

JAMES L. TAFT, JR.  
MAYOR



LAW DEPARTMENT  
CITY HALL  
CRANSTON, RHODE ISLAND 02910  
December 28, 1972

PETER PALOMBO, JR.  
CITY SOLICITOR  
519 IND. BANK BLDG.  
PROVIDENCE, R. I. 02903

JEREMIAH S. JEREMIAH, JR.  
ASST. CITY SOLICITOR  
55 EDDY STREET  
PROVIDENCE, R. I. 02903

ALAN P. GELFUSO  
ASST. CITY SOLICITOR  
1340 CRANSTON STREET  
CRANSTON, R. I. 02920


THOMAS C. ANGELONE  
ASST. CITY SOLICITOR  
808 UNION TRUST BLDG.  
PROVIDENCE, R. I. 02903

City Clerk  
City Hall  
Providence, Rhode Island

Dear Mr. Vespia:

Enclosed is a copy of the lease from the City of Providence to the City of Cranston for the water pipe line property on Scituate Avenue in Cranston which has been signed by the Mayor and Finance Director of the City of Cranston.

Very truly yours,

  
Peter Palombo, Jr.  
City Solicitor

1s  
Enclosure

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Providence, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter called the Lessor, in consideration of an annual rental of ten (\$10) dollars a year for a term to coincide with the term set forth in an agreement heretofore executed providing for the sale of water to the City of Cranston at wholesale rates for resale in Western Cranston and executed on May 22, 1972, to it to be paid by the City of Cranston, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter called the Lessee, as hereinbefore set forth, does hereby demise and lease unto the said Lessee for the purpose of installing, maintaining and operating water pipes, mains, valves and their appurtenances in and under the surface of said premises for the purpose of carrying a supply of water to an area in Western Cranston from the water system of the City of Providence and for the purpose of erecting and maintaining a pumping station and appurtenances on that portion of said premises hereinafter more particularly described on the plat or plan attached hereto and made a part hereof by reference and hereinafter more particularly identified,

That certain parcel of land, located in the City of Cranston, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Scituate Avenue and the northerly line of land of the City of Providence, said point of beginning being 23.30 feet easterly of land now or formerly of Kenneth M. Colvin; thence running easterly along the southerly line of said Scituate Avenue a distance of 41.14 feet to a point; thence turning an interior angle of  $103^{\circ} 30' 30''$  and running southerly a distance of 388.32 feet to an angle; thence turning an interior angle of  $181^{\circ} 13' 30''$  and continuing running southerly, a distance of 602.52 feet to a point, said point being at a beginning of an arc; thence turning and running southeasterly along an

arc whose radius is 57 feet, a distance of 89.54 feet to a point, said point being at the end of the arc; thence turning and running southerly a distance of 35.97 feet to a point; thence turning an interior angle of  $267^{\circ} 39' 58''$  and running easterly a distance of 279.55 feet to a point; thence turning an interior angle of  $90^{\circ}$  and running southerly a distance of 30 feet to a point; thence turning an interior angle of  $90^{\circ}$  and running westerly a distance of 278.33 feet to a point; thence turning an interior angle of  $272^{\circ} 20' 02''$  and running southerly a distance of 44.01 feet to a point; thence turning an interior angle of  $90^{\circ}$  and running westerly a distance of 95.70 feet to a point; thence turning an interior angle of  $135^{\circ}$  and running northwesterly a distance of 20.22 feet to a point; thence turning an interior angle of  $135^{\circ}$  and running northerly a distance of 152.70 feet to a point; thence turning an interior angle of  $90^{\circ}$  and running easterly a distance of 13 feet to a point; thence turning an interior angle of  $270^{\circ}$  and running northerly a distance of 602.95 feet to an angle; thence turning an interior angle of  $178^{\circ} 46' 30''$  and continuing running northerly a distance of 398.08 feet to the point or place of beginning. The last mentioned line and the first mentioned line making an interior angle of  $76^{\circ} 29' 30''$ , the whole being a part of that tract of land condemned for reservoir and water supply purposes in the City of Cranston and shown on the Cranston Assessor's Map No. 20/2 as Lot No. 2122, and being further shown on a plat or plan entitled "City of Providence Water Supply Board map of land in the City of Cranston to be leased to the City of Cranston for pipe line and pumping station July 28, 1972, acc. 7622, Joseph E. Martin, Chief Engineer," attached hereto and made a part of this lease. Said parcel containing 1.467 acres.  
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TO HAVE AND TO HOLD the same unto the said Lessee for and during the term set forth in an agreement to sell water to the City of Cranston at wholesale rates for resale in Western Cranston and executed on May 22, 1972, said Lessee yielding and paying therefor during said term the annual rent of ten (\$10) dollars for each and every year during the continuance of this lease, payable on the first business day of May in each and every year succeeding the date hereof.

PROVIDED, HOWEVER, that the said Lessor reserves to itself rights of passage over and across the demised premises in its entirety and the right to use, if needed, in the construction of a reservoir in the future by the Lessor

all or any part of the demised premises. Any costs incurred by damage to the Lessee's pipes, valves, appurtenances or structures or to relocate existing facilities, if necessary, shall be borne by the Lessor.

Provided, however, the Lessor shall not be held responsible for any damages caused directly or indirectly by failure or malfunction of the Lessee's facilities.

And said Lessee shall have the right of access over an existing access road located on other premises of the Lessor and of which the demised premises constitutes only a portion, from Scituate Avenue to the Pumping Station, or as shown on the plat or plan attached hereto, hereinbefore referred to, and incorporated herein by reference.

And said Lessee covenants with said Lessor that it will pay said rent at the times and in the manner aforesaid and that in case of failure on its part to pay same within fifteen (15) days subsequent to the time above specified (and it shall not be required that any demand be made for the same) or in case of failure to perform all the covenants and agreements contained in this lease on the part of the said Lessee to be kept and performed, the said Lessor shall be at liberty to enter upon said premises and declare this lease at an end and take immediate possession of the premises.

And said Lessee does further covenant that no property taxes will be assessed by the City of Cranston on the demised premises, or any improvements constructed thereon or therein, and that it will not assign this lease and will not obstruct or in any way interfere with access to said premises by the Lessor, its servants and agents, at all reasonable times and for all purposes.

And said Lessor covenants that said Lessee paying the rent and performing the covenants on the part of the Lessee

IN WITNESS WHEREOF, said City of Providence has caused this instrument to be executed and its corporate seal to be hereto affixed by Joseph A. Doorley, Jr., its Mayor, hereunto duly authorized, and said City of Cranston has caused this instrument to be executed and its corporate seal to be hereto affixed by James L. Taft, Jr., its Mayor, and by Frank Juchnik, its Finance Director hereunto duly authorized, this 21<sup>st</sup> day of December, A. D. 1972.

Mr. J. H. Lake, City Solicitor, Providence  
 Mr. Salmond, City Solicitor, Cranston

STATE OF RHODE ISLAND

County of Providence

In Providence, on the 20<sup>th</sup> day of November,  
A. D. 1972, before me personally appeared Joseph A. Doorley,  
Jr., Mayor of the City of Providence, to me known and known  
by me to be the party executing the foregoing instrument,  
and acknowledged said instrument, by him executed in the  
name and behalf of the City of Providence, to be his free  
act and deed and the free act and deed of said City of  
Providence.

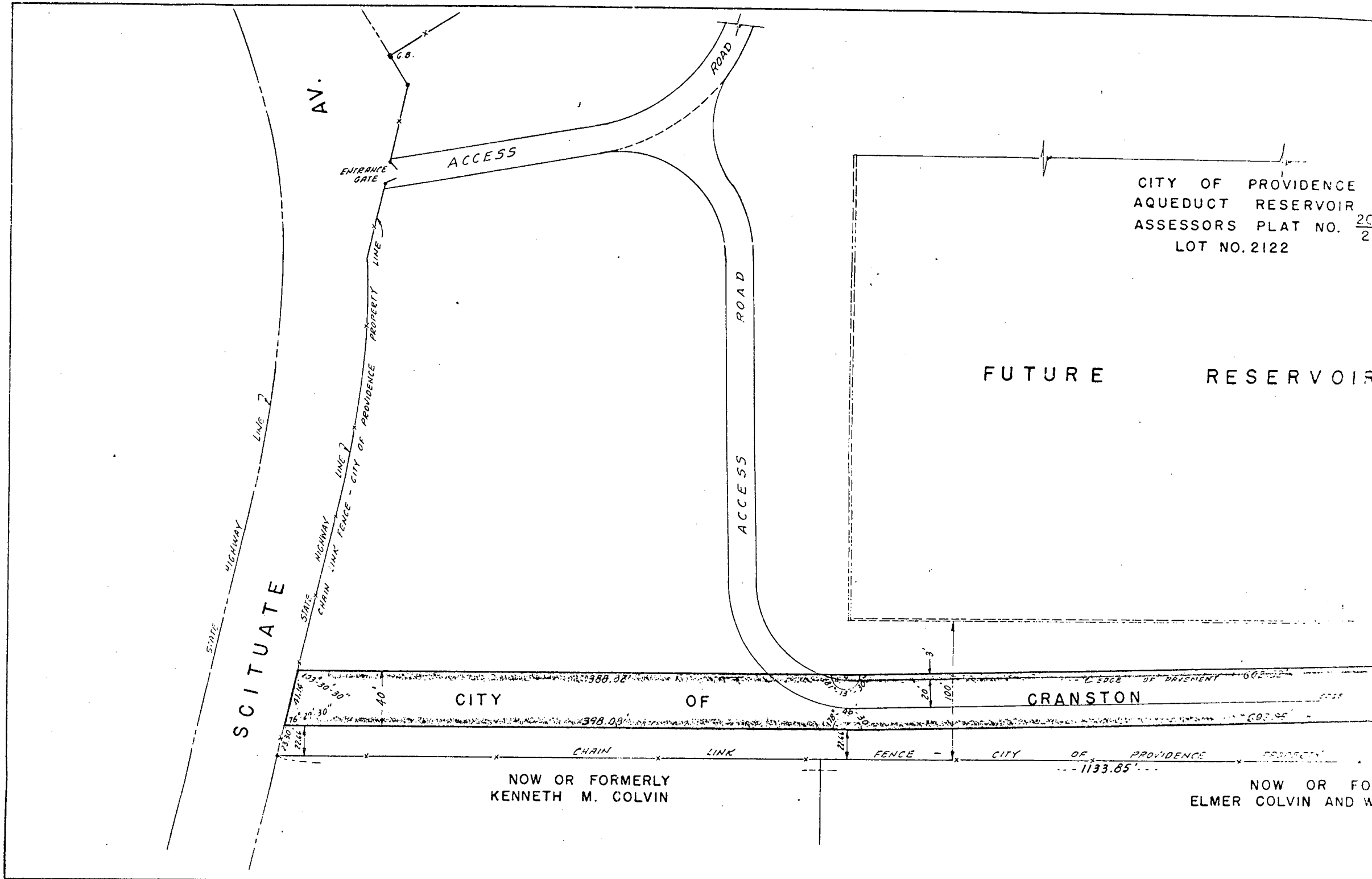
Usniat Vespa  
Notary Public  
*Notary Public*

STATE OF RHODE ISLAND

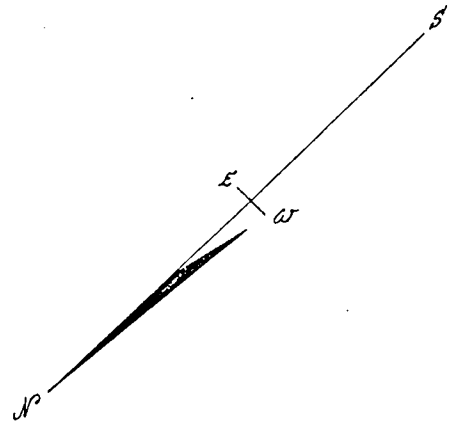
County of Providence

In Cranston, on the 21<sup>st</sup> day of November,  
A. D. 1972, before me personally appeared James L. Taft, Jr.,  
Mayor of the City of Cranston, to me known and known by me  
to be the party executing the foregoing instrument, and  
acknowledged said instrument, by him executed in the name  
and behalf of the City of Cranston, to be his free act and  
deed and the free act and deed of said City of Cranston.

Carl L. Taft  
Notary Public



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CITY OF PROVIDENCE  
WATER SUPPLY DIVISION  
MAP OF LAND IN THE CITY OF  
CRANSTON TO BE LEASED TO  
THE CITY OF CRANSTON FOR PIPE  
LINE AND PUMPING STATION.  
BORN E.B. 11-11-1865, DIED E.B. 11-11-1965, A.P.  
11-11-60 7-28-72 7-28-72  
APPROVED *Joseph H. 11-11-1965*

# RESOLUTION OF THE CITY COUNCIL

3

No. 421

Approved October 30, 1972

RESOLVED, That the Mayor be, and he hereby is, authorized to execute, for and in behalf of the City of Providence, a lease with the City of Cranston conveying and demising to said City of Cranston, at an annual rental of ten (\$10) dollars a year for a term to coincide with the term set forth in an agreement heretofore executed providing for the sale of water to the City of Cranston at wholesale rates for resale in Western Cranston and executed on May 22, 1972, that certain parcel of land located in the City of Cranston, State of Rhode Island, marked and outlined in red on the plat or plan attached hereto, prepared by Joseph E. Martin, Chief Engineer of the Water Supply Board, and entitled "Map of Land in the City of Cranston to be leased to the City of Cranston for Pipe Line and Pumping Station," for the purpose of erecting on a portion thereof a pumping station and installing thereon a pipeline to carry water from the water supply system of the City of Providence to a certain part of the Western Area of the City of Cranston upon certain terms and conditions and in substantially the form of the lease attached hereto and made a part hereof by reference.

A true copy,  
Attest:

*Vincent Vespia*

Vincent Vespia,  
City Clerk.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 421

Approved October 30, 1972

RESOLVED, That the Mayor be, and he hereby is, authorized to execute, for and in behalf of the City of Providence, a lease with the City of Cranston conveying and demising to said City of Cranston, at an annual rental of ten (\$10) dollars a year for a term to coincide with the term set forth in an agreement heretofore executed providing for the sale of water to the City of Cranston at wholesale rates for resale in Western Cranston and executed on May 22, 1972, that certain parcel of land located in the City of Cranston, State of Rhode Island, marked and outlined in red on the plat or plan attached hereto, prepared by Joseph E. Martin, Chief Engineer of the Water Supply Board, and entitled "Map of Land in the City of Cranston to be leased to the City of Cranston for Pipe Line and Pumping Station," for the purpose of erecting on a portion thereof a pumping station and installing thereon a pipeline to carry water from the water supply system of the City of Providence to a certain part of the Western Area of the City of Cranston upon certain terms and conditions and in substantially the form of the lease attached hereto and made a part hereof by reference.

IN CITY COUNCIL

OCT 19 1972

READ and PASSED

..... President  
*Wassant* Clerk

APPROVED

OCT 30 1972

MAYOR

RESOLUTION

OF THE

CITY COUNCIL

authorizing the Mayor to  
execute a lease with the City  
of Cranston of land in the  
City of Cranston to be used  
for the construction of a  
pumping station to provide  
water for Western Cranston

IN CITY  
COUNCIL

OCT 5 1972

FIRST READING

REFERRED TO COMMITTEE ON

FINANCE

CLERK

THE COMMISSIONER ON

*Finance*

Approves Passage of  
The Within Resolution

*Vincent Vespe*

Chairman

OCT. 4, 1972

CLERK

*Councilman Scianetta  
and Councilman Lynch, by request*

KNOW ALL MEN BY THESE PRESENTS, THAT

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PROVIDED, HOWEVER, that the said Lessor reserves to itself rights of passage over and across the demised premises in its entirety and the right to use, if needed, in the construction of a reservoir in the future by the Lessor

all or any part of the demised premises. Any costs incurred by damage to the Lessee's pipes, valves, appurtenances or structures or to relocate existing facilities, if necessary, shall be borne by the Lessor.

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And said Lessee covenants with said Lessor that it will pay said rent at the times and in the manner aforesaid and that in case of failure on its part to pay same within fifteen (15) days subsequent to the time above specified (and it shall not be required that any demand be made for the same) or in case of failure to perform all the covenants and agreements contained in this lease on the part of the said Lessee to be kept and performed, the said Lessor shall be at liberty to enter upon said premises and declare this lease at an end and take immediate possession of the premises.

And said Lessee does further covenant that no property taxes will be assessed by the City of Cranston on the demised premises, or any improvements constructed thereon or therein, and that it will not assign this lease and will not obstruct or in any way interfere with access to said premises by the Lessor, its servants and agents, at all reasonable times and for all purposes.

And said Lessor covenants that said Lessee paying the rent and performing the covenants on the part of the Lessee

herein contained, may peaceably hold and enjoy said premises during said term without hindrance by the Lessor or any person claiming by, through or under it, except as hereinbefore provided; the said Lessor makes no representation as to the extent of its right, title or interest in the demised premises but demises hereby for the term hereof such right, title or interest as the Lessor holds therein and may lease.

IN WITNESS WHEREOF, said City of Providence has caused this instrument to be executed and its corporate seal to be hereto affixed by Joseph A. Doorley, Jr., its Mayor, hereunto duly authorized, and said City of Cranston has caused this instrument to be executed and its corporate seal to be hereto affixed by James L. Taft, Jr., its Mayor, hereunto duly authorized, this                      day of                      , A. D. 1972.

Executed in presence of                      CITY OF PROVIDENCE

By \_\_\_\_\_  
Mayor

CITY OF CRANSTON

By \_\_\_\_\_  
Mayor

Approved as to form

\_\_\_\_\_

\_\_\_\_\_

STATE OF RHODE ISLAND

County of Providence

In Providence, on the                      day of                      ,  
A. D. 1972, before me personally appeared Joseph A. Doorley,  
Jr., Mayor of the City of Providence, to me known and known  
by me to be the party executing the foregoing instrument,  
and acknowledged said instrument, by him executed in the  
name and behalf of the City of Providence, to be his free  
act and deed and the free act and deed of said City of  
Providence.

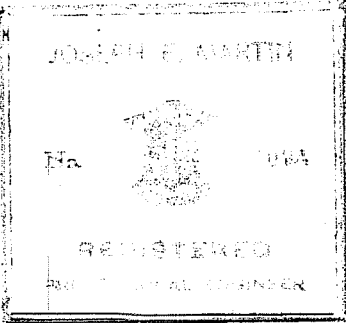
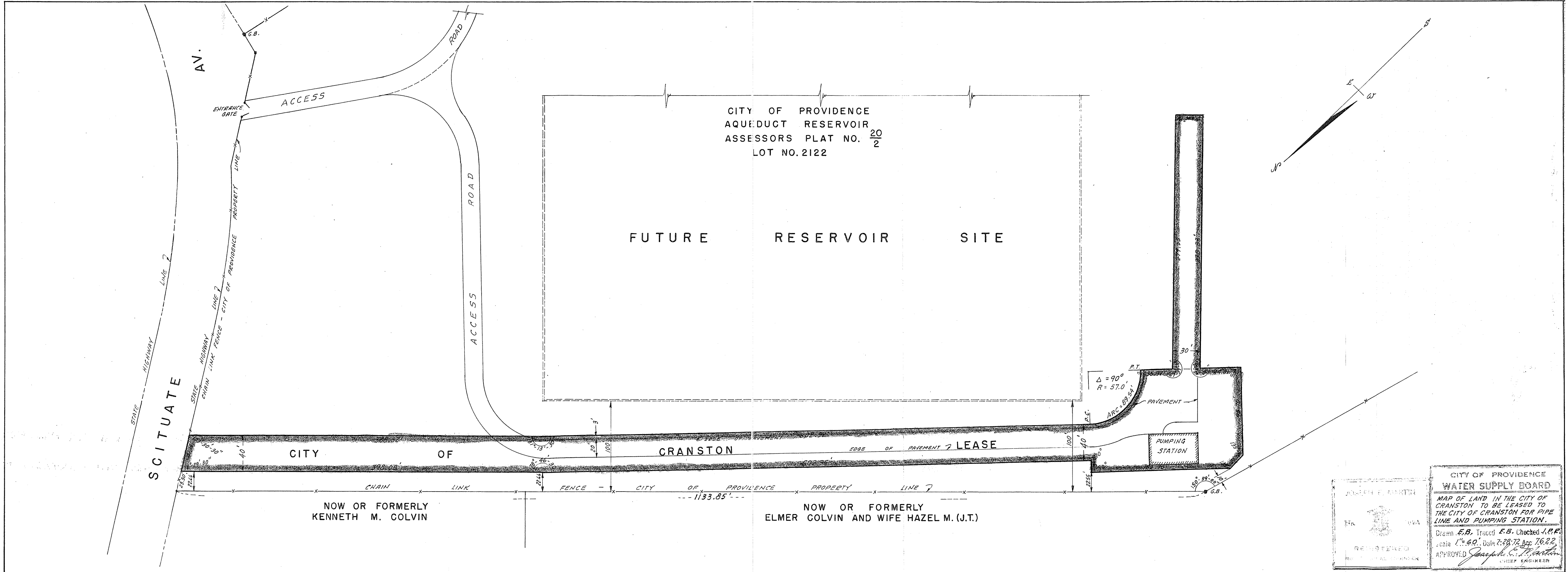
-----  
Notary Public

STATE OF RHODE ISLAND

County of Providence

In Cranston, on the                      day of                      ,  
A. D. 1972, before me personally appeared James L. Taft, Jr.,  
Mayor of the City of Cranston, to me known and known by me  
to be the party executing the foregoing instrument, and  
acknowledged said instrument, by him executed in the name  
and behalf of the City of Cranston, to be his free act and  
deed and the free act and deed of said City of Cranston.

-----  
Notary Public



CITY OF PROVIDENCE  
WATER SUPPLY BOARD

MAP OF LAND IN THE CITY OF  
CRANSTON TO BE LEASED TO  
THE CITY OF CRANSTON FOR PIPE  
LINE AND PUMPING STATION.

Drawn E.B. Traced E.B. Checked J.P.P.  
Scale 1" = 60'. Date 7-28-72 by 1622

APPROVED Joseph E. Martin  
CHIEF ENGINEER

LEASE

CITY OF PROVIDENCE  
to  
CITY OF CRANSTON

JOHN T. WALSH

ATTORNEY AT LAW  
1008 INDUSTRIAL BANK BUILDING  
PROVIDENCE, R. I. 02903

October 31, 1972

Mayor James L. Taft, Jr.  
Cranston City Hall  
869 Park Avenue  
Cranston, Rhode Island 02910

Dear Mayor Taft:

Enclosed is a duly certified copy of Resolution  
No. 421, approved October 30, 1972.

May I suggest that you communicate with His Honor  
Mayor Joseph A. Doorley, Jr. to execute the completion  
of the subject agreement.

With kindest personal regards.

Very sincerely yours,

Vincent Vespia,  
City Clerk of Providence.

VV/gn

Enclosure