

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 214

Approved April 10, 1974

THE CITY OF PROVIDENCE
OFFICE OF THE CLERK
CITY OF PROVIDENCE

WHEREAS, Resolution of the City Council No. 442, approved December 4, 1970, authorizing His Honor the Mayor to execute a deed of conveyance to Mildred W. Tracy, or her nominee, of Lots 566 on City Assessor's Plat 14 and Lot 456 on City Assessor's Plat 15, commonly known as "Engineer's Field", located along Gano Street at Power Street, more particularly described on accompanying Plan entitled "Providence R.I. P.W. Dept.-Engineering Office, City Property Section, Plan No. 061720, Date May 27, 1958, and

WHEREAS, the said lots were not, in fact, conveyed by His Honor the Mayor, as so authorized, and

WHEREAS, the said Field has ceased to be utilized as proposed; that is, for professional softball league games, in accordance with the provisions of Resolution of the City Council No. 345, approved July 3, 1958 and with indenture of lease made and entered, by and between the City of Providence and Trustees of International Union of Operating Engineers, July 22, 1958,

NOW, THEREFORE, BE IT RESOLVED, that Resolutions of the City Council No. 345, approved July 3, 1958 and No. 442, approved December 4, 1970, are hereby rescinded and the Director of the Department of Public Property is authorized to develop the said Field for recreational purposes.

IN CITY COUNCIL

APR 4 1974

READ AND PASSED

Vincent Cespe
CLERK

APPROVED

MAYOR

Joseph A. Rowley
APR 10 1974

THE COMMITTEE ON
City Planning
Approves Passage of
The Within Resolution
Communit Corp
March 29, 1924

IN CITY COUNCIL

READ AND PASSED

CLERK

CITY CLERK

MAYOR

RESOLUTION OF THE CITY COUNCIL

No. 345

Approved July 3, 1958

Resolved,

That His Honor the Mayor be and he hereby is authorized to execute a lease to the International Union of Operating Engineers, Local 57, of that certain area lying easterly of Cano Street, containing approximately 203,699 square feet of land and comprising Lot 566 on Assessor's Plat 14, and Lot 456 on Assessor's Plat 15; said lease to be for a period of twenty (20) years, with an option to renew for an additional period of twenty (20) years, the rental for the first twenty (20) years to be fifteen hundred (\$1500) dollars per annum. Said lease shall contain a recapture clause during the renewal period, and shall contain such other terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

A true copy,
Attest:

Vincent Vespa

Vincent Vespa,
City Clerk.

LEASE

This INDENTURE OF LEASE made and entered into this 22nd day of July A. D. 1958, by and between CITY OF PROVIDENCE a municipal corporation, created by the General Assembly of the State of Rhode Island, (hereinafter referred to as the "Lessor") and JOHN A. WHITE of the City and County of Providence, DANIEL A. WHITE of the Town of East Providence, in said County, HENRY W. BISHOP of the City and County of Providence, and NICHOLAS CARMADO, also of said City and County of Providence in said State of Rhode Island, (hereinafter referred to as the "Lessee"), as Trustees for the use and benefit of INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 57:

WITNESSETH:

That certain tract or parcel of land situated on the easterly side of Gano Street in the City of Providence shown as shaded area and designated by the letters A-B-C-D-E-F-G-H-J-K-L-M on the accompanying plan entitled, "Providence, R. I., P. W. Dept.--- Engineering Office, City Property Section, Plan No. 061720, Date May 27, 1958", bounded and described as follows:

Beginning at a point in the easterly line of Gano Street, three hundred forty and thirty-five one-hundredths (340.35) feet northerly from the northeasterly corner of Gano and Power Streets; thence northerly along the easterly line of Gano Street, eighty-seven and twelve one-hundredths (87.12) feet to land of the New York, New Haven and Hartford Railroad Company; thence southeasterly making an interior angle of $70^{\circ}-59'-46''$ and bounded northeasterly by said railroad company land, two hundred sixty-seven and thirty-one one hundredths (267.31) feet to a point of curve; thence continuing southeasterly in the arc of a curve having a radius of 2,242.01 feet and a central angle of $13^{\circ}-34'-27''$ and bounded northeasterly by said railroad company land, five hundred thirty-one and twelve one-hundredths (531.12) feet to a point of tangency; thence continuing southeasterly and bounded northeasterly by said railroad company land, two hundred sixty-four and seven one-hundredths (264.07) feet to Harbor Line of the Seekonk River; thence southwesterly, making an interior angle of $58^{\circ}-31'-52''$ and bounded southeasterly by said Seekonk River, two hundred sixty-nine and forty-three one-hundredths (269.43) feet; thence westerly,

making an interior angle of $154^{\circ}-02'-49''$ and bounded southerly in part by land now or formerly of the New York, New Haven and Hartford Railroad Company and in part by other land of this grantor, sixty and fourteen one-hundredths (60.14) feet; thence northerly at right angles and bounded westerly by said other land of this grantor, one hundred fifty and twenty-four one-hundredths (150.24) feet; thence westerly, making an interior angle of 270° and bounded southerly by the northerly line of Power Street, five hundred fifty (550) feet; thence northerly at right angles and bounded westerly in part by land now or formerly of Patrick J. and Emilia C. Rodrick and in part by land now or formerly of Joaquim S. Cunha and wife Henrietta S., one hundred and seventeen one-hundredths (100.17) feet; thence easterly at right angles and bounded northerly by said Cunha land fifty (50) feet; thence northerly, making an interior angle of 270° and bounded westerly in part by said Cunha land and in part by land now or formerly of Joaquim Couto, two hundred forty and eighteen one-hundredths (240.18) feet; thence westerly, making an interior angle of 270° and bounded southerly by said Couto land one hundred fifty (150) feet to the easterly line of Gano Street and the point and place of beginning. Said parcel is further identified as being Lot 566 on Assessor's Plat 14 and Lot 456 on Assessor's Plat 15 and contains 203,699 square feet.

TO HAVE AND TO HOLD said tract or parcel of land for and during the term of twenty years from and after the first day of July, A. D. 1958 until June 30, 1978, yielding and paying therefor an annual rental of fifteen hundred dollars (\$1,500) per year, and in the same proportion for any less time, payable in equal quarterly payments of three hundred seventy-five (\$375.00) dollars in advance at the office of the City Collector, on the first business days of July, October, January and April.

In consideration of the payment of said rents and charges hereinafter specified 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, viz:

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.

In consideration of the lease aforesaid and the performance of the covenants and agreements on the part of the lessor to be kept and performed as herein set forth, the lessee hereby covenants to and with said lessor as follows, viz:

2. That the lessee will promptly pay the rent reserved as aforesaid at the times the same shall become due, as herein fixed.

3. It is further understood and agreed by and between the parties that no building or other structure shall be erected or placed upon said land without the approval of the Lessor acting by and through its Committee on City Property or such other Committee or Commission as shall succeed to the duties now performed by said City Property Committee.

4. That the lessee shall use or occupy said premises solely for such recreational or athletic activities as may be sponsored or promoted by the International Union of Operating Engineers Local 57, and for no other purpose.

5. That the lessor shall not be responsible or liable for any damages caused by the washing away or cave-in or other destruction of or disturbance to the land hereby leased or any part thereof.

6. 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.

7. That the lessee will maintain said premises in good usable condition and at the expiration or sooner termination of the lease, will leave said premises in as good condition as the same are at the time of the execution of this lease.

8. That the lessee may not assign this lease or sublet the whole or any part of said premises without the approval of the lessor acting by and through the Committee on City Property or such other committee or commission as shall succeed to the duties now performed by said City Property Committee.

9. It is understood and agreed by and between the parties that the lessee shall allow said premises to be used by the public for general recreational purposes provided such use shall not interfere or conflict with its use by the lessee for the recreational and athletic activities sponsored by the International Union of Operating Engineers Local 57; the use by the public to be further subject to reasonable regulation by the lessee as to hours, conditions and terms.

10. It is furthermore agreed by and between the parties that the lessee shall have the right and option to renew this lease for a further period of twenty (20) years from and after the expiration of this lease, upon the same terms and conditions

as herein stipulated, except as to rent, which rent shall be the full fair rental value of said premises for said period, and in case the parties cannot agree as to the rental, it shall be fixed and determined by a majority of three disinterested persons; one chosen by the Mayor (for the time being of the City of Providence); the other by the lessee, and the third by the two so chosen; the decision of said majority to be final and binding upon the parties hereto, and the cost of said arbitration to be borne equally by the parties.

In case the two arbitrators chosen by the respective parties cannot agree upon a third person, then such third person shall be appointed by the Presiding Justice of the Superior Court for the Counties of Providence and Bristol. The lessee shall exercise its option at any time prior to December 31, 1979, by notice in writing to the lessor of his intention so to do.

11. It is furthermore understood and agreed by and between the parties that in case at any time during the renewal period of this lease, the property herein demised and leased is required or taken for highway purposes or other public improvements by the lessor or by the state or federal governments, then and in that event, the lessor may terminate this lease by written notice to the lessee, its successors and assigns, given by the Director of Public Works of the City of Providence for the time being, six (6) months prior to the termination date specified in said written notice. In the event of such termination, the lessee, its successors and assigns shall and will at the expiration of the lease peaceably yield up unto the lessor all and singular the premises aforesaid. 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.

12. The lessees will be solely responsible as between the lessor and the lessees for all the sidewalks about said premises notwithstanding any ordinance or law now or hereafter in force during the term hereof.

13. The lessees 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 maintenance or use of said premises, and/or relative to any sidewalks, gangways or other matters appurtenant to or connected therewith.

14. The lessees will hold the lessor 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 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 placing on said premises of any personal property, or made or based upon any accident caused by the lessees' negligence whatever occurring during said term upon or about said premises, or upon the sidewalks adjacent thereto, 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 their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, 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 lessees, their 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.

15. The lessees will permit the lessor, its agents and servant, at all reasonable times to enter and inspect said premises.

16. The lessees will procure and maintain with reputable insurance company or companies, a policy or policies of insurance in the sum of five thousand (\$5,000) dollars for injuries to one person, for the sum of ten thousand (\$10,000) dollars for injuries to more than one person, and for the sum of five thousand (5,000) dollars for property damage, such policy or policies insuring both the lessees and the lessor from liability imposed by law upon the lessor or lessees 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.

17. 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 lessees 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.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and the corporate seal of the City of Providence to be affixed thereto by WALTER H. REYNOLDS, its Mayor thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

John A. White

CITY OF PROVIDENCE

By *Walter H. Reynolds*

John A. White
JOHN A. WHITE

Daniel A. White
DANIEL A. WHITE

Henry W. Bishop
HENRY W. BISHOP

Nicholas Carmado
NICHOLAS CARMADO

as Trustees for INTERNATIONAL UNION
OF OPERATING ENGINEERS LOCAL 57

STATE OF RHODE ISLAND

PROVIDENCE, Sc.

In the City of Providence on the 22nd day of July A. D. 1958, then personally appeared before me the above named WALTER H. REYNOLDS, Mayor as aforesaid, to me known and known by me to be the person who executed the foregoing instrument, and acknowledged the said instrument by him executed in behalf of the City of Providence, to be his free and voluntary act and the free and voluntary act of the City of Providence.

William E. McCabe
NOTARY PUBLIC

STATE OF RHODE ISLAND

PROVIDENCE, Sc.

In Providence on this 29th day of July A. D. 1958 before me personally appeared JOHN A. WHITE, DANIEL A. WHITE, HENRY W. BISHOP and NICHOLAS CARMADO, to me known and known by me

to be the persons executing the foregoing instrument and they
acknowledged said instrument by them so executed to be their
free act and deed, individually and in their capacity as Trustees
for the use and benefit of International Union of Operating
Engineers Local 57.

Charles J. Joocey
NOTARY PUBLIC

CITY OF PROVIDENCE
RHODE ISLAND

WILLIAM E. McCABE
CITY SOLICITOR

JAMES J. CORRIGAN

FRANCIS D. McMANUS

HARRY GOLDSTEIN

VINCENT A. RAGOSTA

ASSISTANTS

GUERRINO A. BRUSCO

INVESTIGATOR

LAW DEPARTMENT

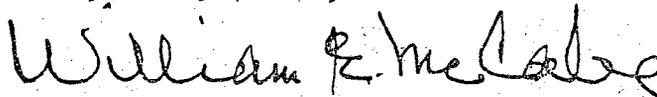
July 30, 1958

Mr. Joseph C. Keegan
City Controller
City Hall
Providence, R. I.

Dear Mr. Keegan:

I am enclosing executed copy of lease between
City of Providence and International Union of Operating
Engineers Local 57, together with a payment of \$375
representing the first quarter rent for the period
beginning July 1, 1958.

Very truly yours,



WILLIAM E. McCABE
City Solicitor

WEM:M

Enclosures--cash

RESOLUTION OF THE CITY COUNCIL

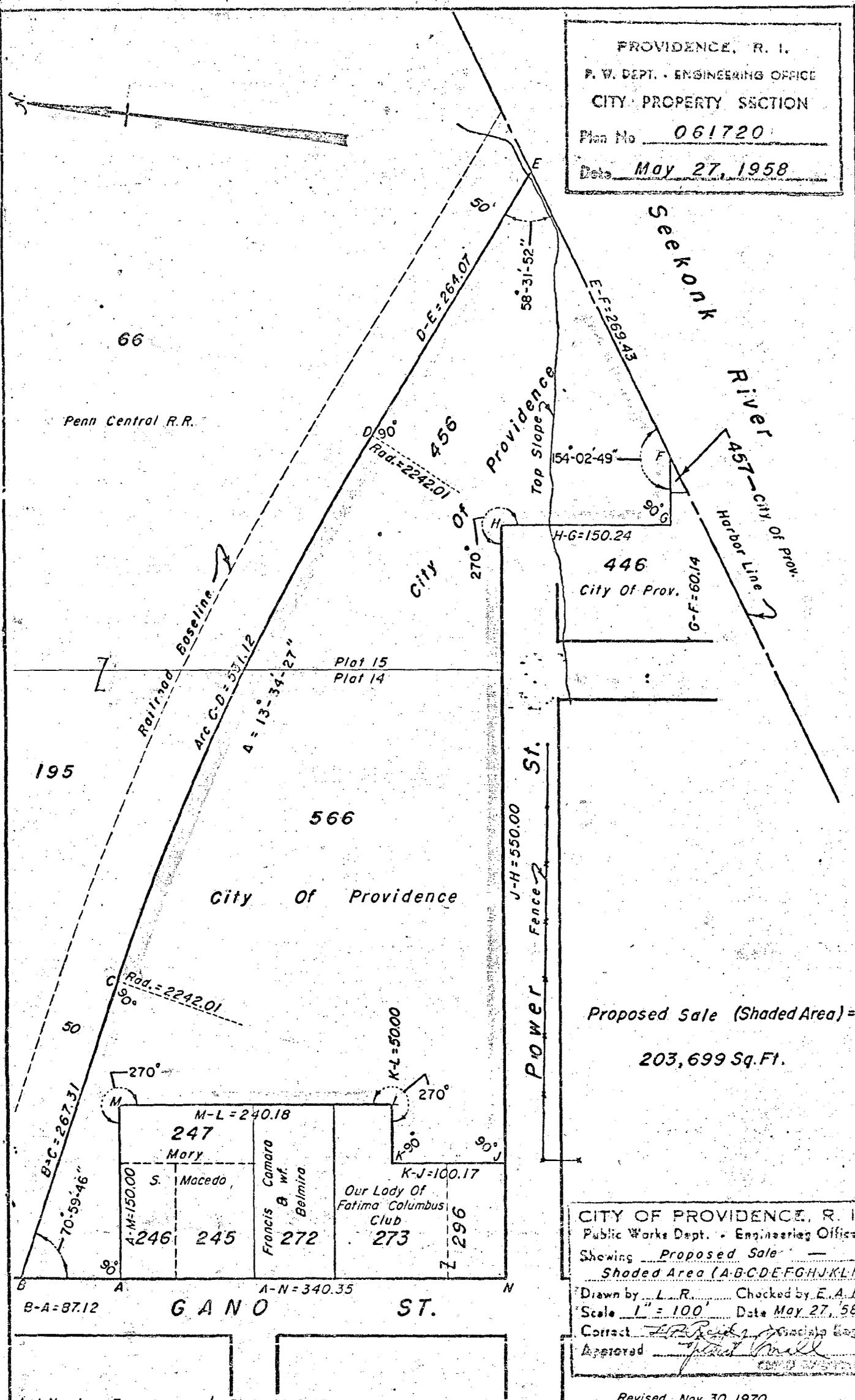
No. 442

Approved December 4, 1970

RESOLVED, That His Honor the Mayor be and he hereby is authorized to execute a deed of conveyance to Mildred W. Tracey, or her nominee, to Lots 566 on Assessor's Plat 14 and Lot 456 on Assessor's Plat 15, located in the City of Providence for the sum of \$30,000.00

Said parcel contains 203,699 square feet and is shown as shaded area and designated by the letters A-B-C-D-E-F-G-H-J-K-L-M-A on the accompanying plan entitled "Providence, R.I., P.W. Dept.-Engineering Office, City Property Section, Plan No. 061720, Date May 27, 1958, Revised November 30, 1970."

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No 061720
 Date May 27, 1958



Proposed Sale (Shaded Area) =
203,699 Sq. Ft.

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing Proposed Sale
 Shaded Area (A-B-C-D-E-F-G-H-J-K-L-M)
 Drawn by L.R. Checked by E.A.K.
 Scale 1" = 100' Date May 27, '58
 Correct [Signature]
 Approved [Signature]

Lot Numbers From Assessor's Plats 14 & 15.

Revised Nov 30, 1970

768
 A-92