

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 517

Approved September 9, 1981

RESOLVED, That His Honor the Mayor is hereby authorized to execute a lease to St. Adalbert's Church, 866 Atwells Avenue, Providence, Rhode Island, 02909, of the land and buildings located along Chaffee Street for a period of Ninety-Nine (99) Years at an annual rental of One Dollar (\$1.00); the Lessee to make all repairs, both exterior and interior and said lease being under such terms and conditions as may be provided for by His Honor the Mayor and the City Solicitor, and

BE IT FURTHER RESOLVED, That Resolution No. 662, approved December 21, 1962, is hereby rescinded.

IN CITY COUNCIL

SEP 3 1981
READ AND PASSED

Ralph J. Lipp PRES.
Rose M. Mendonca CLERK

APPROVED
James A. Cannon
MAYOR

SEP - 9 1981

THE COMMITTEE ON
CITY PROPERTY

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk

August 18, 1981

LEASE

THIS INDENTURE OF LEASE made this 21st day of October, 1981, by and between the CITY OF PROVIDENCE, a municipal corporation, in the County of Providence, State of Rhode Island, hereinafter referred to as the "LESSOR", and SAINT ADALBERT'S CHURCH, a non-business Rhode Island corporation, hereinafter referred to as the "LESSEE";

W I T N E S S E T H:

The Lessor, in consideration of the rents and charges hereinafter reserved, doth hereby grant, demise and lease unto the Lessee, for the purpose of conducting a parochial school, subject to the conditions, reservations and covenants hereinafter specified:-

That certain tract or parcel of land with the brick building located thereon and formerly used as a police station by the Providence Police Department, said premises being located at the northwesterly corner of Capron and Chaffee Streets in the City of Providence, containing approximately 10,157 square feet of land and defined by the letters A-B-C-D-E-F-A on that certain accompanying plat entitled "Providence, R.I., City Engineer's Office, City Property Dept., December 19, 1962, 062354."

TO HAVE AND TO HOLD said premises for a term of NINTY-NINE (99) years, to begin on the 1st day of October, A.D. 1981 and to end on the 30th day of September, A.D. 2080, at an annual rental of ONE (\$1) DOLLARS, which the Lessee agrees to pay to the Lessor, in advance, on the first business day of February in each year during said term, at the office of the City Collector of the City of Providence, the first payment, however, to be made on the date of the execution of this instrument.

Said lease shall be renewable from year to year on the same terms and conditions as hereinafter set forth, unless either party shall give notice to the other of the termination of said lease at least ninety (90) days prior to the end of the then, current year of the lease.

In consideration of the payment of said rents and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessor hereby covenants to and with the Lessee as follows:

(1) That the Lessee, paying rent and charges hereby reserved and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor, except as herein provided.

(2) A. The Lessor covenants that it is the owner in fee simple of the premises herein demised, and that it has full authority to lease the same to the Lessee for the term aforesaid.

B. The Lessor further covenants and agrees that it will permit the Lessee to make such alterations, additions and improvements to the demised premises as may receive the prior approval of the Superintendent of Public Buildings of the City of Providence.

(3) The Lessee hereby covenants and agrees with the Lessor as follows:

a. That it will pay to the Lessor the said specified rent at the times and in the manner herein provided;

b. It is further understood and agreed by and between the parties hereto that all additions and improvements erected or placed by the Lessee are and shall be pledged for the payments of all rents and sums of money accruing or owing under this lease. And at any time after default in the payment of any rent or sum of money accruing or owing under this lease, and such default shall have continued for the space of thirty (30) days, from and after written notice as hereinafter provided is served upon the Lessee, it shall be lawful for the Lessor to enforce said pledge by selling the additions and improvements, or any of them on said leased premises at public auction, first

giving notice once a week at least for three (3) successive weeks of the time and place of such sale by advertisement in some newspaper published in the City of Providence and in its or their own name or names, or as the attorney or attorneys of the Lessee, (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers thereof good and sufficient transfers or bills of sale thereof; and to receive the proceeds of such sale or sales, and from such proceeds to retain the amount of rent then due from the Lessee and all other sums of money accruing or owing under this Lease, together with the expenses incident to such sale or sales, rendering and paying the surplus of said proceeds, if any there be, to the Lessee;

c. That in case of any failure on the part of the Lessee to pay said rent and charges at the times and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for thirty (30) days after notice in writing by the Lessor to the Lessee, the Lessor, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon and take immediate and full possession of said premises and repossess the same as of its former estate, without prejudice to its right to recover full rent and charges for the time for which the Lessee has been in possession, and any damages which the Lessor may have suffered by reason of any breach of the terms or conditions of this lease on the part of the Lessee; Provided, that in case the default upon which any notice shall be predicated is in the payment of any rent or other money charge reserved hereunder, the Lessee shall have the right to cure any default before actual possession is taken by the Lessor or actual sale of property pledged to secure

the payment of the amount of rent hereunder. Such default may be cured by the payment of the amount of rent due with interest and any costs or expenses which the Lessor shall have been put to on account of any such default.

d. That it will quit and surrender the demised premises at the end of the term aforesaid, and extensions thereof in as good a state and condition as received, reasonable wear and tear excepted; provided, however, that any fixtures, equipment or improvements which may be placed in or upon the demised premises by the Lessee shall remain its property. And it shall have the right to remove the same at any time during the term hereof, or within thirty (30) days after the expiration of this lease or any extension thereof, leaving the premises in good repair and condition, reasonable wear and tear excepted.

e. That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises, with respect to the manner in which it uses the same.

f. That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance.

g. That it will not assign this lease nor sublet the whole or any part of said premises, except with the approval of the Lessor acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises, and, in all cases, with the approval of the Mayor.

h. That it will pay during the term of said Lease all charges against the demised premises for water used by the Lessee.

i. That it will make all exterior and interior repairs and replacements that are necessary to keep the demised premises in good, tenantable and usable condition.

j. That the LESSEE shall indemnify and hold harmless the LESSOR by reason of any loss or damages to the demised premises, resulting from the actions or negligence of the LESSEE;

k. That the LESSEE will procure and maintain with reputable insurance company or companies, a policy or policies of insurance in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for injuries to one person; THREE HUNDRED THOUSAND (\$300,000) DOLLARS for injuries to more than one person, and for the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for property damage, such policy or policies insuring both the LESSEE and the LESSOR from liability imposed by law upon the LESSOR or LESSEE or both, for any damages suffered by any other person or persons for injuries to its or their person or persons or property in and about the demised premises; the LESSEE shall also procure insurance in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS against damages caused by fire;

l. The LESSEE will permit the LESSOR, its agents and servants, at all reasonable times to enter and inspect said premises and the buildings and improvements thereon and their contents.

m. Failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this LEASE, or to exercise any option or election of the LESSOR therein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, condition, option or election, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent with knowledge of the breach of any covenant, term or condition hereof by the LESSEE shall not be deemed to be a waiver of such breach, and no waiver by the LESSOR of any covenant, term, condition or other provision of this LEASE or of the breach thereof, shall be deemed to have been made by the LESSOR, unless expressly acknowledged in writing by the LESSOR over its signature

(4) The Lessee and Lessor mutually covenant and agree as follows:

a. That, in case at any time during the continuance of this lease, the premises herein demised are taken or required for public or municipal purposes by the Lessor or by the State or Federal Government, then and in that event, the Lessor may terminate this lease by written notice given to the Lessee ninety (90) days prior to the termination date specified in said written notice.

In the event of such termination, the Lessee shall and will at the termination date specified, peaceably yield up to the Lessor the premises aforesaid, and, prior to said termination date, or within thirty (30) days thereafter, said Lessee, at its own expense, will remove all buildings, structures or other improvements erected by it in or over said demised premises, and any such buildings or improvements not so removed shall, at the option of the Lessor, be and become its sole property.

Provided, however, that if the Lessor notifies the Lessee to remove said buildings or improvements, and the Lessee fails and neglects to so remove them, then the Lessor, upon notice to the Lessee, may proceed to do so and said Lessee shall be liable to the Lessor for the expenses and charges incurred in the work of removal; and provided further, that in the event of such termination, the Lessee shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land, or the taking of the buildings or improvements on the premises because of failure of the Lessee to remove the same.

b. That the provisions of this lease shall bind and shall enure to the benefits of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused

RESOLUTION OF THE CITY COUNCIL

No. 517

Approved September 9, 1981

RESOLVED, That His Honor the Mayor is hereby authorized to execute a lease to St. Adalbert's Church, 866 Atwells Avenue, Providence, Rhode Island, 02909, of the land and buildings located along Chaffee Street for a period of Ninety-Nine (99) Years at an annual rental of One Dollar (\$1.00); the Lessee to make all repairs, both exterior and interior and said lease being under such terms and conditions as may be provided for by His Honor the Mayor and the City Solicitor, and

BE IT FURTHER RESOLVED, That Resolution No. 662, approved December 21, 1962, is hereby rescinded.

IN CITY COUNCIL

SEP 3 1981
READ AND PASSED

[Signature] PRES.

[Signature]

APPROVED
[Signature]
MAYOR

SEP 9 1981

A. True Copy,
Attest:

[Signature]

Rose M. Mendonca,
City Clerk.

September 21, 1981

Rev. Frederick V. Slota
St. Adalbert's Church
866 Atwells Avenue
Providence, RI 02909

Dear Rev. Slota:

Enclosed is a certified copy of Resolution No. 517,
approved September 9, 1981, the same being-self explanatory.

Will you kindly communicate with the City Solicitor's
Office so that the lease agreement for said land could be
executed.

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/jma
Enclosure

St. Adalbert's Rectory

866 ATWELLS AVENUE PROVIDENCE, R. I. 02909

Telephone: 351-9306

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23
27 34
28

May 22, 1980

Honorable Harry A. Buddy Johnson
Chairman of the Committee on City Property
C/O Rose M. Mendonca, City Clerk
Providence City Hall
Providence, Rhode Island

Dear Councilman Johnson:

Thank you very much for your letter of December 20, 1979. We regret that our request for an extension to our lease on property located on Chaffee and Capron Streets was regarded as premature. Dr. Patrick T. Conley suggested that a representative from our parish speak to you. On behalf of our parish I wish to thank you for speaking to Joseph A. Chrostowski and for explaining the proper procedures to be followed.

St. Adalbert's Parish is requesting a 99-year lease on the Chaffee-Capron Streets property which serve as our parish school. We are requesting this extension now even though the present lease does not expire until 1983 so that we may continue to make long range plans concerning the operation of our parish school. With a 99-year lease, the parish council, parish school board, and the faculty will be able to comfortably formulate future plans for the education of our school children.

Mr. Chrostowski has informed me that your best advice is to ask for a cancellation of the present lease and to have a new lease with the same terms drawn up for 99 years. Therefore, on behalf of St. Adalbert's parish, I would like to request that the city Property Committee cancel our present lease and consider granting us a 99-year lease.

The 99-year lease will calm many anxieties that the administrators of our parish school have as the present lease comes to termination.

upules

Honorable Harry A. Buddy Johnson
Page Two
May 22, 1980

Thank you very much Councilman for all your assistance. We hope that our request will be favorably regarded and that the cancellation of the old lease and the signing of the new lease be executed on the same day.

The parish eagerly awaits your response and appreciates all your assistance.

Sincerely yours,

Rev. Frederick V. Slota

Rev. Frederick V. Slota
Pastor

rmr

COMMITTEE ON

PROVIDENCE B.T.
DEPT. OF CULTURE

MAY 23 1980

FILED

MAY 27 9 44 AM '80

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

THE COMMITTEE ON
CITY PROPERTY

Recommends *Be Continued*

Rose M. Mendonca
Clerk

1/20/81

THE COMMITTEE ON

CITY PROPERTY

Recommends *Approval*

Rose M. Mendonca
Clerk

Aug 18, 1981

JAR:RAF

Law Dept

THIS INDENTURE OF LEASE made this *1st* day of *September* 1979, by and between the CITY OF PROVIDENCE, a municipal corporation, in the County of Providence, State of Rhode Island, hereinafter referred to as the "LESSOR", and SAINT ADALBERT'S CHURCH, a non-business Rhode Island corporation, hereinafter referred to as the "LESSEE";

W I T N E S S E T H:

The Lessor, in consideration of the rents and charges hereinafter reserved, doth hereby grant, demise and lease unto the Lessee, for the purpose of conducting a parochial school, subject to the conditions, reservations and covenants hereinafter specified:-

That certain tract or parcel of land with the brick building located thereon and formerly used as a police station by the Providence Police Department, said premises being located at the northwesterly corner of Capron and Chaffee Streets in the City of Providence, containing approximately 10,157 square feet of land and defined by the letters A-B-C-D-E-F-A on that certain accompanying plat entitled "Providence, R.I., City Engineer's Office, City Property Dept., December 19, 1962, 062354."

TO HAVE AND TO HOLD said premises for a term of TWENTY (20) years, to begin on the 1st day of February, A.D. 1963 and to end on the 31st day of January, A.D. 1983, at an annual rental of ONE (\$1) DOLLARS, which the Lessee agrees to pay to the Lessor, in advance, on the first business day of February in each year during said term, at the office of the City Collector of the City of Providence, the first payment, however, to be made on the date of the execution of this instrument.

Said lease shall be renewable from year to year on the same terms and conditions as hereinafter set forth, unless either party shall give notice to the other of the termination of said lease at least ninety (90) days prior to the end of the then current year of the lease.

In consideration of the payment of said rents and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessor hereby covenants to and with the Lessee as follows:

(1) That the Lessee, paying the rent and charges hereby reserved and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor, except as herein provided.

(2) A. The Lessor covenants that it is the owner in fee simple of the premises herein demised, and that it has full authority to lease the same to the Lessee for the term aforesaid.

B. The Lessor further covenants and agrees that it will permit the Lessee to make such alterations, additions and improvements to the demised premises as may receive the prior approval of the Superintendent of Public Buildings of the City of Providence.

(3) The Lessee hereby covenants and agrees with the Lessor as follows:

a. That it will pay to the Lessor the said specified rent at the times and in the manner herein provided;

b. It is further understood and agreed by and between the parties hereto that all additions and improvements erected or placed by the Lessee are and shall be pledged for the payments of all rents and sums of money accruing or owing under this lease. And at any time after default in the payment of any rent or sum of money accruing or owing under this lease, and such default shall have continued for the space of thirty (30) days, from and after written notice as hereinafter provided is served upon the Lessee, it shall be lawful for the Lessor to enforce said pledge by selling the additions and improvements, or any of them on said leased premises at public auction, first

giving notice once a week at least for three (3) successive weeks of the time and place of such sale by advertisement in some newspaper published in the City of Providence and in its or their own name or names, or as the attorney or attorneys of the Lessee, (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers thereof good and sufficient transfers or bills of sale thereof; and to receive the proceeds of such sale or sales, and from such proceeds to retain the amount of rent then due from the Lessee and all other sums of money accruing or owing under this lease, together with the expenses incident to such sale or sales, rendering and paying the surplus of said proceeds, if any there be, to the Lessee;

c. That in case of any failure on the part of the Lessee to pay said rent and charges at the times and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for thirty (30) days after notice in writing by the Lessor to the Lessee, the Lessor, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon and take immediate and full possession of said premises and repossess the same as of its former estate, without prejudice to its right to recover full rent and charges for the time for which the Lessee has been in possession, and any damages which the Lessor may have suffered by reason of any breach of the terms or conditions of this lease on the part of the Lessee: Provided, that in case the default upon which any notice shall be predicated is in the payment of any rent or other money charge reserved hereunder, the Lessee shall have the right to cure any default before actual possession is taken by the Lessor or actual sale of property pledged to secure the

the payment of the amount of rent hereunder. Such default may be cured by the payment of the amount of rent due with interest and any costs or expenses which the Lessor shall have been put to on account of any such default.

d. That it will quit and surrender the demised premises at the end of the term aforesaid, and extensions thereof in as good a state and condition as received, reasonable wear and tear and damage by fire or by the elements or other causes not within its control excepted; provided, however, that any fixtures, equipment or improvements which may be placed in or upon the demised premises by the Lessee shall remain its property. And it shall have the right to remove the same at any time during the term hereof, or within thirty (30) days after the expiration of this lease or any extension thereof, leaving the premises in good repair and condition, reasonable wear and tear excepted.

e. That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises, with respect to the manner in which it uses the same.

f. That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance.

g. That it will not assign this lease nor sublet the whole or any part of said premises, except with the approval of the Lessor acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises, and, in all cases, with the approval of the Mayor.

h. That it will pay during the term of said lease all charges against the demised premises for water used by the Lessee.

i. That it will make all exterior and interior repairs and replacements that are necessary to keep the demised premises in good, tenantable and usable condition.

(4) The Lessee and Lessor mutually covenant and agree as follows:

a. That, in case at any time during the continuance of this lease, the premises herein demised are taken or required for public or municipal purposes by the Lessor or by the State or Federal Government, then and in that event, the Lessor may terminate this lease by written notice given to the Lessee ninety (90) days prior to the termination date specified in said written notice.

In the event of such termination, the Lessee shall and will at the termination date specified, peaceably yield up to the Lessor the premises aforesaid, and, prior to said termination date, or within thirty (30) days thereafter, said Lessee, at its own expense, will remove all buildings, structures or other improvements erected by it in or over said demised premises, and any such buildings or improvements not so removed shall, at the option of the Lessor, be and become its sole property.

Provided, however, that if the Lessor notifies the Lessee to remove said buildings or improvements, and the Lessee fails and neglects to so remove them, then the Lessor, upon notice to the Lessee, may proceed to do so and said Lessee shall be liable to the Lessor for the expenses and charges incurred in the work of removal; and provided further, that in the event of such termination, the Lessee shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land, or the taking of the buildings or improvements on the premises because of failure of the Lessee to remove the same.

b. That the provisions of this lease shall bind and shall enure to the benefits of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused

these presents to be executed in duplicate, and its corporate seal to be hereunto affixed by VINCENT A. CIANCI, JR., its Mayor, duly authorized by vote of its City Council, and said SAINT ADALBERT'S CHURCH, has caused these presents to be executed by Rev. Frederick V. Slota, duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Joseph A. Potella

CITY OF PROVIDENCE

By Vincent A. Cianci, Jr.

SAINT ADALBERT'S CHURCH

By Rev. Frederick V. Slota

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 1st day of September, 1979, then personally appeared before me the above-named VINCENT A. CIANCI, JR., Mayor, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged the said instrument by him executed, in behalf of the City of Providence, to be his free and voluntary act and deed and the free and voluntary act and deed of said City.

Joseph A. Potella
NOTARY PUBLIC
Notary Public

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 1st day of September, 1979, then personally appeared before me the above-named Rev. Frederick V. Slota of SAINT ADALBERT'S CHURCH, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged the said instrument by him executed, in behalf of SAINT ADALBERT'S CHURCH, to be his free and voluntary act and deed and the free and voluntary act and deed of said SAINT ADALBERT'S CHURCH.

Stanley R. Belknap
NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

Donald J. Glatz
CITY SOLICITOR

RESOLUTION OF THE CITY COUNCIL

No. 662

Approved December 21, 1962

Resolved,

That

His Honor the Mayor be and hereby is authorized to execute a lease to Reverend B.S. Rosiak of the land and buildings on Chaffee Street formerly used as a police station by the Providence Police, including the land and garage. Said lease to be for a period of twenty (20) years at an annual rental of One (\$1) Dollar; the Lessee to make all repairs, both exterior and interior, and said lease to be renewable on such terms and conditions as may be provided for in said lease, subject to the approval of His Honor the Mayor and the City Solicitor.

APPROVED

DEC 21 1962

IN CITY COUNCIL

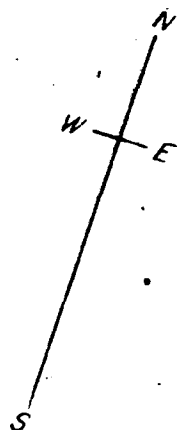
DEC 20 1962

READ and PASSED

President

Clerk

MAYOR



062354

December 19, 1962

390

Hymon B. Stone

98.77'

99°-36'-10"

ST.

CAPRON

392

10,157

City of Providence

538
Gennaro Del Fiore & w.f.
Adeline

Cosimir
Pulaski
34
Veteran's
Home

Hymon B. Stone & w.f. Goldie

CHAFFEE

ST.

Lot Numbers From Assessor's Plot 62.

Proposed Lease (ABCDEFA) = 10,157 Sq. Ft.

Proposed Lease (ABCDEFA)

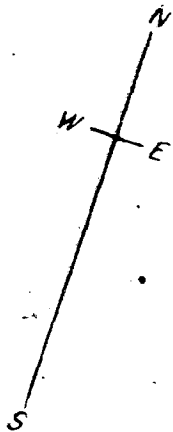
Shaded Area to Rev. B. S. Rosiak

Toppi
1" = 20'

RJA

12-19-62

Robert B. Strong



062354

December 19, 1962

390

Hymon B. Stone

98.77'

99°-36'-10"

ST.

CAPRON

E
396
20.00'
106°-58'-33"
13.37'
D
Casimir
Pulaski
34
Veterans
Home
Hymon B. Stone
& w/f Goldie

538
Gennaro DelFio
Adeline

392
10,157

City of Providence

B
80°-55'-10"

80°-12'-30"

CHAFFEE ST.

Lot Numbers From Assessor's Plot 62.
Proposed Lease (ABCDEFA) = 10,157 Sq. Ft.

Proposed Lease(ABCDEFA)
Shaded Area to Rev. B. S. Rosiak
Toppi
1" = 20'
RJR
12-19-62
Robert B. Strong
CITY ENGINEER