

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 550

Approved October 9, 1985

RESOLVED, That His Honor, the Mayor, be and he hereby is authorized to execute a Lease to 147 BENEFIT STREET ASSOCIATES, for land located on the westerly side of Wheaton Street, in the City of Providence, and further designated as Lot 203 on City Assessor's Plat 10, containing approximately 3,763 square feet of land, more or less, at an annual rental of One Hundred (\$100.) Dollars, and to contain such terms and conditions as may be approved by His Honor, the Mayor, and the City Solicitor.

IN CITY COUNCIL
OCT 3 1985
READ AND PASSED

Charles W. E. E. E. PRES.
Robert M. Mendonca CLERK



THE COMMITTEE ON
CITY PROPER

Agrees Passage of
The Within Resolution

Robert M. Dyer
Chairman

August 27, 1985

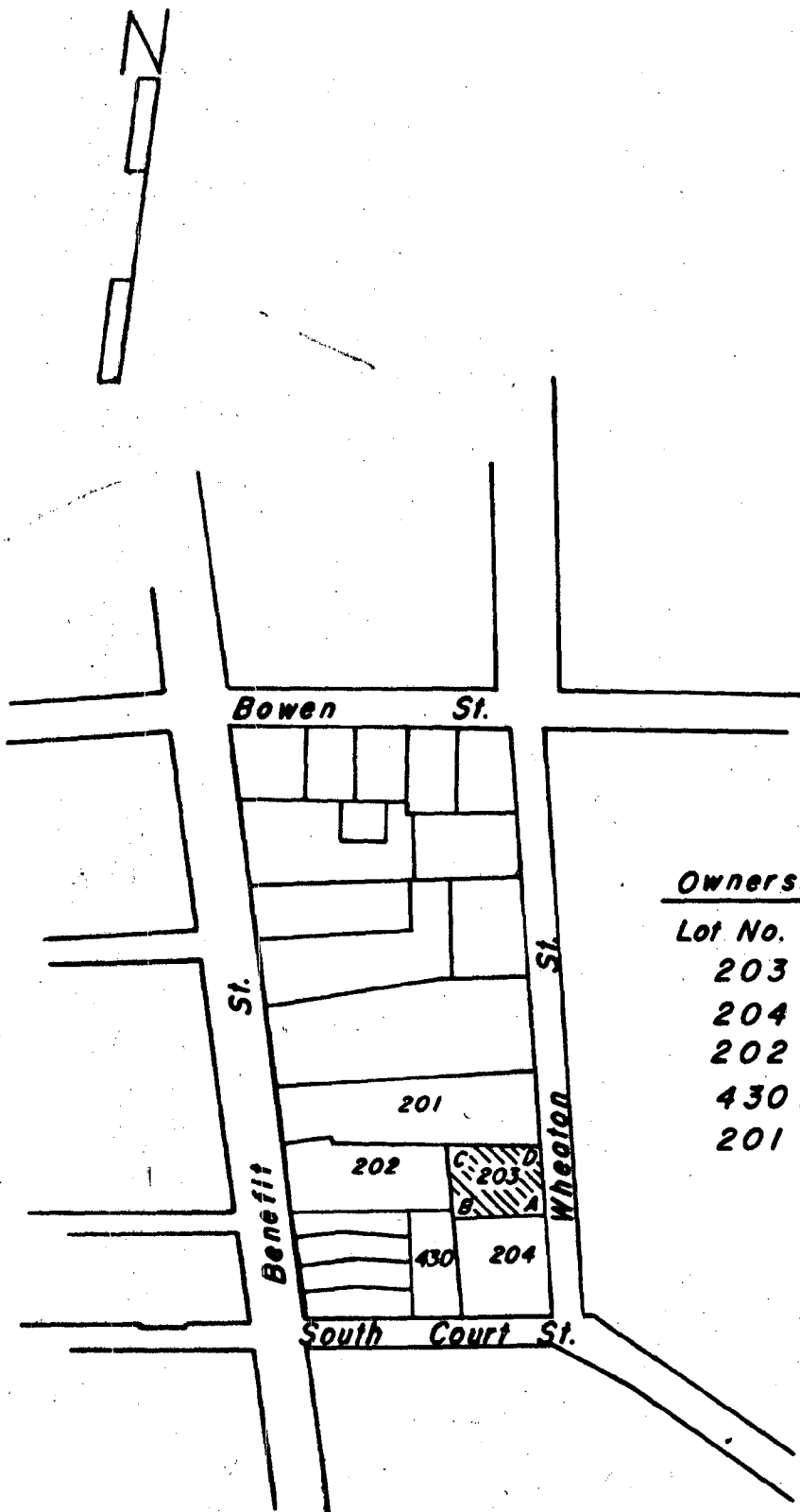
REPORT TO

LEGISLATIVE COUNCIL

BY THE

COMMITTEE ON

PROVIDENCE R
 I & DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064333
 Date September 24, 1985



Owners:

Lot No.

203 City of Providence
 204 Sophie Mulligan
 202 147 Benefit St. Assoc.
 430 Ronald A. Dwight
 201 C.O.P.

Note:

Cross-Hatched Area (A-B-C-D-A)
 Indicates Proposed Lease.

CITY OF PROVIDENCE, R
 Public Works Dept. Engineering Office
 Shows: Proposed Lease
 Drawn by J.A.M. Checked by A.J.P.
 Scale Not to Scale Date 9-24-85
 Corrected [Signature] Licensed Eng.
 Approved D.L. Langlois CHIEF ENGINEER

Lot Numbers From Assessor's Plat 10

LEASE

This lease is entered into by and between the CITY OF PROVIDENCE (hereinafter the "City") and 147 BENEFIT STREET ASSOCIATES, a Rhode Island general partnership, (hereinafter the "Lessee").

It is mutually agreed by and between the parties as follows:

1. Property: The City hereby leases to the Lessee the land located on the westerly side of Wheaton Street in the City of Providence consisting of approximately 3,763 square feet of land identified as Lot 203 on Assessor's Plat 10 of the City of Providence (hereinafter the "Property").

2. Rent: The Lessee will pay to the City the annual rent of One Hundred Dollars (\$100) on or before October 1, 1985 and each anniversary thereof during the Term of this Lease. As additional rent, the Lessee will pay the amount of real property taxes levied or assessed against the Property or if there shall be no real property taxes assessed against the Property because the Property is owned by the City, the Lessee will pay to the City the amount of real property taxes that would be assessed against the Property if Property were not exempt from taxes.

The amount of the additional rent for any period of less than one year shall be pro-rated based on the portion of the

calendar year the Lease is in effect. The additional rent for calendar year 1985 shall be the pro-rata portion of the amount of taxes assessed as of December 31, 1985 and it shall be paid in arrears on or before January 1, 1986.

3. Permitted Use: The Lessee will use the Property solely for the purpose of providing parking for 147 Benefit Street (Assessor's Plat 10, Lot 202). The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities affecting the property or the Lessee's use thereof.

4. Maintenance: The Lessee will keep and maintain the Property and all sidewalks, curbs and drives on or adjoining the same in good order and repair and in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

5. Alterations and Improvements: All alterations and improvements shall be subject to prior approval of the City. Approval of any alterations or improvements by the City may be made by and on behalf of the City by the Superintendent of Parks. All alterations and improvements will become the property of the City.

6. Public Liability Insurance: The Lessee will obtain and pay for general comprehensive public liability insurance insuring

the City and the Lessee against loss from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries to one person, including death, \$500,000, subject to the same limit for each person; on account of any one event resulting in injuries to more than one person, including death, \$1,000,000; and on account of an accident resulting in damage to property \$100,000.

7. Assignments and Subleases: The Lessee will not assign or encumber its interest in this lease or in the Property or sublease all or any part of the Property, or permit any other person, firm or corporation to occupy or use all or any part of the Property (except as permitted under paragraph 3 hereof) without first obtaining the City's written consent; provided, however, the Lessee may assign this lease to any subsequent purchaser from the Lessee's of the Property located at 147 Benefit Street, or to any condominium association that may be formed by the Lessee in connection with the sale of 147 Benefit Street as individual condominium units.

8. Default: The Lessee will be default under this lease upon the occurrence of any of the following events or conditions:

(i) The Lessee fails to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the City.

(ii) The Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the City.

Upon the occurrence of an event of default, the City, may at its option, terminate this Lease and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass.

9. Term, Termination and Renewal: The initial term of this Lease is for a period of ten (10) years, ending on September 30, 1995. This Lease shall automatically renew for subsequent terms of three (3) years, unless either the Lessee or the City shall give the other party six (6) months' written notice of its intention to terminate this Lease at the end of the original or any subsequent term. In addition, the City shall have the right to terminate this Lease upon six (6) months' written notice to the Lessee on the following specific condition:

(i) The Superintendent of Parks certifies to the Lessee that the City has plans to develop the Property for use as a City park.

10. Indemnification: The Lessee does hereby agree to indemnify and hold the City harmless from and against any cost and expense of any litigation and from and against any and all actions, causes of action, claims, demands, damages and/or judgments that may be brought successfully against the City by the successors to the Rhode Island Roger Williams Monument Association, the grantor of said Property to the City, as a result of the entering into this Lease. The City shall give the Lessee prompt notice in writing of any action or proceeding relating thereto. The Lessee shall defend against any such action or proceeding with counsel of its choice and the City agrees to cooperate reasonably in any such defense. As long as the defense is being handled by the Lessee, the City shall not settle any such claim, action, or proceeding without the prior written consent of the Lessee. In the event the Lessee shall elect not to defend any such claim, action, or proceeding, this Lease shall terminate, and the Lessee shall indemnify the City as herein provided.

11. Notices: No notice, approval, consent or other communication permitted or required under this Lease will be effective unless sent post pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if the City: c/o City Solicitor, Law Dept., 60 Eddy Street, Providence, R.I. 02903, and the Superintendent of Parks, Dalrymple Boat-house, Roger Williams Park, Providence, R.I. 02905;

if to the Lessee: c/o Frederick P. McClure, Esquire, Hinckley,
Allen, Tobin & Silverstein, 1500 Fleet Center, Providence, Rhode
Island, 02903.

IN WITNESS WHEREOF, the City and the Lessee have executed
this Lease on the day of , 1985.

City of Providence,

By: _____

147 Benefit Street Associates

Frederick P. McClure, Partner

2200 FLEET NATIONAL BANK BUILDING
PROVIDENCE, R.I. 02903

May 15, 1984

Councilman Andrew Annaldo, Chairman
City Property Committee
Clerk's Office
City Hall
Providence, RI 02903

Re: Assessor's Plat 10, Lot 203

Dear Councilman Annaldo:

Recently, I concluded an Agreement to purchase the property located at 145-147 Benefit Street (Assessor's plan 10, lot 202). The property is presently used as a 12 unit dwelling. My plans are to create 5 luxury apartments. This undertaking will involve extensive renovations to the property under the supervision of the Rhode Island Historic Preservation Commission. The building is a brick and brownstone structure built around 1855 and represents a valuable historic structure. Unfortunately, the lot has no onsite parking and given the configuration of the property it would be impossible to create any.

The purpose of my letter is to propose the lease and/or purchase from the City of the adjacent property (lot 203) which is situated on Wheaton Street just below Roger Williams Terrace (a rectangle parcel of vacant land measuring approximately 50' by 70'). I enclose a photograph of the lot taken from Prospect Terrace. Lot 203 is the vacant land in the center of the picture (just to the left of the curb cut). Lot 201 which is also owned by the City is not included in my proposal. The sole use of the property would be to create parking for 145-147 Benefit Street. The parking would be located as far off of Wheaton Street as possible except for a small driveway into the lot. Most of the property that you see in the photograph along Wheaton Street would be extensively landscaped.

It is my understanding that both this parcel and lot 201 are part of a long-term park development plan. However, I believe lease or sale of this small parcel would not be detrimental to the City's long-term plans for the area. My landscaping plan would be compatible with any park development in the adjacent property.



Councilman Andrew Annaldo, Chairman
City Property Committee
May 15, 1984
Page Two of Two

We are in the process of preparing architectural drawings for the property and included in those architectural drawings will be a landscaping plan for lot 203. This plan should be available within the next two to three weeks and I will forward a copy of the plans at the appropriate time.

We intend to commence construction at 145-147 Benefit Street in the beginning of June. Construction will be completed by the end of December. Therefore, from my point of view, it is important to know as quickly as possible whether this proposal is acceptable to the City.

The specific proposal is that I either:

1. Lease the property for a period of at least ten years for a nominal rent, in exchange for which I would agree to substantially improve and maintain the lot (subject to plans approved by your Committee or/and the City Parks Department),
or

2. Purchase the property.

If you have any questions please feel free to call me at your convenience. I look forward to working with your Committee to develop a proposal which is mutually beneficial.

Very truly yours,



Frederick P. McClure

FPM:df

Enclosure

cc: Mr. David Davies
Mr. Russell Gower

FILED

MAY 16 10 27 AM '84

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

May 24, 1985

Councilman Andrew Annaldo
Chairman
City Property Committee
Clerk's Office
City Hall
Providence, RI 02903

Re: Lease of Assessors Plat 10, Lot 203/Wheaton Street

Dear Councilman Annaldo:

The purpose of this letter is to request that your Committee reconsider the action taken last Wednesday in rejecting our proposal to lease Lot 203 from the City, and to provide us the opportunity to appear at your next meeting to address ourselves to the concerns you have regarding the proposal. When I talked with you a couple of weeks ago about scheduling our proposal I assumed that we would be notified and that we would be afforded an opportunity to address the Committee.

We have spent a great deal of time and effort working with the Department of Parks (under whose jurisdiction the property is) to develop a proposal which is acceptable to the Parks Department and compatible with any legal restrictions on its use. In January of this year, at the request of the Superintendant of Parks, the Law Department reviewed the lease and the deed restrictions and concluded that the property could be used as proposed by us with appropriate reversionary rights to the City.

The property is overgrown with weeds and vegetation and is littered with car batteries and other trash which has been discarded over the years. Our proposal includes a plan to landscape the property. These improvements would directly benefit the City since it would result in a substantial improvement of City land which is visible from the Roger Williams Terrace and without any cost or expense to the City.

Councilman Andrew Annaldo

May 24, 1985

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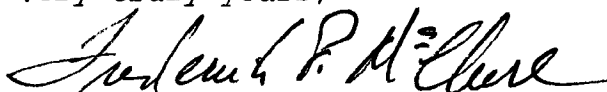
The key point of our proposal is that if the City wishes to regain use of this property for park purposes, the lease can be terminated on 6 months notice. This provision was proposed with the deed restrictions specifically in mind.

I enclose for your review my letter of August 23, 1984 to the Board of Park Commissioners which sets forth the basic terms of the agreement. We are willing to discuss any additional restrictions that your Committee may think are necessary or appropriate.

In reviewing my file, I note that it is almost one year and one week to the day that I first wrote to you with respect to this property. In the past year we have spent a great deal of time working with the Parks Department and discussing the issues with the Law Department in an effort to arrive at an agreement which is beneficial and satisfactory to the City.

Considering that the proposal was approved by both the Parks Department and the City Plan Commission and considering the considerable time and energy which has been devoted to this project by various City departments and us, I would hope that you would afford us the opportunity to appear before your Committee and to address the issues and concerns you must have had in taking the action which you took Wednesday.

Very truly yours,



Frederick P. McClure
147 Benefit Street Associates

FPM:rm

Enclosure

cc: City Council Members: Carolyn F. Brassil, John J. Lombardi,
James Petrosinelli, and Herman C. Pitts
John Izzo, Department of Parks
Russell Gower, City Plan Commissioner
The Honorable Joseph Paolino, Mayor of Providence
Malcolm Farmer, III

FILED

MAY 28 9 49 AM '85

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

2200 FLEET NATIONAL BANK BUILDING
PROVIDENCE, R.I. 02903

August 23, 1984

Board of Park Commissioners
City of Providence
Roger Williams Park
Providence, RI 02905
Attn: John A. Izzo

Re: Assessor's Plat 10, Lot 203

Dear Mr. Chairman:

Recently, I purchased the brick and brownstone building located at 145-147 Benefit Street (Assessor's plat 10, lot 202). The property is a valuable historic building built about 1854. I have already begun extensive renovations to the property under the supervision of the Rhode Island Historic Preservation Commission. The renovation should be completed by the end of the year and will represent an investment of more than \$500,000. Unfortunately, the lot has no on-site parking and given the configuration of the property it would be impossible to create any. The purpose of my letter is to propose the lease from the Park Commissioners of the adjacent property (lot 203) which is situated on Wheaton Street just below Roger Williams Terrace. The Wheaton Street property is a rectangular parcel of vacant land measuring approximately 50' by 70'. The Wheaton Street property is overgrown with weeds and vegetation and is the resting place of tires, car batteries, mattresses and other trash which have been discarded over the years.

I understand that this property is part of a long-term park development plan. However, I believe the lease of this small parcel under appropriate conditions would not be detrimental to your long-term plans for the area. My landscaping plan for this property would be compatible with any park development for this property or for the adjacent property. I enclose a preliminary landscaping plan for your review. It is merely a proposal and I would be happy to discuss changes that you may think necessary or appropriate. However, since

Board of Park Commissioners
City of Providence
August 23, 1984
Page Two of Three

it is very important from my point of view to complete the renovations to my building before the end of December, I would greatly appreciate anything you can do to expedite your consideration of this proposal. Substantial expense can be saved if the Wheaton Street property can be improved at the same time that I landscape the Benefit Street property. As you can see from the landscaping plan, almost all the parking will be located as far off Wheaton Street as possible and in fact most of the parking actually occurs on my property and not on Wheaton Street property. The entrance to the parking area would be located on the southerly lot line which does not adjoin other potential park land.

The parking or driveway area would not be constructed of permanent type material, i.e. asphalt or cement, rather it would be constructed of stone material.

The terms of the lease which I would propose are:

1. I would pay the entire cost to clean up, improve and maintain the property during the term of the lease.
2. I would pay a nominal rent, i.e. a \$100 per year and, in addition, an amount equal to the real estate taxes that would be assessed on the property if it were not tax exempt property.
3. Although the term of the lease would be for a period of 10 years, the commission would have the right to terminate the lease upon 6 months notice in the event that the commission has definite and immediate plans to develop the property for use as a city park within 12 months of the date of giving of the notice.

I think the last term is a significant one from your point of view since it permits you to regain control of the property on very short notice.

Of course, I would hope that if and when that occurs we might be able to work out some arrangement so that I would continue to have access to the parking area, but there would be no guaranty of that in the lease itself.

In summary, I think my proposal is both fair and reasonable. For the immediate term it results in the cleaning up and improving of property which is immediately below Roger Williams Terrace, which would benefit the City in general. It would benefit me because this property adjoins my property which will be residential.

Board of Park Commissioners
City Of Providence
August 23, 1984
Page Three of Three

I would be pleased to make a presentation at the next meeting of park commissioners at which time both myself and the architect would be available to discuss these proposals in greater detail.

Very truly yours,

A handwritten signature in cursive script, reading "Frederick P. McClure".

Frederick P. McClure

FPM:df

Enclosures

2200 FLEET NATIONAL BANK BUILDING
PROVIDENCE, R.I. 02903

June 22, 1984

Councilman Andrew Annaldo, Chairman
City Property Committee
Clerk's Office
City Hall
Providence, RI 02903

Re: Assessor's Plat 10, Lots 201 & 203

Dear Councilman Annaldo:

In connection with our proposal to lease lot 203 from the City, I enclose a proposed form of lease and a landscaping plan. If you have any questions about either the lease or the landscaping plan, please call at your convenience.

Again, these are merely proposals that I am making and I would be happy to discuss any changes that you or your committee might think necessary or appropriate.

Since it is very important from my point of view to complete the renovations to my building before the end of December, I would greatly appreciate anything you could do to expedite your consideration of this lease proposal.

In addition to the above, I have been advised by the City Solicitor to refer to you and your committee a matter which concerns the adjacent City property, lot 201. On June 7, I forwarded building plans to the Department of Building Inspection. These plans indicate additional openings in the north wall of the 145-147 Benefit Street property (a window on the ground floor and other various outlets for heating and ventilation purposes). It appears that we may also need the City's approval for changes in the north wall. Originally, the north wall was a party wall with a building formerly located on lot 201. The adjacent building is no longer standing and the land is owned by the City of Providence for use as a park. When the building

Councilman Andrew Annaldo, Chairman
City Property Committee
Page Two of Two
June 22, 1984

was torn down, the party wall was left since it was attached to my building. It appears that the City still has some interest in the party wall and out of an abundance of caution, I would like to obtain your committees' approval to make the indicated exterior changes and general repairs so that there will be no question at a future date.

Would you please include this request (although as a separate item) with your consideration of the lease of the adjacent property.

The building plans have been approved by the Department of Building Inspection and the Providence Historic District Commission so there is no problem from their point of view. If you have any questions on this particular matter, I would be happy to talk to you about it. I do note that there is already an exhaust opening through the party wall.

Again, I thank you in advance for your cooperation and assistance. Please don't hesitate to call if you have any questions.

Very truly yours,



Frederick P. McClure
Partner
147 Benefit St. Associates
(401) 274-2000

FPM:df

cc: Charles Pisaturo, City Solicitor
Jim Estes, Estes-Burgin, Architect

LEASE

This lease is entered into by and between the CITY OF PROVIDENCE (hereinafter the "City") and 147 BENEFIT ST. ASSOCIATES, a Rhode Island general partnership, (hereinafter the "Lessee").

It is mutually agreed by and between the parties as follows:

1. Property: The City hereby leases to the Lessee the land located on the westerly side of Wheaton Street in the City of Providence consisting of approximately 3,700 square feet of land identified as Lot 203 on Assessor's Plat 10 of the City of Providence (hereinafter the "Property").

2. Rent: The Lessee will pay to the City the annual rent of One Hundred Dollars (\$100) on or before August 1, 1984 and each anniversary thereof during the Term of this Lease. As additional rent, the Lessee will pay the amount of real property taxes levied or assessed against the Property or if there shall be no real property taxes assessed against the Property because the Property is owned by the City the Lessee will pay to the City the amount of real property taxes that would be assessed against the Property if Property were not exempt from taxes. The additional rent shall for the first year of the term hereof be the amount of taxes assessed as of December 31, 1984 and shall be paid in arrears on or before August 1, 1985. The amount of the additional rent for any period of less than one year shall be pro-rated.

3. Permitted Use: The Lessee will use the Property solely for the purpose of providing parking for 147 Benefit Street (Assessor's Plat 10, Lot 202). The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities effecting the property or the Lessee's use thereof.

4. Maintenance: The Lessee will keep and maintain the Property and all sidewalks, curbs and drives on or adjoining the same in good order and repair and in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

5. Alterations and Improvements: All alterations and improvements other than those identified on the landscaping plan attached hereto as Exhibit A will be subject to prior approval of the City. Approval of any alterations or improvements by the City may be made by and on behalf of the City by the Director of the Department of City Planning. All alterations and improvements will become the property of the City.

6. Public Liability Insurance:

The Lessee will obtain and pay for general comprehensive public liability insurance insuring the City and the Lessee against lost from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries

to one person, including death, \$500,000, subject to the same limit for each person; on account of any one event resulting in injuries to more than one person, including death, \$1,000,000; and on account of an accident resulting in damage to property \$100,000.

7. Assignments and Subleases: The Lessee will not assign or encumber its interest in this lease or in the Property or sublease all or any part of the property, or permit any other person, firm or corporation to occupy or use all or any part of the Property (except as permitted under paragraph 3 hereof) without first obtaining the City's written consent; provided, however, the Lessee may assign this lease to any subsequent purchaser from the Lessee's of the property located at 147 Benefit Street, or to any condominium association that may be formed by the Lessee in connection with the sale of 147 Benefit Street as individual condominium units.

8. Default: The Lessee will be default under this lease upon the occurrence of any of the following events or conditions:

(i) the Lessee fails to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the City.

(ii) the Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred herein, such failure having continued for a period of thirty (30) days

after notice thereof to the Lessee by the City.

Upon the occurrence of an event of default, the City, may at its option, terminate this Lease and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass.

9. Term, Termination and Renewal: The initial term of this lease is for a period of ten (10) years ending on July 31, 1994. This lease shall automatically renew for subsequent terms of three (3) years, unless either the Lessee or the City shall give the other party six (6) months written notice of its intention to terminate this lease at the end of the original or any subsequent term. In addition, the City shall have the right to terminate this lease upon six (6) months written notice to the Lessee on the following specific condition:

(i) The Director of the Department of City Planning certifies to the Lessee that the City has definite and immediate plans to develop the Property for use as a City park and that such use will commence within 12 months of the date of the giving of such notice.

10. Notices: No notice, approval, consent or other communication permitted or required under this lease will be effective unless sent post pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the City: c/o City Clerk, City Hall, Providence, Rhode Island 02903 and if to the Lessee: c/o Frederick P. McClure, Esquire, Hinckley & Allen, Fleet National Bank Building, Providence, Rhode Island 02903.

IN WITNESS WHEREOF, the City and the Lessee have executed
this Lease on the day of July, 1984.

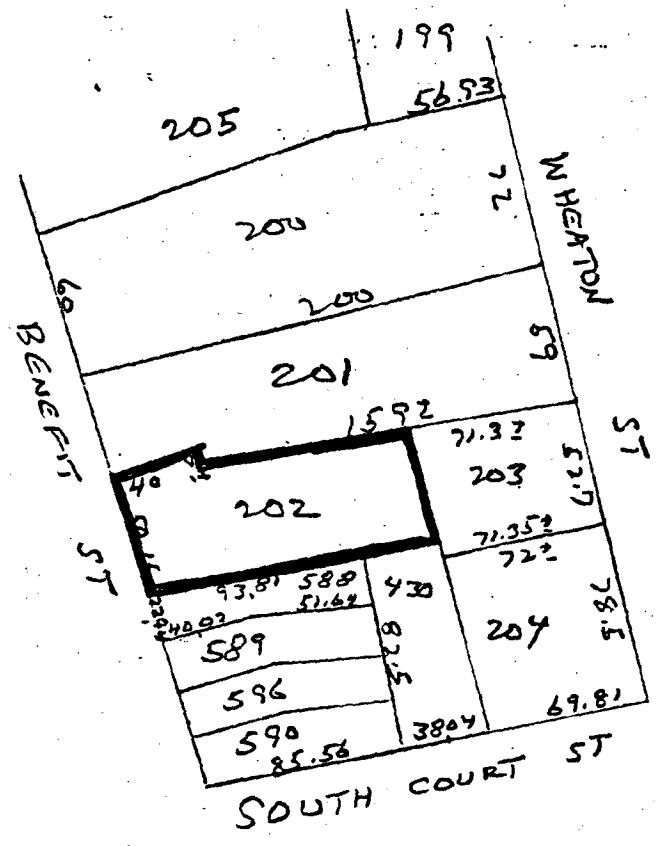
City of Providence,

By _____

147 Benefit St. Associates,

Frederick P. McClure, Partner

PROVIDENCE
1" = 80'



5-17-84 AP 10

* Lot 202 - 147 BENEFIT ST. ASSOCIATES

201 - CITY OF PROVIDENCE (May '41) 838-11

203 - as 201

430 - RONALD A. DWIGHT (1186-189)

588 - W. SCOTT CORBETT 1WE (1117-52)



The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

May 31, 1985

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 02903

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2148 - Lease of lot 203 on A.P. 10 located
on 7 Wheaton Street

Gentlemen:

There exists an error in the City Plan Commission letter of May 8, 1985 pertaining to the subject referral where the last sentence should be read as follows: "to recommend to the Committee on City Property that no objection is offered to the proposed 10 year lease of aforesaid property".

The City Plan Commission endorsed the proposed 10 year lease which in paragraph 9 contains a provision that the City shall have the right to terminate this lease upon six (6) months written notice to the Lessee under the following specific condition: the Director of the Department of Parks certifies to the Lessee that the City has definite and immediate plans to develop the property for use as a city park and such use will commence within twelve (12) months of the date of the giving of such notice.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Kathleen D. Field".

Kathleen D. Field
Associate Director of Planning

KDF/jp
cc; Councilman Thomas M. Glavin



The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

May 8, 1985

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 02903

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2148 - Lease of Lot 203 on A.P. 10 located
on 7 Wheaton Street

Gentlemen:

The City Plan Commission, at its May 1, 1985 regular monthly meeting reviewed and evaluated the subject referral from your committee.

The petitioner is Mr. Frederick P. McClure, a partner in the 147 Benefit St. Association which recently restored a brownstone building located at 145-147 Benefit Street. (Assessor's lot 203 on A.P. 10). Mr. McClure's intention is to develop Lot 203 for a six (6) to eight (8) car residential parking lot for tenants of his building.

A field inspection revealed that Lot 203 on A.P. 10 is vacant, overgrown with weeds, bushes and some trees. The grounds of aforesaid lot were strewn with a few granite curbstones and broken glass.

An office research revealed that Lot 203 and Lot 201 were granted to the City of Providence by the R.I. Roger Williams Memorial Association with the following restrictions: "...to the use of said City of Providence and its successors forever for the purpose of and to be used as an approach to and accessory of the Roger Williams Monument on Prospect Terrace in said city, and as a memorial of Roger Williams, and to be known as the Roger Williams Parkway, and with power to improve and maintain the same for said purposes and as a park of said city".

The City Plan Commission on June 20, 1984 voted that Lot 203 and other city lots in this area be placed under the jurisdiction of the Board of Park Commissioners.

Since the Board of Park Commissioners adopted a resolution requesting the City Solicitor's Office to draft a lease between the City of Providence and Mr. Frederick P. McClure, and since the Superintendent of Parks

Committee on City Property

Page 2

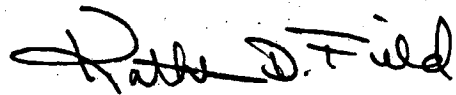
May 8, 1985

Referral No. 2148

endorsed the proposed lease, the Commission voted:

To recommend to the Committee on City Property that
no objection is offered to the sale of aforesaid
property.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Kathleen D. Field".

Kathleen D. Field
Associate Director of
Planning

KDF/jp

cc: Councilman Thomas M. Glavin



The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

May 31, 1985

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 02903

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2148 - Lease of lot 203 on A.P. 10 located
on 7 Wheaton Street

Gentlemen:

There exists an error in the City Plan Commission letter of May 8, 1985 pertaining to the subject referral where the last sentence should be read as follows: "to recommend to the Committee on City Property that no objection is offered to the proposed 10 year lease of aforesaid property".

The City Plan Commission endorsed the proposed 10 year lease which in paragraph 9 contains a provision that the City shall have the right to terminate this lease upon six (6) months written notice to the Lessee under the following specific condition: the Director of the Department of Parks certifies to the Lessee that the City has definite and immediate plans to develop the property for use as a city park and such use will commence within twelve (12) months of the date of the giving of such notice.

Sincerely yours,

Kathleen D. Field
Associate Director of Planning

KDF/jp
cc; Councilman Thomas M. Glavin ✓



The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

February 13, 1984

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 02903

ATTN: Rose M. Mendonca, City Clerk

Subject: Referral No. 2117 - Sale of City's Lots 201 and 203
located on A.P.10.

Gentlemen:

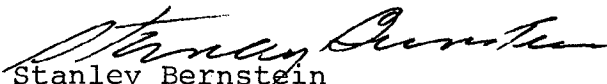
The City Plan Commission, at its February 1, 1984 regular monthly meeting, reviewed and evaluated the subject referral from your Committee.

A field inspection revealed that the subject lots are vacant and undeveloped and are overgrown with weeds, trees and bushes. A steep slope running between Wheaton and Benefit Streets restricts the development potential of the subject lots to the westerly portion of Lot 201 and the easterly portion of both lots.

The Commission noted that there are a number of vacant city-owned lots in the vicinity of Prospect Terrace, some of which are contiguous to the park and others, such as the subject lots, which are separated by Wheaton Street. The Commission is also working with the Board of Park Commissioners on a comprehensive plan for open space and recreation. One of the policies under discussion is the possibility of annexing these lots into the park system. Even if these lots are not to be kept in the City's park system, they should be disposed as part of planned development rather than on a piece-meal basis. The area's irregular topography and high property values call for a planned approach in order to afford the best return to the City.

For the reasons stated above, the Commission voted unanimously to mandate that the subject lots not be sold at this time.

Sincerely yours,


Stanley Bernstein
Director

SB/jp

cc: Councilman Thomas M. Glavin

FILED

FEB 16 11 42 AM '84

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

LEASE

This lease is entered into by and between the CITY OF PROVIDENCE (hereinafter the "City") and 147 BENEFIT STREET ASSOCIATES, a Rhode Island general partnership, (hereinafter the "Lessee").

It is mutually agreed by and between the parties as follows:

1. Property: The City hereby leases to the Lessee the land located on the westerly side of Wheaton Street in the City of Providence consisting of approximately 3,763 square feet of land identified as Lot 203 on Assessor's Plat 10 of the City of Providence (hereinafter the "Property").

2. Rent: The Lessee will pay to the City the annual rent of One Hundred Dollars (\$100) on or before October 1, 1985 and each anniversary thereof during the Term of this Lease. As additional rent, the Lessee will pay the amount of real property taxes levied or assessed against the Property or if there shall be no real property taxes assessed against the Property because the Property is owned by the City, the Lessee will pay to the City the amount of real property taxes that would be assessed against the Property if Property were not exempt from taxes.

The amount of the additional rent for any period of less than one year shall be pro-rated based on the portion of the

calendar year the Lease is in effect. The additional rent for calendar year 1985 shall be the pro-rata portion of the amount of taxes assessed as of December 31, 1985 and it shall be paid in arrears on or before January 1, 1986.

3. Permitted Use: The Lessee will use the Property solely for the purpose of providing parking for 147 Benefit Street (Assessor's Plat 10, Lot 202). The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities affecting the property or the Lessee's use thereof.

4. Maintenance: The Lessee will keep and maintain the Property and all sidewalks, curbs and drives on or adjoining the same in good order and repair and in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

5. Alterations and Improvements: All alterations and improvements shall be subject to prior approval of the City. Approval of any alterations or improvements by the City may be made by and on behalf of the City by the Superintendent of Parks. All alterations and improvements will become the property of the City.

6. Public Liability Insurance: The Lessee will obtain and pay for general comprehensive public liability insurance insuring

the City and the Lessee against loss from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries to one person, including death, \$500,000, subject to the same limit for each person; on account of any one event resulting in injuries to more than one person, including death, \$1,000,000; and on account of an accident resulting in damage to property \$100,000.

7. Assignments and Subleases: The Lessee will not assign or encumber its interest in this lease or in the Property or sublease all or any part of the Property, or permit any other person, firm or corporation to occupy or use all or any part of the Property (except as permitted under paragraph 3 hereof) without first obtaining the City's written consent; provided, however, the Lessee may assign this lease to any subsequent purchaser from the Lessee's of the Property located at 147 Benefit Street, or to any condominium association that may be formed by the Lessee in connection with the sale of 147 Benefit Street as individual condominium units.

8. Default: The Lessee will be default under this lease upon the occurrence of any of the following events or conditions:

(i) The Lessee fails to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the City.

(ii) The Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the City.

Upon the occurrence of an event of default, the City, may at its option, terminate this Lease and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass.

9. Term, Termination and Renewal: The initial term of this Lease is for a period of ten (10) years, ending on September 30, 1995. This Lease shall automatically renew for subsequent terms of three (3) years, unless either the Lessee or the City shall give the other party six (6) months' written notice of its intention to terminate this Lease at the end of the original or any subsequent term. In addition, the City shall have the right to terminate this Lease upon six (6) months' written notice to the Lessee on the following specific condition:

(i) The Superintendent of Parks certifies to the Lessee that the City has plans to develop the Property for use as a City park.

10. Indemnification: The Lessee does hereby agree to indemnify and hold the City harmless from and against any cost and expense of any litigation and from and against any and all actions, causes of action, claims, demands, damages and/or judgments that may be brought successfully against the City by the successors to the Rhode Island Roger Williams Monument Association, the grantor of said Property to the City, as a result of the entering into this Lease. The City shall give the Lessee prompt notice in writing of any action or proceeding relating thereto. The Lessee shall defend against any such action or proceeding with counsel of its choice and the City agrees to cooperate reasonably in any such defense. As long as the defense is being handled by the Lessee, the City shall not settle any such claim, action, or proceeding without the prior written consent of the Lessee. In the event the Lessee shall elect not to defend any such claim, action, or proceeding, this Lease shall terminate, and the Lessee shall indemnify the City as herein provided.

11. Notices: No notice, approval, consent or other communication permitted or required under this Lease will be effective unless sent post pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if the City: c/o City Solicitor, Law Dept., 60 Eddy Street, Providence, R.I. 02903, and the Superintendent of Parks, Dalrymple Boat-house, Roger Williams Park, Providence, R.I. 02905;

if to the Lessee: c/o Frederick P. McClure, Esquire, Hinckley,
Allen, Tobin & Silverstein, 1500 Fleet Center, Providence, Rhode
Island, 02903.

IN WITNESS WHEREOF, the City and the Lessee have executed
this Lease on the day of , 1985.

City of Providence,

By: _____

147 Benefit Street Associates

Frederick P. McClure, Partner