly line of Hayes Street with the easterly line of Park Street;

thence S 85-20'-00" E, crossing said Park Street, a distance of sixty-three and 90/100 (63.90) feet to the intersection of the southerly line of said Hayes Street with the easterly line of Park Street;

thence S 85-20'-00" E along the southerly line of Hayes Street, a distance of four hundred fifty-eight and 71/100 (458.71) feet to a corner;

thence S 61-24'-44" E along the southwesterly line of said Francis Street, a distance of ninety-five and 52/100 (95.52) feet to a corner;

thence S 05-41'-29" W, a distance of one hundred five and 75/100 (105.75) feet to a point of curvature;

thence southerly bearing southeasterly along the arc of a curve having a radius of five hundred eight and 00/100 (508.00) feet, a distance of along said arc of forty-one and 86/100 (41.86) feet to a point of tangency;

thence S 00-58'-12" W, a distance of one hundred fifty-three and 25/100 (153.25) feet to a point of curvature;

thence southerly bearing southwesterly along the arc of a curve having a radius of four hundred ninety and 00/100 (490.00) feet, a distance along said arc of forty and 38/100 (40.38) feet to a point of tangency;

thence S 05-41'-29" W, a distance of four hundred ninety-one and 26/100 (491.26) feet to a point of curvature;

thence southerly bearing southeasterly along the arc of a curve having a radius of seven hundred fifty-five and 00/100 (755.00) feet, a distance along said arc of two hundred sixty-one and 37/100 (261.37) feet to a point of reverse curve, the last six (6) courses bounding easterly by said Francis Street;

thence southwesterly bearing westerly along the arc of a curve having a radius of thirty-six and 00/100 (36.00) feet, a distance along said arc of fifty-six and 50/100 (56.50) feet to a point of compound curve;

thence southwesterly bearing westerly along the arc of a curve having a radius of four hundred seventy-one and 00/100 (471.00) feet, a distance of two hundred seventy and 25/100 (270.25) feet to a point of compound curve;

thence westerly bearing northwesterly along the arc of a curve having a radius of four hundred seventy-one and 00/100 (471.00) feet, a distance along said arc of two hundred seventy-one and 35/100 (271.35) feet to a point of tangency;

thence N 38-20'-23" W, a distance of twelve and 18/100 (12.18) feet to a point of curvature;

thence northwesterly bearing northerly along the arc of a curve having a radius of four hundred seventy-one and 00/100 (471.00) feet, a distance along said arc of sixty-seven and 11/100 (67.11) feet to a point of curvature;

thence northerly bearing northeasterly along the arc of a curve having a radius of five hundred seventy-two and 00/100 (572.00) feet, a distance along said arc of three hundred fifty-seven and 65/100 (357.65) feet to a point of tangency, the last five (5) courses bounding on the Civic Center Interchange;

thence N 05-38'-56" E along the easterly line of said Interstate Route 95, a distance of three hundred fifty-two and 66/100 (352.66) feet to an angle;

thence N 07-31'-50" E, a distance of two hundred ninety-nine and 10/100 (299.10) feet to the point and place of beginning.

The above described parcel contains an area of seven hundred thousand two hundred fifty-nine (700,259) acres be the same more or less.

EXHIBIT II

PARCEL 7

Beginning at a point on the westerly line of said Francis Street, said point being the southeasterly corner of the herein described parcel and the northeasterly corner of Parcel 17;

thence S 55-19'-56" W bounded southerly by land now or formerly of The National Railroad Passenger Corp., a distance of thirty-four and 12/100 (34.12) feet to a corner;

thence N 05-41'-29" E, a distance of ninety and 42/100 (90.42) feet to an angle;

thence N 02-03'-56" E, a distance of two hundred fifty-three and 00/100 (253.00) feet to an angle;

thence N 05-41'-29" E, a distance of one hundred twenty-six and 33/100 (126.33) feet to a corner, the last three (3) courses bounding on said existing Francis Street;

thence S 61-24'-44" E, a distance of twenty-eight and 22/100 (28.22) feet to a corner;

thence S 05-41'-29" W, a distance of one hundred five and 75/100 (105.75) feet to a point of curvature;

thence southerly bearing southeasterly along the arc of a curve having a radius of five hundred eight and 00/100 (508.00) feet, a distance along said arc of forty-one and 86/100 (41.86) feet to a point of tangency;

thence S 00-58'-12" W, a distance of one hundred fifty-three and 25/100 (153.25) feet to a point of curvature;

thence southerly bearing southwesterly along the arc of a curve having a radius of four hundred ninety and 00/100 (490.00) feet, a distance along said arc of forty and 38/100 (40.38) feet to a point of tangency;

thence S 05-41'-29" W, a distance of ninety-five and 54/100 (95.54) feet to the point and place of beginning, the last six (6) courses along the westerly line of proposed Francis Street.

The above described Parcel 7 contains an area of twelve thousand fifty-nine (12,059) square feet of land.

PARCEL 8

Beginning at a point on the westerly line of said Francis Street, said point being the northeasterly corner of the herein described parcel;

thence S 05-41'-29" W along the westerly line of said Francis Street, a distance of eighteen and 62/100 (18.62) feet to a corner;

thence N 82-39'-36" W bounding southerly by Parcel 16, a distance of sixteen and 43/100 (16.43) feet to an angle;

thence N 75-09'-00" W bounding southerly by Parcel 15, a distance of nine and 88/100 (9.88) feet to a corner;

thence northeasterly bearing northerly along the arc of a curve having a radius of one thousand one hundred thirty-one and 68/100 (1,131.68) feet, bounding northeasterly by Parcel 17, a distance along said arc of thirty-one and 09/100 (31.09) feet to the point and place of beginning.

The above described Parcel 8 contains an area of two hundred fifty-one (251) square feet of land.

PARCEL 9

Beginning at a point on the westerly line of Francis Street, said point being the southeasterly corner of the herein described parcel and the northeasterly corner of Parcel 10;

thence N 82-37'-58" W, a distance of twenty and 01/100 (20.01) feet to a corner;

thence N 05-41'-29" E, a distance of thirty and 01/100 (30.01) feet to a corner, the last two (2) courses bounding on Parcel 10;

thence S 82-37'-58" E bounded northerly by Parcel 16, a distance of twenty and 01/100 (20.01) feet to a corner;

thence S 05-41'-29" W along the westerly line of said Francis Street, a distance of thirty and 01/100 (30.01) feet to the point and place of beginning.

The above described Parcel 9 contains an area of six hundred (600) square feet of land.

PARCEL 11

Beginning at a point on the southerly line of Kinsley Avenue, said point being the southwesterly corner of the herein described parcel and the intersection with the easterly extension line of said Park Street;

thence N 04-39'-59" E along the easterly extension line of said Park Street, a distance of eighty-three and 06/100 (83.06) feet to a corner;

thence S 69-44'-26" E along the existing northerly line of said Kinsley Avenue, a distance of two hundred thirty-two and 52/100 (232.52) feet to a corner;

thence southwesterly bearing westerly along the arc of a curve having a radius of one thousand thirty-six and 20/100 (1,036.20) feet, a distance along said arc of ninety-four and 47/100 (94.47) feet to a point of tangency;

thence S 81-25'-53" W, a distance of fifty-eight and 49/100 (58.49) feet to a corner, the last two (2) courses bounding southerly on land now or formerly of the National Railroad Passenger Corp. (Parcel 18);

thence N 69-44'-26" W along the existing southerly line of said Kinsley Avenue, a distance of seventy-nine and 98/100 (79.98) feet to the point and place of beginning.

The above described Parcel 11 contains an area of twelve thousand seven hundred eighty-one (12,781) square feet of land.

PARCEL 12

Beginning at the northwesterly corner of the herein described parcel and the southwesterly corner of Parcel 1, said point being the intersection with the easterly line of said Park Street and the northerly line of Promenade Street;

thence S 69-43'-43" E bounded northerly by Parcel 1, a distance of one hundred 79/100 (100.79) feet to a corner;

thence S 20-16'-17" W bounded easterly by Parcel 3, a distance of fifty and 00/100 (50.00) feet to a corner;

thence N 69-43'-43" W bounded southerly by Parcel 14, a distance of eighty-six and 82/100 (86.82) feet to a corner;

thence N 04-39'-59" E along the easterly extension line of said Park Street, a distance of fifty-one and 91/100 (51.90) feet to the point and place of beginning.

The above described Parcel 12 contains an area of four thousand six hundred ninety (4,690) square feet of land.

PARCEL 13

Beginning at the southeasterly corner of the herein described parcel, said corner being the intersection of the northerly line of Kinsley Avenue with the easterly extension line of Park Street;

thence N 69-44'-26" W along the northerly line of Kinsley Avenue, a distance of eighty-seven and 41/100 (87.41) feet to a corner;

thence N 05-38'-56" E, a distance of seventy-eight and 68/100 (78.68) feet to a corner;

thence S 69-43'-43" E along the southerly line of Promenade Street, a distance of eighty-six and 01/100 (86.01) feet to a corner;

thence S 04-39'-59" W along the easterly extension line of Park Street, a distance of seventy-nine and 03/100 (79.03) feet to the point and place of beginning.

The above described Parcel 13 contains an area of six thousand six hundred one (6,601) square feet of land.

PARCEL 14

Beginning at the southwesterly corner of the herein described parcel, said corner being the intersection of the northerly line of Kinsley Avenue with the easterly extension line of Park Street;

thence N 04-39'-59" E along the easterly extension line of said Park Street, a distance of seventy-nine and 03/100 (79.03) feet to a corner;

thence S 69-43'-43" E bounding northerly in part by Parcel 12 and in part by Parcel 3, a distance of two hundred ninety-four and 82/100 (294.82) feet to an angle;

thence N 89-57'-28" E, a distance of thirty-nine and 04/100 (39.04) feet to an angle;

thence S 76-06'-56" E, a distance of thirty-four and 24/100 (34.24) feet to a corner, the last two (2) courses bounding on Parcel 3;

thence southwesterly bearing westerly along the arc of a curve having a radius of one thousand thirty-six and 20/100 (1,036.20) feet bounding southeasterly by Parcel 15, a distance along said arc of one hundred forty-five and 73/100 (145.73) feet to a corner;

thence N 69-44'-26" W bounded southerly by Parcel 11, a distance of two hundred thirty-two and 52/100 (232.52) feet to the point and place of beginning.

The above described Parcel 14 contains an area of twenty-two thousand eight hundred two (22,802) square feet of land.

PARCEL 15

Beginning at the northeasterly corner of the herein described parcel and the northwesterly corner of Parcel 16;

thence southwesterly bearing westerly bounded southeasterly by Parcel 16 along the arc of a curve having a radius of one thousand one hundred thirty-eight and 05/100 (1,138.05) feet, a distance along said arc of one hundred sixty-eight and 12/100 (168.12) feet to a corner;

thence N 69-44'-26" W bounded southerly by Parcel 18, a distance of one hundred sixty-six and 80/100 (166.80) feet to a corner;

thence northeasterly bearing northerly bounded northwesterly by Parcel 14 along the arc of a curve having a radius of one thousand thirty-six and 20/100 (1,036.20) feet, a distance along said arc of one hundred forty-five and 73/100 (145.73) feet to a corner;

thence S 76-09'-00" E bounded northerly in part by Parcel 17 and in part by Parcel 8, a distance of one hundred eighty and 04/100 (180.04) feet to the point and place of beginning.

The above described Parcel 15 contains an area of sixteen thousand seven hundred ninety-eight (16,798) square feet of land.

PARCEL 16

Beginning at a point on the westerly line of Francis Street, said point being the northeasterly corner of the herein described parcel;

thence S 05-41'-29" W along the westerly line of said Francis Street, a distance of ninety-nine and 78/100 (99.78) feet to a corner;

thence N 82-37'-58" W bounding southerly in part by Parcel 9 and in part by Parcel 10, a distance of ninety-two and 36/100 (92.36) feet to an angle;

thence N 60-44'-26" W bounded southerly by Parcel 10, a distance of seventy-four and 90/100 (74.90) feet to a corner;

thence northeasterly bearing northerly along the arc of a curve having a radius of one thousand one hundred thirty-eight and 05/100 (1,138.05) feet, a distance along said arc of one hundred sixty-eight and 12/100 (168.12) feet to a corner, the last described course bounding northeasterly on Parcel 15;

thence S 82-39'-36" E bounded northerly by Parcel 8, a distance of sixteen and 43/100 (16.43) feet to the point and place of beginning.

The above described Parcel 16 contains an area of nine thousand three hundred twenty-seven (9,327) square feet of land.

PARCEL 20

Beginning at a point of the southerly line of said Kinsley Avenue, said point being the southwesterly corner of the herein described parcel;

thence northerly bearing northeasterly along the arc of a curve having a radius of five hundred seventy-two and 00/100 (572.00) feet, a distance along said arc of forty-two and 10/100 (42.10) feet to a point of tangency;

thence N 05-38'-56" E, a distance of forty-one and 01/100 (41.01) feet to a corner;

thence S 69-44'-26" E along the northerly line of said Kinsley Avenue, a distance of eighty-seven and 41/100 (87.41) feet to a corner;

thence S 04-39'-59" W along the easterly extension line of Park Street, a distance of eighty-three and 06/100 (83.06) feet to a corner;

thence N 69-44'-26" W along the southerly line of said Kinsley Avenue, a distance of eighty-seven and 28/100 (87.28) feet to the point and place of beginning.

The above described Parcel 20 contains an area of seven thousand thirty (7,030) square feet of land.

PARCEL 21

Beginning at the northeasterly corner of the herein described parcel, said corner being the intersection of the southerly line of Hayes Street with the easterly line of Park Street;

thence S 04-39'-59" W along the easterly line of said Park Street, a distance of five hundred fifty-four and 80/100 (554.80) feet to a corner;

thence N 69-43'-43" W along the southerly line of Promenade Street, a distance of eighty-six and 01/100 (86.01) feet to a corner;

thence N 05-38'-56" E, a distance of fifty-one and 67/100 (51.67) feet to a corner;

thence S 69-43'-43" E along the northerly line of said Promenade Street, a distance of thirty-six and 29/100 (36.29) feet to a corner;

thence N 04-39'-59" E along the westerly line of said Park Street, a distance of four hundred eighty-nine and 76/100 (489.76) feet to a corner;

thence S 85-20'-00" E, a distance of forty-seven and 00/100 (47.00) feet to the point and place of beginning.

The above described Parcel 21 contains an area of twenty-seven thousand six hundred five (27,605) square feet of land.