



RESOLUTION OF THE CITY COUNCIL

No. 368


Approved September 26, 2024

RESOLVED, That His Honor, the Mayor, is hereby authorized to grant a non-exclusive license for a period of forty-nine (49) years to Saint Ann's Catholic Church of Providence ("Licensee"), for that certain parcel of real property with all improvements thereon, located at 578 Charles Street (Assessor's Plat 071, Lot 600) for consideration of \$10.00 (ten dollars). Said license shall require Licensee, for the full duration of the license, to provide all necessary maintenance to the property and keep the same in as good or better condition as when the license commenced, and further, that the City of Providence may terminate the license upon fifty (50) days' notice. Said license shall be approved as to form and correctness by the City Solicitor.

IN CITY COUNCIL
SEP 19 2024
READ AND PASSED


RACHEL W. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.


Mayor
Date: 9/26/24

LICENSE AGREEMENT

(578 CHARLES STREET)

BETWEEN

SAINT ANN'S CATHOLIC CHURCH OF PROVIDENCE

AND

THE CITY OF PROVIDENCE

DATED: _____, 2024

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2024, by and between THE CITY OF PROVIDENCE, a municipal corporation (hereinafter referred to as the "City"), and SAINT ANN'S CATHOLIC CHURCH OF PROVIDENCE, 2 Russo Street, Providence, Rhode Island 02904 (hereinafter, the "Licensee").

WITNESSETH

WHEREAS, the City is the tenant of real property located at 578 Charles Street in the City of Providence, State of Rhode Island (Assessor's Plat 071, Lot 600) pursuant to the terms of a Master Lease Agreement by and among the Providence Public Buildings Authority and the City dated as of December 1, 2001, as amended; said real property is more particularly identified in **Exhibit A attached hereto and by this reference incorporated fully herein (hereinafter the "Property")**; and

WHEREAS, the Licensee seeks to maintain and improve the Property for the benefit of the parishioners of the Licensee and the citizens of the City of Providence, Rhode Island; and

WHEREAS, the licensing of the Property from the City to the Licensee will be of financial interest and benefit to the parish community of the Licensee and the citizens of the City of Providence, Rhode Island; and

WHEREAS, the Master Lease Agreement by and among the Providence Public Buildings Authority and the City permits the City to license the Property to other parties.

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and the Licensee agree as follows:

1. GRANT OF LICENSE. The City hereby grants to the Licensee a non-exclusive license to occupy and use the Property for the specific purpose of benefiting the parish community of the Licensee and the citizens of the City of Providence, Rhode Island and any and all purposes necessary and incidental thereto. It is understood and agreed by the Licensee that this Agreement creates a license only and not any interest or estate of any kind or extent in the Property and the Licensee hereby expressly agrees not to claim any such interest or estate in the Property.

2. LICENSE TERM. The Property shall be occupied and used by the Licensee solely for the purpose of benefiting the parish community of the Licensee and the citizens of the City of Providence, Rhode Island, commencing on the date of execution of this Agreement and ending forty-nine (49) years thereafter, i.e. at midnight on _____, 2073. The Licensee may enter the Property at any time during the term of the License for the purpose of carrying out such activities as are necessary for the purpose of this License.

3. CONSIDERATION FOR LICENSE. The Licensee, as consideration for the above-described license, shall pay to the City ten dollars (\$10.00).

4. LICENSE REVOCABLE. The Licensee acknowledges and agrees that this License is revocable by the City without cause upon fifty (50) days' prior written notice. On the last day of such notice period, Licensee shall peaceably surrender the Premises to the City in as-good or better condition as when this Agreement commenced, reasonable wear and tear excepted.

5. MAINTENANCE AND COVENANT AGAINST WASTE. The Licensee covenants not to do or suffer or permit to exist any waste, damage, disfigurement or injury to, or public or private nuisance, upon the Property. Licensee shall maintain the Property in as good or better condition as when this Agreement commenced, and at all times shall provide all necessary landscaping and maintenance, including ice and snow removal.

6. INSURANCE. The Licensee shall maintain, at its expense throughout the term of this License, a policy of commercial general liability insurance, against all claims in connection with Licensee's use or occupancy of the Property; and shall maintain at its expense "all risk" property insurance insuring against loss of any property of the Licensee in the amount of the full replacement value thereof. Such policies shall have limits of liability of not less than \$1,000,000 for personal injury or death of any one person, not less than \$1,000,000 for any one incident, and not less than \$500,000 for property damage. The Licensee shall also maintain at its expense through the term of this License workmen's compensation insurance affording statutory coverage and containing statutory limits.

The Licensee shall furnish the City a certificate evidencing such insurance. Such insurance policy shall name the City and the Providence Public Buildings Authority as additional insureds and provide at least thirty (30) days' prior cancellation notice to the City and the Authority.

7. INDEMNIFICATION. The Licensee shall indemnify, defend, and hold the City harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Property when such injury or damage shall be caused in part or in whole by the act, neglect, fault, or omission of any duty with respect to the same by the Licensee, its agents, employees, or invitees.

8. NOTICES. All notices and communications required to be sent pursuant to the terms of this agreement shall be sent by registered or certified mail, return receipt requested, as follows:

To the City:	City of Providence 25 Dorrance Street Providence, RI 02903 Attn: Director of Administration
With a copy to:	City Solicitor 444 Westminster Street, Ste 220 Providence, RI 02903
To the Licensee:	Saint Ann's Catholic Church of Providence

2 Russo Street
Providence, RI 02904
Attn: Pastor Nolasco Tamayo

9. COMPLETENESS OF AGREEMENT; GOVERNING LAW. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those set forth herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding of the parties. This agreement may not be modified orally but only by a written instrument of equal formality signed by the duly authorized officers of the respective parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. CAPTIONS. The section headings herein are for convenience of reference only and shall not limit or otherwise effect the meaning hereof.

11. ASSIGNMENT. The Licensee shall not assign its rights under this Agreement without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.

12. ALTERATIONS. Licensee may make alterations, changes and improvements to the Premises only with the express written permission of the City.

13. UTILITIES. Licensee may contract in its own name with utility companies for the provision of utilities to the Premises, including electrical, water, sewer, and telephone service, and Licensee shall bear the costs thereof throughout the term of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be executed on the date written in the Preamble.

[SIGNATURES ON NEXT PAGE.]

CITY OF PROVIDENCE

BY: _____
Brett Smiley, Mayor

FOR THE PROVIDENCE PUBLIC BUILDINGS
AUTHORITY:

Ronald A. Crosson, II

Approved as to form and correctness:

Jeff Dana, City Solicitor

SAINT ANN’S CATHOLIC CHURCH OF
PROVIDENCE

BY: _____
Nolasco Tamayo, Pastor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

I hereby certify that before me personally appeared Nolasco Tamayo, whose name as the Pastor of Saint Ann’s Catholic Church of Providence is signed to the foregoing License Agreement and who is known to me and known by me to be such officer, and he acknowledged before me on this day under oath, that, being informed of the contents of said License Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of Saint Ann’s Church.

Given under my hand and seal of office this ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

EXHIBIT A

Description of Licensed Land

ASSESSOR'S PLAT 71, LOT 60

[LEGAL DESCRIPTION TO BE SUPPLIED]