

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 442

Approved October 3, 1969

RESOLVED, That pursuant to the provisions of Title 45, Chapter 32, Section 25 of the General Laws of Rhode Island, 1956, the City of Providence hereby consents to the acquisition by the Providence Redevelopment Agency by eminent domain proceedings in connection with the Mount Hope Project No. R. I. R-18 of the fee to and/or all of the estate or interest of the City of Providence in the following described lots or parcels of land with all buildings or improvements thereon:

<u>ASSESSOR'S PLAT</u>	<u>LOT</u>
5	16
5	190
5	477
5	358
5	265
5	198
5	247
5	458
5	459
5	460
5	461
5	163
5	445
5	496
8	25
8	199
8	186
8	198
8	313
8	302

This Resolution shall take effect upon its passage.

A true copy,
Attest :

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

Samuel P. Boyle
President
Wesley C. ...
Clerk

APPROVED

OCT 3 1969


Joseph A. ...
MAYOR

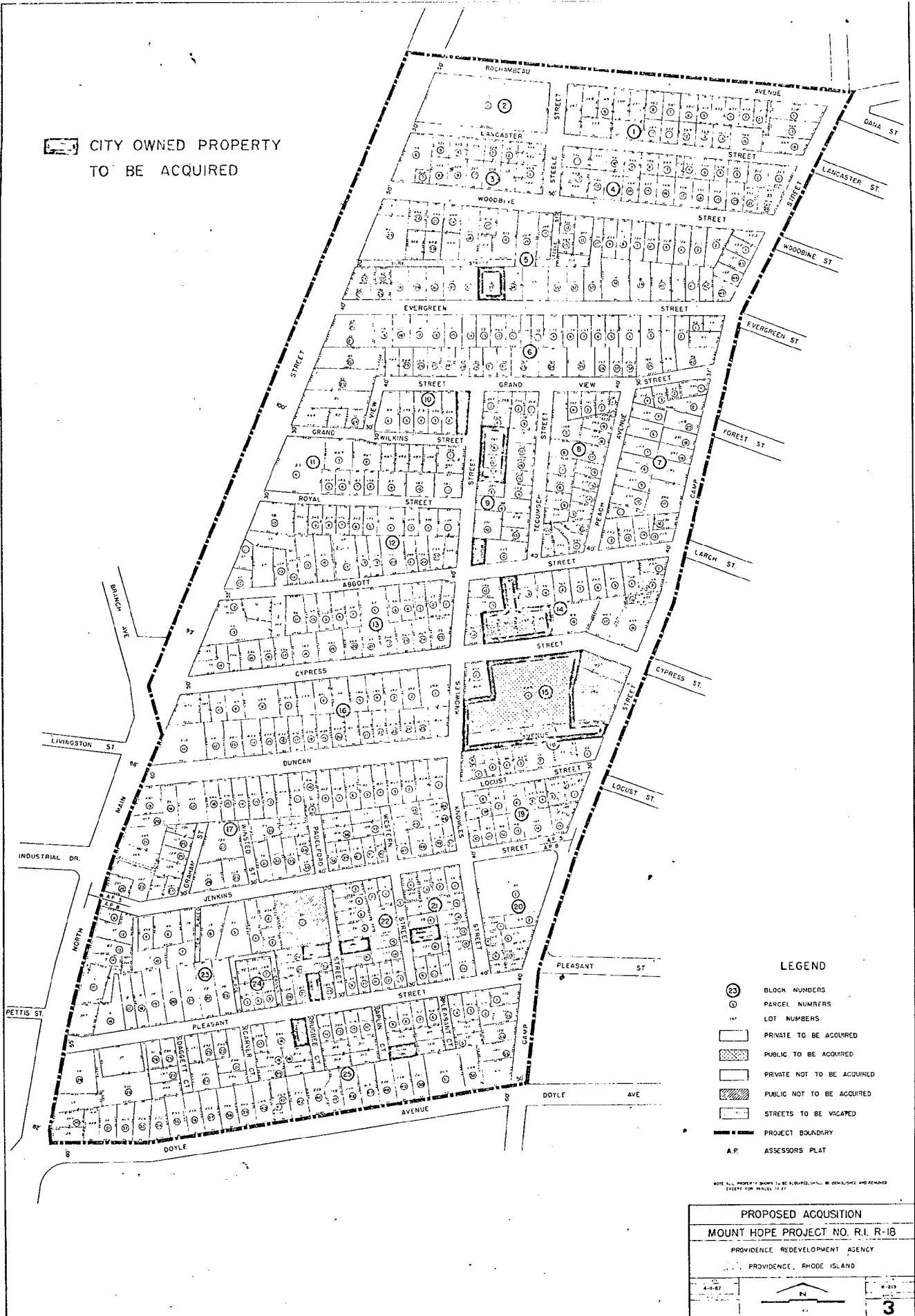
Counselman Mc Hally and Counselman Parsons, by request

RECEIVED

SEP 26 11 44 AM '80

DEPT. OF JUSTICE
PROVIDENCE, R.I.

 CITY OWNED PROPERTY
TO BE ACQUIRED



RESOLUTION OF THE CITY COUNCIL

No. 443

Approved October 3, 1969

WHEREAS, there are presently located in the City of Providence certain structures which are in a dilapidated and deteriorated condition; and

WHEREAS, the City of Providence is vitally interested in the preservation and rehabilitation of neighborhoods throughout the City; and

WHEREAS, the demolition of certain of these structures will serve to promote the preservation and rehabilitation of these neighborhoods; and

WHEREAS, the owners of certain of these dilapidated and deteriorated structures are willing to convey title to these structures and to the land upon which they are located to the City of Providence without cost to the City; and

WHEREAS, by the acceptance of these deeds, the City of Providence will be enabled to demolish these structures with funds previously appropriated,

NOW, THEREFORE, BE IT RESOLVED, That the City of Providence hereby accepts deed in fee simple to the land and buildings hereinafter described from the owners thereof:

That certain tract or parcel of land with all buildings and other improvements thereon, situated at the southwesterly corner of Pine Street and Summer Street in the City of Providence, Rhode Island, and comprising the northwesterly portion of lot No. 48 on that plat entitled "Map of Daniel Fields Land by M. B. Lockwood, Providence, May 6, 1842", which plat is recorded in the office of the Recorder of Deeds in said Providence on Plat Card 20; also on that plat entitled "Plan of the Daniel and Edward Field Land from surveys and copies by J. Howe, October 1864", which plat is recorded in the office of the Recorder of Deeds in said Providence on Plat Card 174.

Said lot bounds northwesterly on Pine Street on which it measures thirty (30) feet and holding that width back southeasterly about seventy-one and 30/100 (71.30) feet, more or less; therefrom bounding northwesterly on said Summer Street; southeasterly on land now or formerly of Elizabeth V. Mozralous and southwesterly on land now or formerly of Louise Minkema, wife of Henry A. Minkema.

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

James H. Boyle
President
William A. Decker
Clerk

APPROVED

OCT 3 1969

Joseph A. Parley
Mayor

RESOLUTION CONVEYING TITLE TO
THE CITY OF PROVIDENCE OF A
CERTAIN DETERIORATED STRUCTURE
LOCATED ON SOUTHWESTERLY CORNER
OF PINE STREET AND SUMMER STREET,
IN THE CITY OF PROVIDENCE, R.I.

DEPT. OF PUBLIC WORKS
PROVIDENCE, R.I.

SEP 26 3 43 PM '69

FILE

Councilman Mr. Mully and Councilman Davidson, by request

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 444

Approved October 3, 1969

RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF A PROPOSED CONTRACT FOR A NEIGHBORHOOD FACILITIES GRANT PROJECT UNDER SECTION 703 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1965, AS AMENDED, NUMBERED CONTRACT NO. R.I. N-1(G), BY AND BETWEEN THE CITY OF PROVIDENCE AND THE UNITED STATES OF AMERICA

WHEREAS, the United States of America (herein called the "Government") has tendered to the City of Providence (herein called the "Grantee") a proposed Contract for a Neighborhood Facilities Grant Project under Section 703 of the Housing and Urban Development Act of 1965, as amended, under which the Government would make an advance of Federal funds to the Grantee with respect to the Project designated Project No. R.I. N-1 at the location described in such proposed Contract; and

WHEREAS, the Grantee has given due consideration to said proposed Contract;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROVIDENCE, RHODE ISLAND AS FOLLOWS:

Section 1. The proposed Contract for Neighborhood Facilities Grant under Section 703 of the Housing and Urban Development Act of 1965, as amended, designated Contract No. R.I. N-1(G), consisting of Parts 1 and 2, under and subject to the terms and conditions of which the Government would make a grant of Federal funds to the Grantee to aid in financing the cost of the project designated Project No. R.I. N-1, situated in the City of Providence, Rhode Island, is hereby in all respects approved.

Section 2. The Mayor of the Grantee is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Grantee, and the Mayor is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with other documents relative to the approval and execution thereof as well as to this Resolution as may be required by the Government.

Section 3. The Mayor, is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as grant funds are required, requesting payments to be made on account of the grant provided for in the said Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. This Resolution shall take effect upon its passage.

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

Joseph A. Doyle
President
William A. Doyle
Clerk

APPROVED

OCT 3 1969

Joseph A. Doyle
Mayor

IN CITY
COUNCIL

SEP 18 1969

FIRST READING
REFERRED TO COMMITTEE ON
URBAN REDEVELOPMENT
RENEWAL & PLANNING

Vincent Cooper
CLERK

THE COMMITTEE ON

Urban Redevelopment Renewal
Approves Passage of
The Within Resolution

Vincent Cooper

Sept. 29 1969
CLERK

Councilman Mc Pally and Councilman Pristas, by report

SEP 17 3 20 PM '69
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

EXTRACT FROM MINUTES OF MEETING

EXTRACT FROM THE MINUTES OF A _____

MEETING OF THE _____

OF THE _____

HELD ON THE _____ DAY OF _____, 19____

The

of the

met in

meeting at

in the City of

, at the place, hour,

and date duly established for the holding of such meeting.

The

called the meeting to order and on roll call the

following answered present:

and the following were absent:

The

declared a quorum present.

The following resolution was introduced by

; read in full and considered:

moved that the foregoing resolution be
adopted as introduced and read, which motion was seconded by
, and upon roll call the "Ayes" and "Nays" were as follows:

AYES

NAYS

The
said resolution adopted. thereupon declared said motion carried and

* * * * *

There being no further business to come before the meeting upon motion duly made
and seconded, the meeting was adjourned.

C E R T I F I C A T E

I, _____, hereby certify that:

(1) I am the duly appointed, qualified and acting _____
of _____
herein called the "Authority";

(2) I am the custodian of the records of the said Authority;

(3) The attached copy of a "Resolution

is a true and correct copy of said Resolution as adopted at a _____
Meeting of the said Authority held on _____ and as
recorded in the Minutes of the Authority;

(4) Said meeting was duly convened and held in accordance with the Authority
By-Laws; a quorum was present throughout the meeting; a sufficient number
of _____ of said Authority voted favorably and in the manner
required by the By-Laws for the adoption of said Resolution; and all require-
ments for the adoption of such a Resolution were fully observed;

(5) No action has been taken by the said Authority to amend, repeal
or rescind said resolution;

(6) There has been no change in the membership of the Authority, nor its
Officers between _____ and the date of this Certificate,
except:

(7) Since such date, there has been no amendment to the By-Laws of
the Authority, except:

(8) No litigation of any nature is now pending which would in any way
affect the corporate existence of the Authority, or the right or title of
any of its Officers, or Members, in and to their offices, or the validity or
security of any of its contracts or other obligations.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of
the Authority this _____ day of _____, 19__.

(SEAL)

(Title)

SUGGESTED FORM OF GENERAL CERTIFICATE
OF LOCAL AGENCY

INSTRUCTIONS: Prepare two signed copies for the Department of Housing and Urban Development on plain stationery.

GENERAL CERTIFICATE

I, _____, DO HEREBY CERTIFY
as follows:

1. I am the duly appointed, qualified, and acting _____
of the _____ (herein called the
"Local Agency"). In such capacity, I am custodian of its records and am familiar
with its organization, membership, and activities.

2. The proper and correct corporate title of the Local Agency is

3. The Local Agency was duly created pursuant to the authority of the
Constitution and statutes of _____,
including, particularly, _____,
_____ day of _____ 19 _____; and, since the date of its
organization, the Local Agency has continued to exist without interruption in the
performance of its public corporate purposes.

4. The names and dates of election or appointment, and the dates of the
beginning and ending of the terms of office, of the members of the governing body
of the Local Agency and of its principal officers are as follows:

<u>Name and Office(s)</u>	<u>Date of Election or Appointment</u>	<u>Date of Commencement of Term of Office</u>	<u>Date of Expiration of Term of Office</u>
(Where one person serves in more than one capacity, indicate dates pertaining to each position)			

5. Each of the above-named officers required to do so has duly taken and filed
his oath of office and each of them legally required to give bond or undertaking has
filed such bond or undertaking in form and amount as required by law and has
otherwise duly qualified to act in the official capacity above designated, and each
is the acting officer holding the respective office or offices stated beside his
name.

6. None of the above-named officers is ineligible to hold or disqualified from holding, under the provisions of applicable law, the respective office, specified above, which he holds.

7. None of the above-named _____ is an officer or employee of the City of _____. (Adjust to conform to legal requirements.)

8. Since _____, 19 ____, there have been no changes in or amendments to the charter, by-laws, ordinances, resolutions, or proceedings of the Local Agency with respect to:

- (a) The time and place of and other provisions concerning regular meetings of the Local Agency;
- (b) The provisions concerning the calling and holding of special meetings of the Local Agency and the business which may be taken up at such meetings;
- (c) The requirements concerning a quorum;
- (d) The manner in which the charter or by-laws of the Local Agency may be amended;
- (e) The requirements regarding the introduction, passage, adoption, approval, and publication of resolutions, ordinances, or other measures, relating to the approval and execution of contracts and the authorization, award, execution, or issuance of bonds, notes, or other obligations of the Local Agency;
- (f) The officers required to sign, countersign, or attest contracts, bonds, notes, or other obligations of the Local Agency;
- (g) The office of the Local Agency; or
- (h) The seal of the Local Agency;

except as follows:

(Here list all exceptions, briefly but properly identifying each. If exceptions are listed, two separately bound, duly certified complete copies of each such change or amendment, each accompanied by certified extracts from the minutes of the proceedings pertaining thereto, must be transmitted with this General Certificate. If there are no exceptions, so state.)

9. The seal impressed below, opposite my signature, is the duly adopted, proper, and only official corporate seal of the Local Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and the duly adopted official seal of the Local Agency this _____ day of _____, 19 ____.

(Title)

[SEAL]

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 445

Approved October 3, 1969

Resolved, that The Board of Contract and Supply is hereby authorized on behalf of the City of Providence to purchase from Joseph Gemma et ux Evelyn for the price of \$6,400.00 that parcel or tract of land situated in the City of Providence and described as follows:

Beginning at a point at the intersection of Rangely Avenue and Sears Avenue at the northwesterly corner of Lot 722 on Assessor's Plat 64; thence running easterly one hundred and sixty feet, plus or minus (160[±]) to land now or formerly of Joseph Gemma; thence running southerly eighty feet, plus or minus (80[±]) along said Gemma land to a point at the northeasterly line of Buel Court; thence turning and running eighty feet, plus or minus (80[±]) along said Buel Court and land now or formerly of James A. McNamara; to land now or formerly of Albina E. Caron; thence turning and running northerly thirty seven feet, plus or minus (37[±]) along said Caron land; thence turning westerly and running eighty feet, plus or minus (80[±]) along the northerly line of said Caron land to a point along the easterly line of Sears Avenue; thence turning and running forty three feet, plus or minus (43[±]) along Sears Avenue to the point and place of beginning.

Said parcel contains approximately 9,845 square feet. Said parcel being Lot 722 on Assessor's Plat 64.

This land is also shown on the attached map. The purchase price for such land shall be charged to the Recreation Bond Issue.

This Resolution shall take effect upon its passage.

APPROVED

OCT 3 1969

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

Harold J. Boyle
President
Wm. T. Caspary
Clerk

Joseph A. Boyle
Mayor

IN CITY
COUNCIL

SEP 4 - 1969

FIRST READING
REFERRED TO COMMITTEE ON

CITY PROPERTY

Consent *See Clerk*

THE COMMITTEE ON

City Property

Approves Passage of
The Within Resolution

Consent
Sept 23, 1969
See Clerk

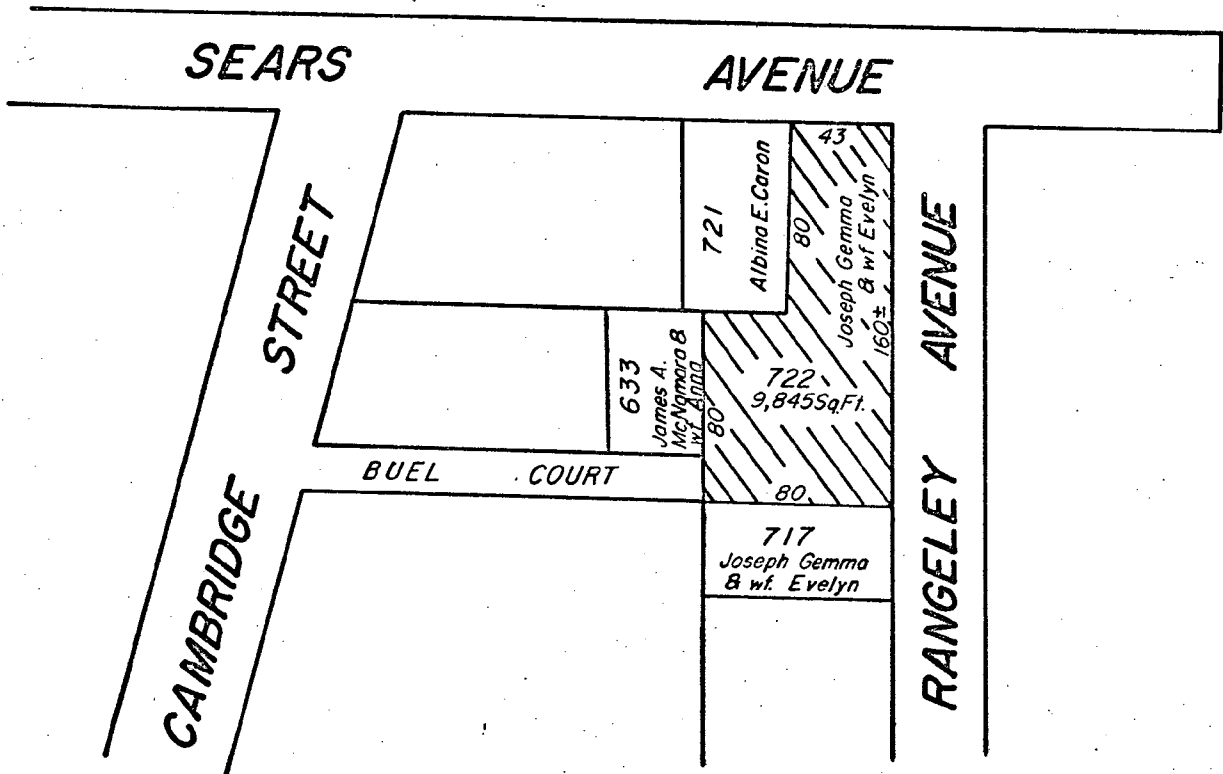
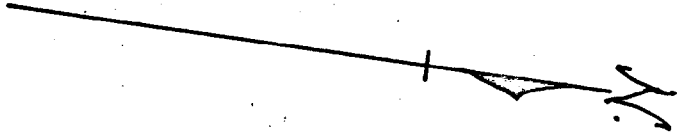
*Consent of the City and Councilman
Passes by request*

69, MAY 96 01 48 PM

DEPT. CITY CLERK
PROVIDENCE, R. I.

03703

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No 063323
 Date October 2, 1969



Notes:
 Cross-Hatched Area Indicates
 Proposed Purchase.
 Lot Numbers From Assessor's Plat 64

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing Proposed Purchase
 Drawn by Scungio Check by E.A.K.
 Scale 1" = 80' Date Oct. 2, 1969
 Corrected by E.A. Kelly Ass. Engr.
 Approved Robert B. Strong

RESOLUTION OF THE CITY COUNCIL

No. 446

Approved October 3, 1969

RESOLVED THAT, His Honor the Mayor be and he hereby is authorized to execute a lease to DANIEL L. SULLIVAN of Providence, of premises designated as Lots 364 and 568 on City Assessor's Plat 49, situated at the corner of Elmwood Avenue and Potters Avenue in the City of Providence, said lease to be for a period of thirty (30) years at an annual rental of SEVENTEEN HUNDRED (\$1700) DOLLARS for the first ten (10) years; an annual rental of TWENTY-FIVE HUNDRED (\$2500) DOLLARS for the next ten (10) years; and an annual rental for the final ten (10) years to be agreed upon by the parties to the lease.

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

Russell J. Boyle
President
Wm. L. ...
Clerk

APPROVED

OCT 3 1969

Jay A. Parley
MAYOR

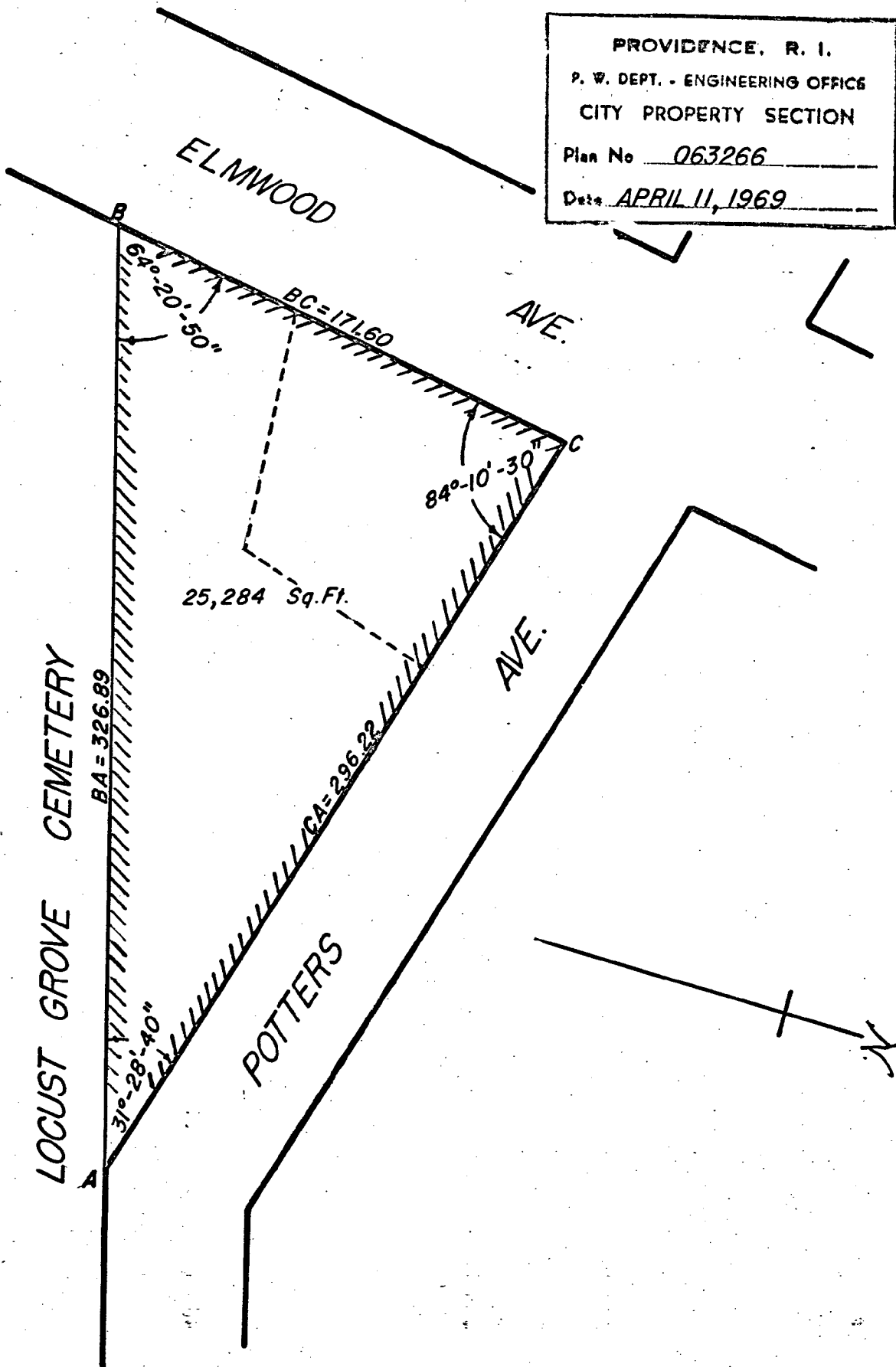
RESOLUTION AUTHORIZING HIS
HONOR THE MAYOR TO EXECUTE
A LEASE TO DANIEL L. SULLIVAN
OF PREMISES SITUATED AT THE
CORNER OF ELMWOOD AVENUE AND
POTTERS AVENUE, PROVIDENCE,
R.I.

THE COMMITTEE ON

City Property
Approves Passage of
The Within Resolution

Committee Member
Speaker
25, 1889
Clark

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No 063266
 Date APRIL 11, 1969



CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing Proposed Lease
 (Cross-Hatched Area)
 Drawn by A. Petruska Checked by E.A.K.
 Scale 1"=50' Date April 11, 1969
 Correct L. Reid Associate Engr.
 Approved R.B. Strong
 Ch. 3, 13, 1652

RESOLUTION OF THE CITY COUNCIL

No. 447

Approved October 3, 1969

RESOLVED, THAT His Honor the Mayor be and he is hereby authorized to execute a lease to Marr Scaffolding Company, of that certain premises designated as Lot 255 on City Assessor's Plat 56, situated on Ernest Street, Providence, for a period of five (5) years, at an annual rental of SEVENTY-THREE HUNDRED FIFTY-THREE (\$7353) DOLLARS; said lease to contain a provision reserving to the City of Providence an easement to maintain sewer lines located on said premises, and said lease to contain a provision granting to the Lessee an option to purchase said premises, subject to the easement reserved to the City, at a purchase price of SEVENTY-THREE THOUSAND FIVE HUNDRED THIRTY (\$73,530) DOLLARS; said option to be exercised by the Lessee at any time prior to six (6) months before the expiration of said lease, and said option to provide that any rents paid to the City under said lease shall be applied to the purchase price of said premises.

IN CITY COUNCIL

OCT 2 1969

READ and PASSED

[Signature] President
[Signature] Clerk

APPROVED

OCT 3 1969

[Signature] MAYOR

RESOLUTION AUTHORIZING HIS
HONOR THE MAYOR TO EXECUTE
A LEASE TO MARR SCAFFOLDING
COMPANY OF PREMISES ON
ERNEST STREET, PROVIDENCE,
R.I.

THE COMMITTEE ON

City Property

Approves Passage of
The Within Resolution

Amount \$20,000

Sept 21 1909

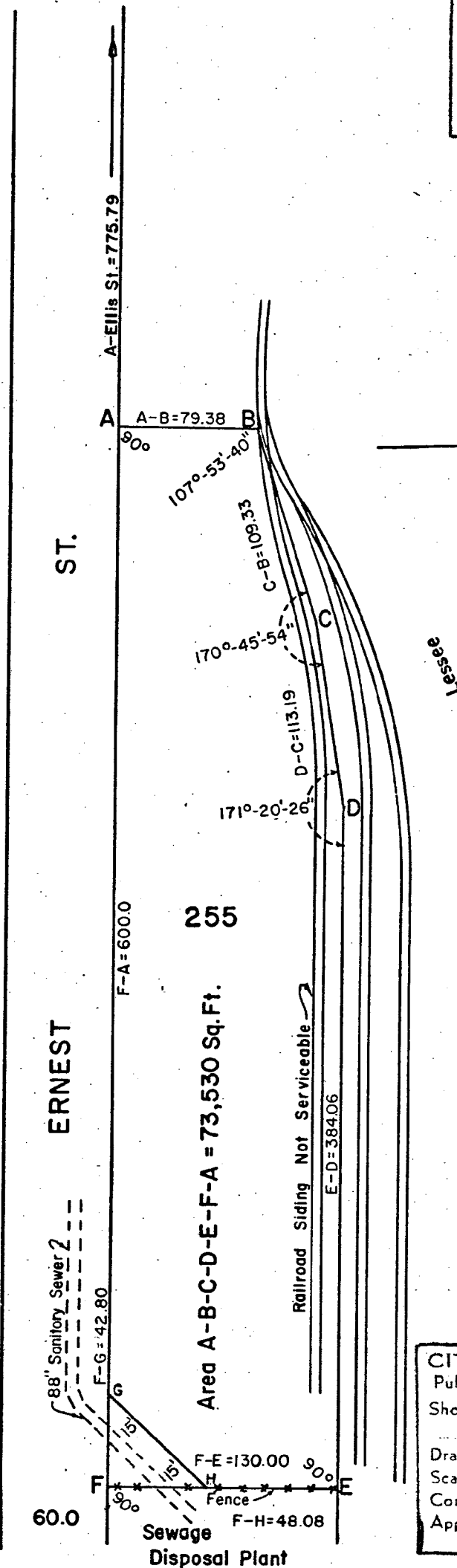
Clark

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

69. WM 26 2 04 PM '09

69. WM 26 2 04 PM '09

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 063306
 Date AUGUST 8, 1969



CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing Proposed Lease At Fields Point
 (A-B-C-D-E-F-A)
 Drawn by Petruska Checked by Scungio
 Scale 1" = 80' Date August 8, 1969
 Correct L. P. Reid Associate Engr.
 Approved Robert W. Chong CHIEF ENGINEER

Note:
 Shaded Area Indicates
 Proposed Sewer Easement

Lot numbers from Assessor's Plat 56

LEASE

THIS AGREEMENT made this 11th day of MARCH, A. D. 1970, by and between the CITY OF PROVIDENCE, a municipal corporation, in the County of Providence, State of Rhode Island, hereinafter referred to as the "CITY", party of the first part, and MARR SCAFFOLDING COMPANY, a Massachusetts corporation, party of the second part:

WITNESSETH

That the CITY, in consideration of the rents and charges hereinafter reserved, doth hereby grant, demise and lease unto MARR SCAFFOLDING COMPANY that certain tract or parcel of land situated on the northerly side of Ernest Street in the Fields Point Section of the City of Providence, R. I., and designated by the letters A-B-C-D-E-F-A on the accompanying plan entitled, "Providence, R. I., P. W. Dept. -- Engineering Office, City Property Section, Plan No. 063306, Date August 8, 1969", bounded and described as follows:

Beginning at a point on the northerly line of Ernest Street at point marked "A" on the accompanying plan, said point being seven hundred seventy-five and 79/100 (775.79) feet east of the northeasterly corner of Ernest Street and Ellis Street, as measured along the northerly line of Ernest Street; thence northerly, a distance of seventy-nine and 38/100 (79.38) feet to point marked "B" on the accompanying plan; thence easterly, making an interior angle of $107^{\circ}-53'-40''$, a distance of one hundred nine and 33/100 (109.33) feet to point marked "C" on the accompanying plan; thence continuing easterly, making an interior angle of $170^{\circ}-45'-54''$, a distance of one hundred thirteen and 19/100 (113.19) feet to point marked "D" on the accompanying plan; continuing easterly, making an interior angle of $171^{\circ}-20'-26''$, a distance of three hundred eighty-four and 06/100 (384.06) feet to point marked "E" on the accompanying plan; (the last three (3) lines are bounded northerly by land leased to the Sinclair Refining Company); thence southerly, making an interior angle of 90° , bounded easterly by land of the Sewage Disposal Plant, a distance of one hundred thirty and 00/100 (130.00) feet to the northerly line of Ernest Street at point marked "F" on the accompanying plan; thence westerly along the northerly line of Ernest Street, six hundred and 00/100 (600.00) feet to point marked "A" on the accompanying plan and the point and place of beginning. This last described line makes an interior angle of 90° with the line (A-B) first described herein.

A triangular portion of land designated by the letters F-G-H-F on the accompanying plan, located at the southeasterly corner of the above described parcel, is subject to a perpetual right and easement for the purpose of maintaining and operating a sewer in, across, through, and upon the above described premises together with the right of the City of Providence, by its agents, servants, officers, and employees to enter said premises at all reasonable times for the purpose of repairing and operating a sewer with such tools and other equipment as may be necessary and provided further that it is expressly understood and agreed by this grantee, their successors and assigns, that no structure shall be placed over or upon said easement nor shall the land over or upon said easement be used so as to endanger the sewer in any way.

Said parcel is further identified as being Lot 255 on City Assessor's Plat 56, and contains 73,530 square feet.

TO HAVE AND TO HOLD the said tract or parcel of land for and during a term of FIVE (5) years, from the first day of April, 1970 to the 31st day of March 1975, yielding an annual rent of SEVEN THOUSAND THREE HUNDRED FIFTY-THREE (\$7,353.00) Dollars, payable in equal quarterly installments in advance, on the first day of April, July, October and January.

It is furthermore understood and agreed by and between the parties that the Lessee shall have the option to purchase the leased premises for the price of SEVENTY-THREE THOUSAND FIVE HUNDRED THIRTY (\$73,530.00) Dollars; that the Lessee may exercise the option at any time during the term of the lease by giving to the City of Providence its notice that it intends to purchase the property, providing that the notice is given at least six (6) months prior to the termination of this lease, such notice to be given in writing by registered mail, addressed to the City of Providence c/o the Mayor of the City of Providence, City Hall, Providence, Rhode Island.

If the Lessee exercises the option, papers shall pass and good title transferred to the Lessee sixty (60) days after the notice of the exercise of the option.

Rents paid under this lease, if the option is exercised, shall be applied to the purchase price.

In consideration of the payment of said rents and charges herein specified, and the performance of the covenants and agreements mutually agreed upon, the parties hereby mutually covenant and agree as follows:

That MARR SCAFFOLDING COMPANY, paying the rents and charges hereby reserved, and performing and observing the covenants of MARR SCAFFOLDING COMPANY herein contained, may peaceably hold and enjoy said premises during said term, without any lawful let or hindrance by the CITY or any party claiming by, through or under the CITY, as herein provided.

MARR SCAFFOLDING COMPANY may use the railroad connections built by the CITY and its extensions and the main line tracks of the CITY in conformity with that certain agreement by and between the CITY OF PROVIDENCE and the NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY dated September 20, 1917, for receiving freight consigned by rail to said premises and in shipping freight by rail from said premises. Subject to ownership of the rail connections and extensions between Ernest Street and New York Avenue and immediately adjoining the demised premises being vested in the LESSOR, said LESSOR covenants and agrees that MARR SCAFFOLDING COMPANY may use the same for loading or unloading cars, but in so doing, shall not block the free passage of rail traffic to and from the adjoining area.

All tracks owned by the City shall be at all times maintained by it in a reasonable and satisfactory condition.

The CITY will supply water to said premises, and MARR SCAFFOLDING COMPANY will pay for said water at the same rate for which like quantities of water are supplied to other customers of the City. MARR SCAFFOLDING COMPANY during the term of this lease will use the premises for: Distributing, warehousing, storing, selling, renting, repairing and maintaining contractors' supplies, equipment and machinery and uses incidental thereto, and for such other uses as the City Council by resolution may from time to time permit.

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 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 MARR SCAFFOLDING COMPANY, it shall be lawful for the CITY to enforce said pledge by selling the buildings 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 MARR SCAFFOLDING COMPANY (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 MARR SCAFFOLDING COMPANY, 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 MARR

SCAFFOLDING COMPANY.

That MARR SCAFFOLDING COMPANY will not assign this lease nor sublet the whole or any part of said premises, except with the approval of the CITY, 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, such approval not to be unreasonably withheld.

At the expiration or sooner termination of this lease or any renewal thereof, all buildings and improvements erected or placed on the leased premises shall be and become the property of the CITY unless twenty (20) days prior to such termination, the CITY notifies MARR SCAFFOLDING COMPANY to remove the same; and unless MARR SCAFFOLDING COMPANY shall thereupon remove the same, the CITY may do so and may charge MARR SCAFFOLDING COMPANY reasonable compensation for the expense of the same and for any loss of the use of the said premises for any time required subsequent to the termination of the lease in the removal of said improvements and the restoration of the premises to their usual condition.

That MARR SCAFFOLDING COMPANY will not keep explosives of any kind upon said premises, except gasoline, kerosene, oil and fire extinguishers.

This lease is made on the express condition that if any installment of the rent reserved or any other money due the Lessor hereunder shall not be paid when it shall become due and payable as herein provided, or if default shall be made in the performance or observance of any of the other covenants, agreements or conditions of this lease on the part of MARR SCAFFOLDING COMPANY to be performed and observed, and such default shall continue after notice in writing by the Lessor for a period of thirty (30) days, or if MARR SCAFFOLDING COMPANY shall become bankrupt or

insolvent according to law, or an assignment made of his property for the benefit of creditors, then the CITY, unless and only to the extent restrained by law and notwithstanding any waiver of any prior breach or default, may immediately or at any time thereafter, and without notice or demand, and with or without process of law, enter upon said premises or any part thereof and declare this lease at an end and take immediate possession of said premises, including any and all buildings and improvements erected or placed thereon by MARR SCAFFOLDING COMPANY or otherwise recover possession of the same, and thenceforth the CITY shall peaceably and quietly hold and enjoy said premises, including any and all buildings and improvements then thereon as if this lease had not been made, without prejudice, however, to any claim of the City for rent due or to become due under this lease, or to any claim for damages or right of action or remedy for breach of any of the covenants, agreements and conditions herein which the City has or might otherwise have or use. And in the event of such entry, MARR SCAFFOLDING COMPANY will indemnify the City against all losses of rents or other payments and damages for the non-performance of covenants which to the CITY have accrued or may accrue during the residue of said term.

MARR SCAFFOLDING COMPANY will conform to and observe all state laws and City ordinances and all departmental or other laws and regulations of State or City relative to the construction, repair, maintenance or use of all buildings and improvements heretofore or hereafter constructed or placed by it on said premises.

MARR SCAFFOLDING COMPANY at the expiration or sooner termination of this lease will quietly and peaceably surrender up the possession of said premises to the CITY.

Failure of the CITY 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 CITY 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 CITY of rent with knowledge of the breach of any covenant, term or condition hereof by MARR SCAFFOLDING COMPANY shall not be deemed to be a waiver of such breach, and no waiver by the CITY of any covenant, term, condition or other provisions of this lease or of the breach thereof shall be deemed to have been made by the CITY unless expressly acknowledged in writing by the CITY over its signature.

MARR SCAFFOLDING COMPANY will pay said rent at the times and in the manner aforesaid.

MARR SCAFFOLDING COMPANY shall have the right and privilege to erect and place such buildings and improvements on the demised premises, provided approval shall be first obtained in writing from the Chief, Division of Public Buildings of the City of Providence.

MARR SCAFFOLDING COMPANY will hold the CITY harmless, exonerated and indemnified from or against all loss, costs, damages and expenses, including reasonable counsel fees, under any and all claims by any third person or persons, or co-partnership, association or corporation, made and based upon any neglect or default during the term hereof of the lessee, or its tenants, agents, or servants, upon or about said premises, or in the use, condition, maintenance, control or occupation of said premises or of any building, structure, fixture or other improvement, or any personal property thereon, or of any part or parts thereof, or made or

based upon any act or omission during said term in the erection or placing on said premises any building, structure, fixture or other improvement, or any personal property, or made or based upon any accident caused by the lessee's negligence whatever occurring during said term upon or about said premises, or in or about any building, structure, or improvement, or any personal property thereon, or any injuries suffered by any person or persons, or any damages to any property therein or thereon at any time or times during said term, and against any forfeiture, fine, loss, costs, damage and expense caused by its or their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, or the erection, maintenance or use of any building, structure, fixture or other improvement, or any personal property thereon, and against all loss, costs, damage and expense, including reasonable counsel fees, lawfully suffered or reasonably incurred by the lessor in discharging said premises from any lien, judgment or incumbrance attached through any act or omission of the lessee, its agents or servants during the term hereof, or suffered or incurred by the lessor in obtaining possession of said premises after default, or upon the expiration of the term of this lease.

MARR SCAFFOLDING COMPANY will permit the CITY, its successors and assigns, at all reasonable times to enter and inspect said premises and the buildings and improvements thereon and their contents.

Whenever the words "CITY" and "MARR SCAFFOLDING COMPANY" and "LESSOR" and "LESSEE" are herein used, they shall be construed to and shall include, subject to any of the foregoing provisions hereof inconsistent therewith, the successors and assigns in title of the same, so that such successors and assigns in title shall enjoy the respective benefits

and be subject to the respective duties and liabilities of the Lessor and Lessee respectively under the covenants, agreements and conditions herein contained.

Whenever it becomes necessary or advisable to give any notice hereunder to MARR SCAFFOLDING COMPANY or the CITY, such notice shall be given in writing by registered mail addressed to MARR SCAFFOLDING COMPANY, Ernest Street, Fields Point, R.I., or the CITY in c/o the Mayor of the City of Providence, City Hall, Providence, Rhode Island 02903, provided that either the CITY or MARR SCAFFOLDING COMPANY, may, from time to time, appoint a new address by notice in writing by registered mail addressed to the other of them at the then designated address of such other.

MARR SCAFFOLDING COMPANY and/or the CITY, provided it has fully performed any or all of the covenants and agreements herein contained on its part to be kept and performed, shall have the right and option to terminate and cancel this lease for any reason whatsoever by giving to the other one (1) year's written notice of its intention so to do. In the event of such termination, this lease shall be considered of no further force and effect as of the date specified in the termination notice, and all rights, duties and obligations of either or both parties shall cease and determine as of that date.

IN WITNESS WHERE OF the parties hereto have caused these presents and a counterpart thereof to be executed, this 11th day of MARCH, A. D., 1970.

CITY OF PROVIDENCE

BY Joseph A. Donley, Jr.
MAYOR

MARR SCAFFOLDING COMPANY

BY Daniel D. Moss Jr. TREAS.

STATE OF RHODE ISLAND

PROVIDENCE, SC.

In Providence, on the *11th* day of March, A.D. 1970, before me personally appeared the within named JOSEPH A. DOORLEY, JR., Mayor of the City of Providence, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed in his said capacity and the free act and deed of said City of Providence.

Henry F. Murray, Jr.
NOTARY PUBLIC

State of

Massachusetts

County of

Suffolk

In

Boston

, on the *3rd* day of

March, A.D. 1970, before me personally appeared

Daniel

F. Manji

. of MARR SCAFFOLDING COMPANY, to me known and known by me to be the person executing the foregoing instrument, and he

acknowledged said instrument by him executed to be his free act and deed and the free act and deed of MARR SCAFFOLDING COMPANY.

Edmund J. Connelly
NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

Edward F. Milby
CITY SOLICITOR

Attest

3/11/70 - Controller - R. A. L.