

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 749

Approved November 25, 1977

RESOLVED, that His Honor the Mayor be and hereby is authorized to execute an indenture of lease between the City of Providence, lessor, and the Town of Scituate, lessee, for a parcel of land situated on the easterly side of Tunk Hill Road in the Town of Scituate, County of Providence, State of Rhode Island, comprising approximately 2.051 acres, more or less, and further described in that certain copy of the indenture of lease and the Topographic Plan of proposed site for Potterville Fire Station, Scituate, Rhode Island, October, 1977, prepared by Bibeault and Florentz Engineering Company, both the proposed lease and Topographic Plan are incorporated by reference and made part of this Resolution; said lease is to provide for a term of Fifty (50) Years yielding and paying therefore, as a yearly rent, the sum of One Dollar (\$1.00) and an additional sum equal to the taxes which may be assessed upon such leased land annually or otherwise by the Town of Scituate or other Governmental body, the same to be paid within one month within the assessment of said taxes, together with all other terms and conditions and covenant which are contained in the proposed lease as incorporated herein.

IN CITY COUNCIL
NOV 17 1977

READ AND PASSED

[Signature]
PRES.

[Signature]
CLERK

APPROVED

[Signature]
NOV 25 1977

**THE COMMITTEE ON
CITY PROPERTY**

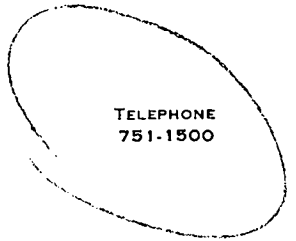
**Approves Passage of
The Within Resolution**

Rose M. Mendoren
Clerk Chairman
Nov. 15 1977

SUITE
1212

LAW OFFICES
WILLIAM J. MCGAIR
INDUSTRIAL BANK BUILDING
111 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND 02903

map



November 10, 1977

421-8200

The Honorable Harry A. Johnson
Chairman of the City Property Committee
City Hall
Providence, Rhode Island

Dear Councilman Johnson:

The Town of Scituate is most desirous of leasing approximately two (2) acres of unimproved land owned by the City of Providence located on the easterly line of Tunk Hill Road, in Scituate, for the purpose of erecting a new Potterville Fire Station.

This new station would be to replace a small inadequate station presently located in the Town. The time of the lease would run for a period of fifty (50) years with a consideration of a yearly rental of \$1.00, in addition to a sum equal to the taxes which may be assessed on the rental property by the Town of Scituate or any other governmental body.

The Town of Scituate is seeking federal funds for the construction of this new fire station. The new station would be a multi-use-type of building which is given high priorities under federal guidelines.

This proposed lease has been unanimously approved by the Providence Water Supply Board and, in addition, the Chief Engineer, Peter P. Granieri, Jr., has considered this matter from an engineering point of view as well as its affect on the water shed, the reservoir, and adjacent lands. It is the view of the Water Supply Board, its Chairman, John A. Doherty, and the Chief Engineer, Peter P. Granieri, Jr., that a fire station at that location would be a very valuable adjunct to the reservoir property owned by the City of Providence from many points of view, but with particular emphasis on the fire protection aspect as it relates to the City of Providence property in that area.

Since federal funding is involved, a timely resolution of this matter is eminent, as I understand that approval must be rendered by the Properties Committee and a resolution authorizing the signing of the lease by the City Council, and the actual signing of the lease by the representatives of the parties must be accomplished by December 1.

The Honorable Harry A. Johnson

-2-

November 10, 1977

Consequently, I am enclosing herewith a copy of the proposed lease, together with a topographic plan of the proposed site prepared by Bibeault and Florentz Engineering Co., Engineers, dated November 8, 1977.

Thanking you for your consideration in this matter, I am

Very truly yours,

William J. McGair

William J. McGair

WJM:en
Encs

ccs: The Honorable Vincent A. Cianci, Jr.,
Mayor of the City of Providence

The Honorable Vincent J. Cirelli,
Councilman, City of Providence

Mr. John A. Doherty
Chairman, Water Supply Board

Mr. Peter P. Granieri, Jr., P. E.
Chief Engineer, Water Supply Board

RECEIVED
NOV 16 3 50 PM '77

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: November 10, 1977

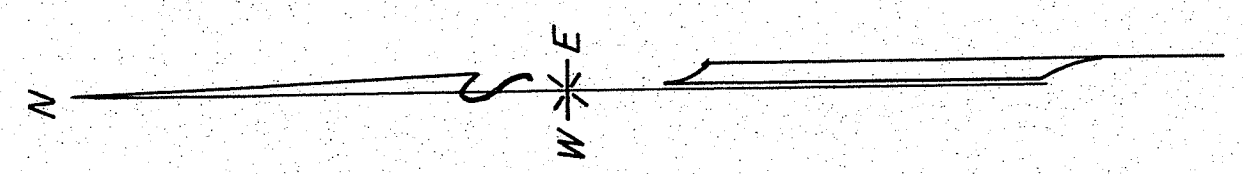
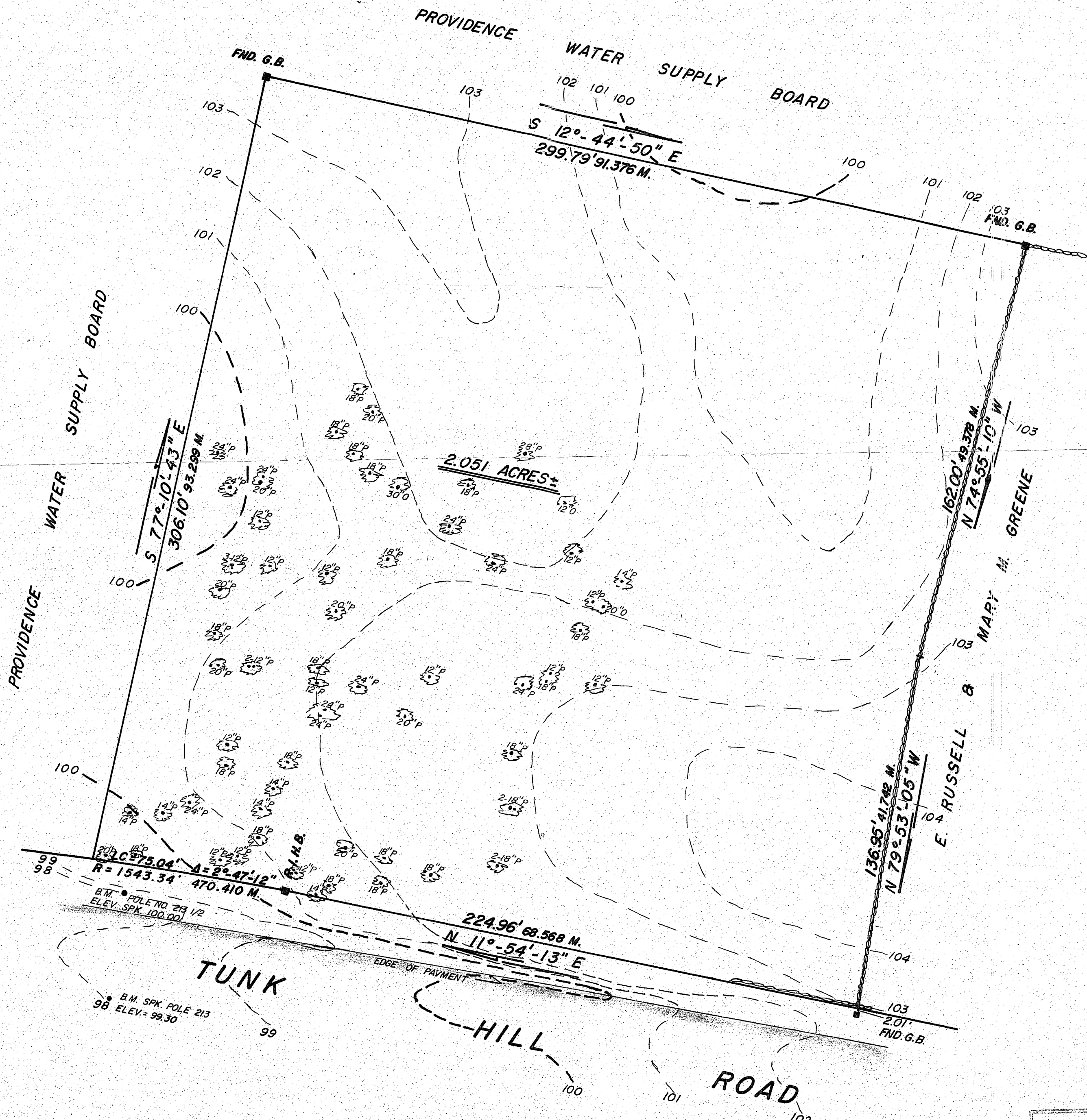
TO: Councilman Harry A. Johnson

SUBJECT: COMMUNICATION FROM WILLIAM J. MCGAIR, ESQUIRE

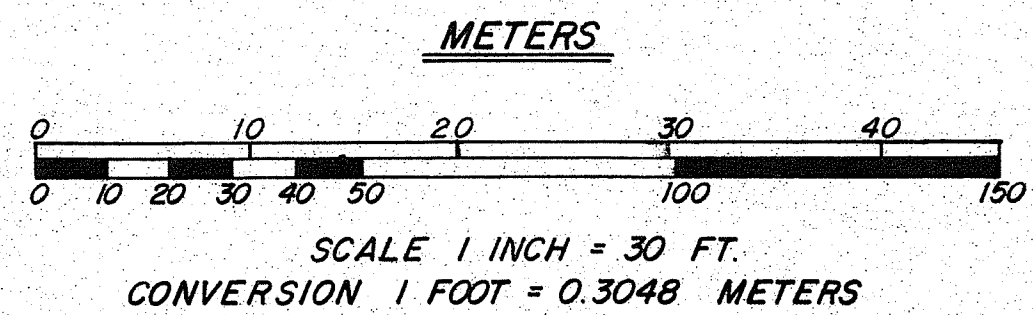
CONSIDERED BY: Rose M. Mendonca, City Clerk

DISPOSITION: I am enclosing copy of communication from above
subject relative to land in Scituate, Rhode Island.
(Copy of lease is attached to original letter)

Rose M. Mendonca
City Clerk

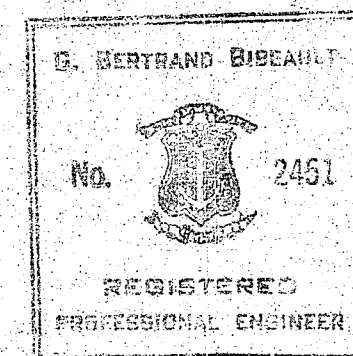


TOPOGRAPHIC PLAN
OF PROPOSED SITE
FOR
POTTERVILLE FIRE STATION
SCITUATE, R. I.
OCTOBER, 1977



- LEGEND**
- 18" P = PINE TREE
 - 18" O = OAK TREE
 - R.I.H.B. = RHODE ISLAND HIGHWAY BOUND
 - G.B. = GRANITE BOUND
 - = STONE WALL
 - - - = EXISTING CONTOURS

NOV 8 1977



B BIBEALT AND FLORENTZ **F**
ENGINEERING CO.
CIVIL ENGINEERS AND LAND SURVEYORS
99 MAIN STREET, WOONSOCKET, R. I.

NOV 8 1977

LEASE

THIS INDENTURE OF LEASE made and entered into on this 1st day ~~November~~ December of ~~November~~ A.D., 1977 by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, of the first part, Lessor, and the Town of Scituate, a municipal corporation created by the General Assembly of the State of Rhode Island, party of the second part, Lessee:

W I T N E S S E T H:

That the said Lessor, for and in consideration of the rents and covenants hereinafter specified, and contained, on the part of said Lessee, its successors and assigns, to be kept and performed, does hereby demise and lease unto the said Lessee, its successors and assigns, for and during a term of fifty (50) years, beginning on the 1st day of ~~November~~ December A.D., 1977.

That certain tract or parcel of land situated on the easterly side of the Tunk Hill Road in the Town of Scituate, County of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point in the easterly line of said Tunk Hill Road, said point being two and 01/100 (2.01) feet easterly of a Granite Bound, said point also being the northwesterly corner of land now or lately of E. Russell Greene, et ux and the southwesterly corner of the parcel herein described; thence N11°54'13" E bounded westerly by said Tunk Hill Road a distance of two hundred twenty four and 96/100 (224.96) feet to a Rhode Island Highway Bound; thence continuing northerly along the arc of a curve having a radius of one thousand five hundred forty three and 34/100 (1543.34) feet, bounded westerly by said Tunk Hill Road a distance of seventy five and 04/100 (75.04) feet to the northwesterly corner of the parcel herein described; thence turning and running

S 77°10'43" E Bounded northerly by said remaining land of the City of Providence Water Supply Board a distance of three hundred six and 10/100 (306.10) feet to a Granite Bound at the northeasterly corner of the parcel herein described; thence S 12°44'50"E bounded easterly by remaining City of Providence Water Supply Board land a distance of two hundred ninety nine and 79/100 feet (299.79) to a Granite bound at the southeasterly corner of the parcel herein described; thence N 74°55'10" W along a stone wall bounded southerly by land now or lately of E. Russell Greene, et ux a distance of one hundred sixty two (162) feet to an angle in the wall; thence N 79°53'05" W along said wall bounded southerly by said Greene land a distance of one hundred thirty six and 95/100 (136.95) feet to the point and place of beginning.

Containing by estimation 2.051 Acres, more or less.

Being the same premises shown on the Topographic Plan of Proposed Site for Potterville Fire Station Scituate, R. I. October, 1977 by Bibeault and Florentz Engineering Co. Civil Engineers and Land Surveyors, 99 Main Street, Woonsocket, R. I., a copy of which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, with all the rights and privileges thereof unto the said Lessee, its successors and assigns for and during a term of fifty (50) years from the _____ day of November A.D., 1977, they yielding and paying therefor as a yearly rent, the sum of one (1) dollar, and an additional sum equal to the taxes which may be assessed thereon annually or otherwise by the Town of Scituate or other governmental body, the same to be paid within one (1) month of the assessment of said tax.

Provided always, and this lease is made upon the following express conditions:

1. That the said Lessee during the continuance of this lease, shall use and occupy the aforescribed premises for its corporate uses and purposes and for no other purpose whatsoever;

2. That the Lessee shall observe and abide by all statutes, laws, ordinances, rules and regulations which are now in force, or which may be hereafter enacted with respect to such occupancy;

3. That the Lessee shall not use or suffer said premises, or any part thereof, to be used or occupied for any unlawful business or any unlawful purposes whatsoever. And it will preserve the peace and maintain good order on said premises at all times that it will not assign, underlet or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor, acting by and through its Water Supply Board;

4. That any buildings or other improvements now or hereafter erected on said premises are to be held at the sole risk of the said Lessee, its successors and assigns;

5. That the Lessee shall not use the aforescribed premises or any improvements which may be erected thereon in such manner as to cause any pollution of the water supply controlled and furnished by the Lessor;

6. That the Lessor shall have the right at all times to enter upon the premises herein demised and to make such inspection as it deems desirable for any purpose whatsoever, the Lessee hereby covenanting that it will not interfere or restrict any such entry by the Lessor, but will cooperate in making the premises available for any such inspection;

7. That upon any violation of any of the foregoing conditions, the said Lessor, by any agent duly authorized, shall be at liberty to terminate this lease, and may thereupon lawfully, immediately or at any time thereafter, and without notice or demand, enter into and upon said premises and respossess the same as of their former estate.

8. It is understood and agreed by and between the parties hereto that the Lessee shall within sixty (60) days from and after the expiration or other termination of this lease, remove any and all buildings, structures and other improvements now or hereafter erected on said premises by said Lessee. And if the same shall not be removed, the said buildings and improvements shall at the option of the Lessor become its sole and lawful property, or the said Lessor may remove the same at the expense of the Lessee, which shall be liable to the lessor for all cost incurred by the Lessor in the removal of the buildings and improvements.

9. It is further understood and agreed by and between the parties hereto that all buildings and improvements erected or placed upon said land are and shall be pledged for the payment of all rents accruing or owing under this lease.

IN TESTIMONY WHEREOF, said City of Providence has caused these presents to be executed and its corporate seal to be hereunto affixed by Vincent A. Cianci, Jr., its Mayor, thereunto duly authorized by City Council Resolution No _____, approved November ____, 1977; and said Town of Scituate, a Municipal Corporation, has caused these presents to be executed and its seal to be hereunto affixed by its officers, thereunto duly authorized by vote of said Scituate Town Council at a regular meeting on November 10, 1977.

Signed and sealed in
Presence of:

William J. McGarr
Atty. Gen. Water Supply Board

Witness:

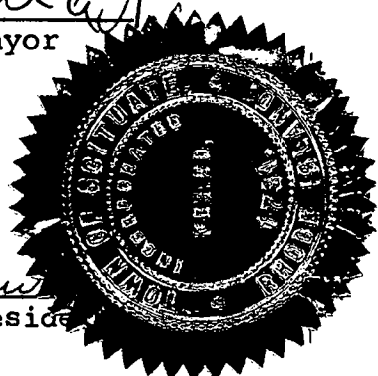
Robert D. Medbury
Crown Clerk
Town of Scituate

CITY OF PROVIDENCE
by:

Vincent A. Cianci, Jr.
Mayor

TOWN OF SCITUATE
by:

Thomas R. Yeaw
Council President



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Town of Scituate
In the ~~City of Providence~~, on the 1st day of ~~November~~ *December*,

A.D., 1977, then personally appeared before me the above named
VINCENT A. CIANCI, JR., Mayor of the City of Providence, to
me known and known by me to be the party executing the foregoing
instrument and he acknowledged said instrument by him executed in
the name and on behalf of said City of Providence to be his free
act and deed and the free act and deed of said City of
Providence.

Roger D. Medbury
Notary Public
Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Scituate, on the 1st day of ~~November~~ *December* A.D., 1977,

then personally appeared before me the above named THOMAS R. YEAW,
Council President of the Town of Scituate, to me known and known
by me to be the party executing the foregoing instrument and he
acknowledged said instrument by him executed in the name and on
behalf of said Town of Scituate to be his free act and deed and
the free act and deed of said Town of Scituate.

Roger D. Medbury
Notary Public
Notary Public

CITY OF PROVIDENCE

TO

TOWN OF SCITUATE

LEASE

LEASE

THIS INDENTURE OF LEASE made and entered into on this ____ day of November A.D., 1977 by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, of the first part, Lessor, and the Town of Scituate, a municipal corporation created by the General Assembly of the State of Rhode Island, party of the second part, Lessee:

W I T N E S S E T H:

That the said Lessor, for and in consideration of the rents and covenants hereinafter specified, and contained, on the part of said Lessee, its successors and assigns, to be kept and performed, does hereby demise and lease unto the said Lessee, its successors and assigns, for and during a term of fifty (50) years, beginning on the ____ day of November A.D., 1977.

That certain tract or parcel of land situated on the easterly side of the Tunk Hill Road in the Town of Scituate, County of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point in the easterly line of said Tunk Hill Road, said point being two and 01/100 (2.01) feet easterly of a Granite Bound, said point also being the northwesterly corner of land now or lately of E. Russell Greene, et ux and the southwesterly corner of the parcel herein described; thence N11°54'13" E bounded westerly by said Tunk Hill Road a distance of two hundred twenty four and 96/100 (224.96) feet to a Rhode Island Highway Bound; thence continuing northerly along the arc of a curve having a radius of one thousand five hundred forty three and 34/100 (1543.34) feet, bounded westerly by said Tunk Hill Road a distance of seventy five and 04/100 (75.04) feet to the northwesterly corner of the parcel herein described; thence turning and running

57
S 77°10'43" E Bounded northerly by said remaining land of the City of Providence Water Supply Board a distance of three hundred six and 10/100 (306.10) feet to a Granite Bound at the northeasterly corner of the parcel herein described; thence S 12°44'50"E bounded easterly by remaining City of Providence Water Supply Board land a distance of two hundred ninety nine and 79/100 feet (299.79) to a Granite bound at the southeasterly corner of the parcel herein described; thence N 74°55'10" W along a stone wall bounded southerly by land now or lately of E. Russell Greene, et ux a distance of one hundred sixty two (162) feet to an angle in the wall; thence N 79°53'05" W along said wall bounded southerly by said Greene land a distance of one hundred thirty six and 95/100 (136.95) feet to the point and place of beginning.

Containing by estimation 2.051 Acres, more or less.

Being the same premises shown on the Topographic Plan of Proposed Site for Potterville Fire Station Scituate, R. I. October, 1977 by Bibeault and Florentz Engineering Co. Civil Engineers and Land Surveyors, 99 Main Street, Woonsocket, R. I., a copy of which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, with all the rights and privileges thereof unto the said Lessee, its successors and assigns for and during a term of fifty (50) years from the _____ day of November A.D., 1977, they yielding and paying therefor as a yearly rent, the sum of one (1) dollar, and an additional sum equal to the taxes which may be assessed thereon annually or otherwise by the Town of Scituate or other governmental body, the same to be paid within one (1) month of the assessment of said tax.

Provided always, and this lease is made upon the following express conditions:

1. That the said Lessee during the continuance of this lease, shall use and occupy the aforescribed premises for its corporate uses and purposes and for no other purpose whatsoever.

2. That the Lessee shall observe and abide by all statutes, laws, ordinances, rules and regulations which are now in force, or which may be hereafter enacted with respect to such occupancy;

3. That the Lessee shall not use or suffer said premises, or any part thereof, to be used or occupied for any unlawful business or any unlawful purposes whatsoever. And it will preserve the peace and maintain good order on said premises at all times that it will not assign, underlet or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor, acting by and through its Water Supply Board;

4. That any buildings or other improvements now or hereafter erected on said premises are to be held at the sole risk of the said Lessee, its successors and assigns;

5. That the Lessee shall not use the aforescribed premises or any improvements which may be erected thereon in such manner as to cause any pollution of the water supply controlled and furnished by the Lessor;

6. That the Lessor shall have the right at all times to enter upon the premises herein demised and to make such inspection as it deems desirable for any purpose whatsoever, the Lessee hereby covenanting that it will not interfere or restrict any such entry by the Lessor, but will cooperate in making the premises available for any such inspection;

7. That upon any violation of any of the foregoing conditions, the said Lessor, by any agent duly authorized, shall be at liberty to terminate this lease, and may thereupon lawfully, immediately or at any time thereafter, and without notice or demand, enter into and upon said premises and respossess the same as of their former estate.

8. It is understood and agreed by and between the parties hereto that the Lessee shall within sixty (60) days from and after the expiration or other termination of this lease, remove any and all buildings, structures and other improvements now or hereafter erected on said premises by said Lessee. And if the same shall not be removed, the said buildings and improvements shall at the option of the Lessor become its sole and lawful property, or the said Lessor may remove the same at the expense of the Lessee, which shall be liable to the lessor for all cost incurred by the Lessor in the removal of the buildings and improvements.

9. It is further understood and agreed by and between the parties hereto that all buildings and improvements erected or placed upon said land are and shall be pledged for the payment of all rents accruing or owing under this lease.

IN TESTIMONY WHEREOF, said City of Providence has caused these presents to be executed and its corporate seal to be hereunto affixed by Vincent A. Cianci, Jr., its Mayor, thereunto duly authorized by City Council Resolution No _____, approved November ____, 1977; and said Town of Scituate, a Municipal Corporation, has caused these presents to be executed and its seal to be hereunto affixed by its officers, thereunto duly authorized by vote of said Scituate Town Council at a regular meeting on November 10, 1977.

Signed and sealed in
Presence of:

CITY OF PROVIDENCE
by:

Mayor

TOWN OF SCITUATE
by:

Council President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence, on the ____ day of November, A.D., 1977, then personally appeared before me the above named VINCENT A. CIANCI, JR., Mayor of the City of Providence, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed in the name and on behalf of said City of Providence to be his free act and deed and the free act and deed of said City of Providence.

Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Scituate, on the _____ day of November A.D., 1977, then personally appeared before me the above named THOMAS R. YEAW, Council President of the Town of Scituate, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed in the name and on behalf of said Town of Scituate to be his free act and deed and the free act and deed of said Town of Scituate.

Notary Public

L E A S E

CITY OF PROVIDENCE, LESSOR

TOWN OF SCITUATE, LESSEE

Dated: _____

William J. McGair, Esq.
1212 Industrial Bank Building
Providence, Rhode Island
751-1500