

# RESOLUTION OF THE CITY COUNCIL



No. 40

Approved January 22, 2025

RESOLVED, That the City of Providence is hereby authorized by this Council to enter into a lease agreement with South Side Community Land Trust of 404 Broad Street for an initial period not to exceed ten years, for six city-owned lots located at 774, 786, 790, 792, 794 and 802 Manton Avenue.

IN CITY COUNCIL  
JAN 16 2025

READ AND PASSED, AS Amended

  
RACHEL M. MILLER, PRESIDENT  
  
SARA L. MARTISIANI  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 1/22/25

**LEASE**

This Lease is made and entered into by and between THE CITY OF PROVIDENCE (hereinafter “the City”), having an address of 25 Dorrance Street, Providence, RI 02903, and SOUTHSIDE COMMUNITY LAND TRUST, (hereinafter “Lessee”), having an address of 404 Broad Street, Providence, RI 02907, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**PREAMBLE**

WHEREAS, the City owns six parcels along the west side of Manton Avenue in Providence, being Lots 3 through 8 (inclusive) of the Manton Avenue Meadow Plat, recorded in Map Book 33 Page 68 at the Recorder of Deeds, and being more commonly known as:

<b>Plat</b>	<b>Lot</b>	<b>Address</b>
34	4	802 Manton Ave
34	304	774 Manton Ave
34	330	786 Manton Ave
34	331	790 Manton Ave
34	332	792 Manton Ave
34	333	794 Manton Ave

(hereinafter referred to as the “Parcels”); and

WHEREAS, Lessee wishes to lease the Parcels from the City in order to maintain a garden; and

WHEREAS, the City is willing to lease the same to Lessee;

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained and for the additional consideration hereinafter set forth, the parties hereto agree as follows:

**1. PARCEL, TERM AND RENT**

- 1.1 Lease.** The City hereby leases the Parcels to Lessee subject to the terms of this Lease, and Lessee hereby accepts.
- 1.2 Use.** Lessee will use the Parcels for the sole purpose of operating a garden.
- 1.3 Term.** The term of this Lease is ten years, starting on \_\_\_\_\_ and ending \_\_\_\_\_. The Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.
- 1.4 Renewal.** This Lease may renew for additional five-year terms, at the City’s discretion. The Lessee will provide written notice of intent to renew to the City’s Director of City Property no later than two months prior to the end of the current term.

**1.5 Rent.** Annual rent for the initial term will be One Dollar (\$1.00), which Lessee will pay on the date the Lease is signed. Rent for each subsequent year will be due on the first day of each subsequent year.

## **2. OPERATION AND MAINTENANCE OF PARCEL**

**2.1 Parcel As-Is.** Lessee acknowledges that the City is not making any representations, warranties, promises, or guarantees of any kind to Lessee, including, without limitation, any representations about the quality, condition, or suitability of the Parcels for use as a garden. In deciding to enter this Lease, Lessee has made its own independent evaluation of the suitability of the Parcels for a garden.

**2.2 No City Responsibilities.** Lessee has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcels, including, without limitation, obtaining any permits required. The City has no obligation to make any alterations, improvements, or repairs of any kind on the Parcels or to provide any services or other support.

**2.3 Compliance with Laws.** Lessee will use and operate the Parcels in compliance with all applicable zoning, environmental, civil and criminal federal, state and municipal laws and regulations. Notwithstanding the provisions of Section 4 below, should Lessee fail to comply with all such laws, rules and regulations, the City may terminate this lease by providing Lessee with seven days' notice, and may require that Lessee immediately vacate the Parcels.

**2.4 Maintenance.** Lessee will maintain the Parcels in a clean and neat fashion, promptly removing any weeds, overgrowth, trash, or other waste. Lessee will promptly harvest edible plants.

**2.5 Operation.** Garden operating hours will be from sunrise to sunset. Lessee shall promulgate garden rules and regulations concerning, at least, the hours of operation and the guidelines for conduct. These rules and regulations shall be prominently posted at the entrance of the garden.

**2.6 Security.** Unless Lessee demonstrates to the City that doing so would be impractical, Lessee will install and maintain a system (such as fences and locks) to prevent entrance to the garden outside of operating hours and/or when the Parcels are unattended.

**2.7 No Alterations.** Lessee may not make or permit any other person to make alterations or improvements to the Parcels without the City's prior written consent, except for sheds, fences, raised beds, hoop houses, benches, bicycle racks, picnic tables, compost systems, rain barrel systems, and other features common to gardens. On the expiration or termination of this Lease, all improvements and alterations to the Parcels will become property of the City, except non-permanent improvements, and the City will have no obligation to reimburse Lessee.

**2.8 Equipment and Structures.** If Lessee keeps equipment or tools on the Parcels, Lessee must install a toolbox or shed and make all reasonable efforts to keep tools stored away when not in use for gardening.

- 2.9 No Transfers.** Lessee may not assign, mortgage, pledge, encumber, or otherwise transfer this Lease. Any attempted transfer in contravention of this Section is void and will constitute a default under this Lease.
- 2.10 Sublease.** Lessee may sublet parts of the Parcels for use by others for the sole purpose of gardening (“Tenants”). Lessee may sublease plots to Tenants for a charge of up to \$100.00 per plot, the exact amount to be determined by the Lessee based upon the size of the plot and ability to pay. This charge is subject to amendment only upon approval of the City. Lessee shall use all funds Lessee receives from Tenants only for the management of the gardens and for the payment of utilities. The City reserves the right to audit the use of all such sublease payments.
- 2.11 Right of Inspection.** The City may enter the Parcels at all reasonable times to inspect the Parcels and evaluate whether Lessee complies with the terms of this Lease, and to take any other actions the City believes are appropriate to protect the City’s interest in the Parcels. Lessee shall provide the City access to the Parcels including keys to any gates to the Parcels. This Section 2.11 does not impose any duty on the City to inspect the Parcels, report to Lessee the results of any inspection, or to assume any liability of any nature or kind arising from the City’s actual inspection or failure to inspect the Parcels.
- 2.12 Liens.** Lessee will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcels (including any mechanic’s or materialmen’s liens). Lessee will keep the Parcels free and clear of any and all liens arising out of any work performed or materials furnished to Lessee for or at the Parcels, and any other obligations Lessee incurs.
- 2.13 No Fires.** Lessee may not permit, start, or maintain any open fires or burning of weeds on the Parcels.

### **3. EXPENSES**

- 3.1 Utilities.** Lessee will have sole responsibility for obtaining and paying for all water, electricity, heat, sewage, storm sewer, or any other utility service used on the Parcels during the Lease term.

### **4. TERMINATION**

- 4.1 Breach by Lessee.** If Lessee breaches any of its duties or obligations under this Lease, the City may provide Lessee with written notice of the breach. Except as provided in section 2.3 above, Lessee may cure the breach within ten days after receipt of such notice. If Lessee fails to cure the breach, the City may terminate this Lease by providing written notice, with the termination date effective five days after delivery of such notice to Lessee. The City, in its sole discretion, will determine whether the breach has been cured.
- 4.2 Yielding Possession.** Upon termination of this Lease, Lessee will leave and surrender the Parcels to the City in at least as good order and condition as on the date that this Lease is signed.

- 4.3 Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to the City. Lessee and the City will cooperate in good faith in reasonable transition activities prior to and after termination in order to minimize impact on the community and the City's use of the Parcels. Lessee shall remove all soil and other materials from the Parcels not later than one month after the termination or expiration of this Lease.
- 4.4 Personal Property.** If Lessee or any Tenant leaves any personal property on the Parcels after the termination of this Lease, the City may store it at a warehouse or any other location for Lessee's account and at Lessee's a risk. The City will release the property only when Lessee pays all charges relating to storage and all other amounts Lessee owes under this Lease. If Lessee does not reclaim its property within six months, the City may keep said property.
- 4.5 Holding Over.** If the City terminates this Lease, any holding over by Lessee after termination of this Lease without the City's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcels.
- 4.6 Cumulative Remedies.** All of the City's rights, powers and remedies under this Lease are cumulative and not alternative and are in addition to all legal and equitable rights, powers, and remedies of the City. The exercise of any one or more of these rights or remedies will not impair the City's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

## **5. INDEMNITY AND WAIVER OF LIABILITY**

- 5.1 Indemnification.** Lessee will defend, indemnify, and hold the City and the City's agents and employees harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any other person in a relationship with Lessee, or any other person present on the Parcels (collectively "Lessee Parties") which losses may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcels, or (b) any breach by Lessee of this Lease, except to the extent the Losses are caused by the gross negligence or willful misconduct of the City. This Section will survive any termination of this Lease.
- 5.2 Waiver of Liability.** Lessee releases and waives all claims against the City with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee Parties from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of the City; (b) any loss or damage or injury to any property on or about the Parcels, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by Lessee and is caused by gross negligence or willful misconduct of the City; or (c) the condition of the Parcels and suitability of the Parcels for use as a garden. The City shall not be liable to Lessee for (i) any damage or damages of any nature whatsoever caused by explosion, fire, theft, crime, or negligent

behavior, or (ii) by sprinkler, drainage, plumbing, or irrigation systems, or (iii) by failure (due to any cause) to supply adequate drainage, including by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcels; or (iv) by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or (v) for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcels, or (vi) by anything done or omitted to be done by Lessee Parties or any other person on the Parcels. In addition, the City shall not be liable for any Losses for which Lessee is required to insure. This Section 5.2 will survive any termination of this Lease.

## 6. INSURANCE

- 6.1 Insurance.** Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming the City as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than \$500,000.00. Coverage shall be provided on an “occurrence” basis and not a “claims made” basis.
- 6.2 Evidence of Insurance.** On or before the date the City delivers possession of the Parcels to Lessee, Lessee will provide the City with a copy of the insurance policies required by Section 6.1. Lessee will deliver to the City evidence of each renewal or replacement of any required insurance policy at least ten days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to the City a certificate of insurance evidencing Lessee’s insurance policies, provided that the City also receives a copy of the endorsement naming the City as an additional insured

## 7. GENERAL PROVISIONS

- 7.1 Entire Agreement.** This Lease is the entire agreement between the City and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between the City and Lessee relating to the same subject matter.
- 7.2 Modification and Severability.** This Lease may be modified only as stated in a writing signed by both the City and Lessee which specifically states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.
- 7.3 Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

**7.4 Governing Law; Jurisdiction and Venue.** This Lease is governed by Rhode Island law. Lessee consents to the exclusive jurisdiction and venue of the state and federal courts of Providence, Rhode Island.

**7.5 Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier to the parties at:

John Arzoomanian  
Director of Public Property  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Margaret DeVos  
Executive Director  
Southside Community Land Trust  
404 Broad Street  
Providence, RI 02907

These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier.

*The remainder of this page is left intentionally blank.*

IN WITNESS WHEREOF, the City and Lessee have executed this instrument dated as of the first above written.

**CITY OF PROVIDENCE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form and correctness:

Date: \_\_\_\_\_

\_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me, through satisfactory evidence of identification, to be the person whose name is signed on the attached document, and who acknowledged that they signed the document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

**SOUTHSIDE COMMUNITY LAND TRUST**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me, through satisfactory evidence of identification, to be the person whose name is signed on the attached document, and who acknowledged that they signed the document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

**Proposal:** Multifamily Apartment Building  
*Currently Abandoned and/or Vacant Property*

691-693 Potters Ave f/k/a AP 43-506  
M-MU-75 Zone, 4,100 sqft Lot

**Opportunity**

The Vargas Family owns the vacant lot in blue. The Parks Department owns a series of lots, noted in green, between Salem Street and the Rhode Island Energy building. The Vargas Family would like to acquire the Park's lot at the corner of Potters and Salem to build an apartment building.

This is an area of the City that needs investment, but not just any investment. It needs investment from the community for the community.

Merging the two lots into an 8,000sqft parcel and constructing an apartment building would be a stabilizing anchor for the neighborhood. More importantly, every neighborhood needs people bold enough to invest first, and the Vargas are not only willing to commit to the community, they're from the community.

