

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESCINDED BY RESOLUTION
NO. 393 - Approved 8/18/1989

RESOLUTION OF THE CITY COUNCIL

No. 260

Approved May 6, 1988

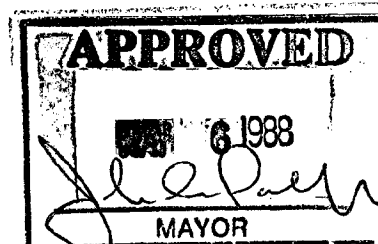
RESOLVED, that His Honor, The Mayor, is hereby authorized to execute a lease of part of Lot 74 on City Assessor's Plat 1, located along Selkirk Street, said lot to be leased to Duane J. Lockaby and Duane D. Lockaby, both individuals, d/b/a Lock's Auto Sales, of Pawtucket, Rhode Island for the sum of Seventy-Five (\$75.00) Dollars per month for a five (5) year period, with option to renew and re-negotiate for a second five (5) year period and with such other terms and conditions as have been imposed by the Committee on City Property.

IN CITY COUNCIL
MAY 5 1988

READ AND PASSED


PRES.


CLERK



THE COMMITTEE ON
CITY PROPERTY

Approves Passage of
The Within Resolution

George W. Menasha
Clerk Chairman

April 20, 1905

EDWARD C. CLIFTON, ESQ.
CITY SOLICITOR



JOSEPH R. PAOLINO, JR.
MAYOR

Department of Law
"Building Pride In Providence"

May 2, 1988

Rose Mendonca
City Clerk
City Hall
Providence, RI 02903

Dear Ms. Mendonca:

As per our conversation of even date, please recommend to the City Council that the resolution involving property along Selkirk Street in Providence be sent back to the Committee on City Property. It has come to my attention that a strong possibility exists that this is in fact state and not city property. I will investigate further and report to the Committee as soon as possible.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in cursive script, reading "Patricia A. McLaughlin".

PATRICIA A. McLAUGHLIN
Special Counsel

PAM/vav

25

Bucci Law Offices

Anthony J. Bucci, Jr. *
Elaine T. Bucci

Attorneys at Law
1920 Mineral Spring Avenue
No. Providence, Rhode Island 02904

Telephone (401) 353-1300

*Member of R.I. & Mass. Bars

September 15, 1987

/

The Honorable Andrew J. Annaldo
City Clerk's Office
City Hall
Providence, Rhode Island 02903

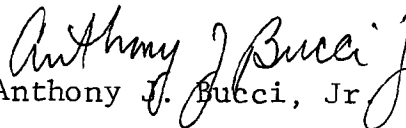
ATT: Lockaby/City Property

Dear Mr. Annaldo:

As you know from my May 6, 1987 letter, my client, Duane Lockaby, is desirous of leasing a small parcel of City property which is adjacent to his used car business. I have taken the liberty of drafting a proposed lease between my client and the City of Providence which is enclosed herein.

If you have any questions regarding our proposal please do not hesitate to contact me. I look forward to hearing from you at your earliest possible convenience.

Sincerely,


Anthony J. Bucci, Jr.

AJB, Jr.:emo
Enclosure

LEASE

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 1987, by and between the City of Providence, a municipal corporation created under the laws of the State of Rhode Island, with a place of business at City Hall, Providence, Rhode Island, (hereinafter called "Lessor"); and Duane J. Lockaby and Duane D. Lockaby, both individuals, d/b/a Lock's Auto Sales, with a place of business at 1 Colfax Street, Pawtucket, Rhode Island, and their successors and assigns (hereinafter called "Lessee").

1. DESCRIPTION OF PROPERTY

1.1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, Lessor leases to Lessee, and Lessee leases from Lessor, property located on Selkirk Street, Providence, Rhode Island as described more particularly below:

See Exhibit A which is attached hereto and incorporated by reference herein for a legal description of said property.

See Exhibits B (Location Plan No. 2 to Federal Aid Project No. IXAM-S083(005)) and C (Sheet No. 4 to State Plat No. 1971) which are attached hereto and incorporated by reference herein for location information.

2. TERM

2.1. The Lessee, its successors and assigns, are to have and to hold the above described premises together with the rights and appurtenances thereto for an original term of five (5) years. Said original term shall commence on _____, 1987.

2.2. First Extension: Provided that the said Lessee be not in default in the keeping and performing of any of the covenants or provisions of this Lease, it shall have the option, right and privilege of an extended term hereof for an additional period of five (5) years, commencing at midnight on the day on which the original term of this Lease terminates.

2.3. The parties agree that said Lease extension shall be automatic so that unless the Lessee shall give to the Lessor notice that it does not intend to extend this Lease, which notice must be given not later than fifteen (15) days prior to the expiration of the term specified above, or the then existing extended term, the parties hereto shall be bound each to the

other, to the obligations, covenants and agreements of this Lease for such additional term as set forth in said extensions.

3. RENT

3.1. Lessee agrees to pay to Lessor, at the office of Lessor, at Providence, Rhode Island, or at such other place designated by Lessor to Lessee, without any prior demand therefor and, except as expressly provided herein, without deduction or set-off whatsoever, the following base rent:

FIRST FIVE YEAR TERM:

<u>Monthly Rate</u>	<u>Annual Rate</u>
\$75.00	\$900.00

SECOND FIVE YEAR TERM:

<u>Monthly Rate</u>	<u>Annual Rate</u>
\$100.00	\$1,200.00

All Rent shall be payable, in advance on the first business day of each calendar month during the term hereof.

3.2. PAST DUE RENT: A late charge of Ten (\$10.00) dollars per day is to be paid by Lessee for each day payment of rent or adjustments to rent or other charges is delayed after the tenth day of each month.

4. POSSESSION, OCCUPANCY AND USE

4.1. Possession: Lessor agrees that it will deliver possession of the demised premises to Lessee in the same condition as said premises presently are, excepting only reasonable wear and tear, free and clear of all tenants or other occupants.

4.2. Occupancy: Lessee shall have the right, after the date of signing of this Lease for the demised premises, whenever Lessee shall deem it appropriate, to enter in, on and upon the demised premises and make such renovations, alterations and refurbishments thereto as it shall have the right to make in accordance with this Lease and install such fixtures, supplies, equipment and other property as it shall deem necessary or desirable.

4.3. Use: The demised premises are let for use by the Lessee to operate a used car dealership and other lawful purposes.

5.

UTILITIES

5.1. The Lessee agrees that it will pay all costs for gas, electricity and telephone used or consumed upon the demised premises as and when the charges for the same become due and payable. Further the Lessor agrees, during the original term of this Lease, and any extensions or renewals thereof, that it will maintain, at its sole cost and expense the water, gas, boiler, sewer, and electric systems on or about the demised premises.

6.

LESSOR'S TITLE

6.1. The Lessor warrants that at the commencement of this Lease Lessor will be seized in fee of the title to all of the land and premises herein designated as the demised premises, free and clear of all restrictions, encumbrances and easements, which might in any manner or to any extent prevent or affect the use of the entire premises for the purpose of the Lessee, or disturb its peaceful and quiet possession thereof. Lessor further covenants and warrants that so long as the Lessee fulfills the conditions and covenants of this Lease required by it to be performed, it will have, during the term hereof, or any extensions thereof, peaceful and quiet possession of the demised premises. Lessor further warrants that it has good right, full power and lawful authority to make this Lease for the term and any extension hereof.

7.

TERMINATION

7.1. Upon the expiration or earlier termination of the term hereof, or of any extensions thereof, the Lessee covenants to surrender and yield up peacefully and quietly to the Lessor possession of the demised premises in as good condition as they were at the time of delivery of possession as herein provided, reasonable wear and tear and damage by fire or other casualty or the elements excepted.

7.2. Upon the termination or expiration of the Lease for whatsoever cause, or the vacating of the premises by Lessee, the Lessee shall have the privilege and right to remove and upon request of Lessor shall remove, at its (Lessee's) own expense its moveable business fixtures, trade fixtures, furniture, machinery, equipment, signs, insignia and other indicia of the Lessee's tenancy or use.

8.

CONDEMNATION

8.1. If the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu of any such taking for public or quasi-public use under any or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession has been taken, neither party hereto incurring any liability to the other therefor.

8.2. In the event that a part of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu of any such taking for public or quasi-public use under any or by right of eminent domain so as to leave the remainder unsuitable for the operation of Lessee's business, Lessee may terminate this Lease without incurring any liability therefor by notice in writing to Lessor given within thirty (30) days after the date of such taking, which notice shall state the date upon which such termination shall take effect provided, however, that in no event shall such termination take effect sooner than the date possession has been taken.

8.3. In the event of a partial taking or appropriation of the demised premises not resulting in a termination of this Lease, Lessee shall be entitled to an abatement of the rent, immediately upon the taking, in such an amount as shall be just and equitable. In the event such amount cannot be agreed upon between the parties hereto, the same will be determined by arbitration in accordance with the rules of the American Arbitration Association.

8.4. All compensation awarded or paid upon such taking or purchase of the demised premises shall be paid to Lessor. However, this shall not limit the right of the Lessee to recover compensation from the taking authority solely by virtue of its status as a lessee so long as it would not reduce the amount of compensation that the Lessor would otherwise be entitled to receive.

9.

REPAIRS, ALTERATIONS AND IMPROVEMENTS

9.1. The parties agree that Lessee shall have the right to make renovations, alterations, improvements and refurbishments to the demised premises which it may deem necessary, desirable or expedient, all of which shall be at the sole cost and expense of Lessee and all of which shall be subject to applicable law. However, Lessee shall notify and obtain written consent from the Lessor before it makes any improvements or alterations in or to

the demised premises. Said consent shall not be unreasonably withheld.

9.2. Any improvements made by the Lessee to the demised premises shall become the property of the Lessor with the exception of the removable items hereinbefore described.

9.3. Notwithstanding the ownership of alterations, additions, or improvements made to the demised premises by the Lessee, the Lessee shall retain all rights to utilize depreciation deductions with respect to all alterations, additions or improvements made at the Lessee's expense.

9.4. Lessee shall promptly pay all amounts owing to its contractors and materialmen, so as to minimize the possibility of a lien attaching to the demised premises, and should any such lien be made or filed, the Lessee shall bond against or discharge the same within thirty (30) days after written request by the Lessor.

9.5. At the Lessee's expense, to keep the interior of the Premises clean, neat and in good order, repair and condition and to keep all refuse, rubbish and debris in covered containers.

9.6. Lessee shall not injure, overload, deface, or otherwise harm the Premises or commit any nuisance thereon.

9.7. Lessee hereby waives any rights to make repairs at the expense of Lessor which it may have under any present or future laws, ordinances, orders, rules and regulations of all federal, state and municipal governments.

10. ENTRY ON PROPERTY BY LESSOR

10.1. Lessee will permit Lessor and its authorized representatives to enter the demised premises at all reasonable times for the purpose of (a) inspecting the same and (b) making any necessary repairs thereto and performing any other work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such other work or to commence the same for thirty (30) days after written notice from the Lessor. Nothing herein shall imply any duty upon the part of Lessor to do any such work; and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. Lessor shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Lessee by reason making such repairs or the performance of any such work, and the obligations of Lessee under this Lease shall not otherwise be affected thereby, provided Lessor makes such repairs in an orderly manner.

11. LESSEE'S OPTION TO PURCHASE:

11.1. During the original or extended terms of this lease, provided that the said Lessee be not in default in the keeping and performing of any of the covenants or provisions of this Lease, the Lessee shall have the option to purchase the demised premises by giving not less than 60 days written notice sent by registered or certified mail to the Lessor of its exercise of this option. If such option is exercised, the Lessor and Lessee shall, within ten (10) days after such exercise, execute and acknowledge in duplicate the Purchase and Sale agreement attached to this lease as Exhibit A. If the option is exercised within the first term of this lease the purchase price shall be \$4,000.00. If the option is exercised within the second term of this lease the purchase price shall be \$5,000.00.

This option is not transferable or assignable.

12. COMPLIANCE WITH LAWS

12.1. During the term of this Lease, Lessee shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, which may be applicable to the demised premises.

13. INSURANCE

13.1. Lessee shall make no claim against Lessor for any loss, damage or injury to Lessee or Lessee's property arising out of any fire, theft or casualty in the demised premises of the building of which the same form a part except in cases of the omission, fault, negligence or other misconduct of Lessor's servants, agents or employees. If the premises become uninhabitable by reason of fire not caused by Lessee's negligence, his agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition. Lessor or management are not obligated to rebuild or restore the premises.

13.2. Public Liability and Property Damage Insurance: From and after the commencement date of this Lease and throughout the term of this Lease and any extensions thereof, the Lessee shall protect, indemnify and save harmless the Lessor from and against any and all liability to third parties incurred by any act or neglect of the Lessee, or any of its agents, servants or employees, in, on or about the demised premises, and shall at all

times at its own cost protect the Lessor with public liability insurance and property damage insurance in amounts not less than \$500,000.00 in case of damage or injury to any one person, nor less than \$500,000.00 for any one accident, and \$100,000.00 with respect to damage to property. Certificates evidencing the existence of the insurance coverage shall be delivered to the Lessor upon request prior to the commencement of the term of the Lease and thereafter at least thirty (30) days prior to the expiration of any existing policy. Such policies shall provide that the Lessor shall receive thirty (30) days notice of any material change or cancellation thereof.

13.3. In the event of any damage or destruction of the premises resulting from a cause or casualty covered by insurance as hereinbefore provided, the Lessee shall promptly notify the Lessor and the insurer and within sixty (60) days file proof of loss with the insurer and proceed with the collection of the claim without delay.

13.4. In case of any loss covered by insurance, Lessor and Lessee shall each lend its cooperation and assistance to its adjustment with any insurance company involved, to such extent as may reasonably be necessary, and Lessee may by itself agree to an adjustment of any such loss with any insurance company. Each policy of insurance shall contain a provision, that no act or omission of Lessee shall effect or limit the obligation of the insurance company to pay Lessor or Mortgagee, if any, the amount of any loss sustained and to the extent obtainable, that the insurer shall not be subrogated to any claim that Lessee might otherwise have against Lessor arising out of such loss.

14. SUBLETTING and ASSIGNMENT

14.1. Lessee shall not assign nor in any manner transfer this Lease or any estate or interest therein, nor permit any transfer thereof by operation of law, nor permit any use or occupancy of the same other than by Lessee, nor sublet the demised premises or any part thereof, nor grant any license, concession or other right of occupancy of any portion of the demised premises, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. No assignment, sublease, or transfer of the whole or any part of the demised premises nor the permitting of other use or occupancy of the same shall in any way affect or reduce Lessee's obligations under this Lease.

15.

BREACH OR DEFAULT

15.1. If Lessee shall be in default in the payment of rent, or any part thereof or of other sums payable by Lessee hereunder at the times and places herein fixed for the payment thereof and said default shall continue fifteen (15) days (whether or not the payment of said rent shall have been demanded), or if default shall be made in any other of the covenants or provisions herein contained on the part of Lessee to be kept and performed and if such default shall continue for a period of twenty (20) days after notice to Lessee (except if such default cannot reasonably be cured within such time, then Lessee shall have such time as is reasonably necessary to cure said default, provided that Lessee does so in a prompt and diligent manner), or if Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or shall be adjudged bankrupt, or if a permanent receiver of the property of Lessee shall be appointed or Lessee shall be declared bankrupt or insolvent according to law, or if the estate hereby created shall be deserted or vacated, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, it shall be lawful for Lessor thereupon or at any time thereafter, while such default, assignment, insolvency, legal proceedings, desertion, vacancy or neglect shall continue, or be in effect to terminate this Lease and all of Lessee's interest hereunder by giving written notice to Lessee of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), and/or, at Lessors option, without demand or notice, and with or without process of law to enter upon and into the demised premises or any part thereof in the name of the whole, and to declare this Lease at an end and in such case expel Lessee and those claiming under it without being guilty of any manner of trespass without prejudice, however, to Lessor's claims for rent or other claims for breach of covenant hereunder, it being expressly understood and agreed that this Lease shall not continue or inure to the benefit of any assignee, receiver or trustee in bankruptcy, excepting at the option of Lessor. Lessee covenants that in case of the termination of this Lease in any manner specified in the foregoing proviso, Lessee will indemnify and save harmless Lessor against all loss of rent or other payments.

15.2. At any time or from time to time after any such termination or expiration, Lessor may relet the demised premises or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Lessor, in its uncontrolled discretion, may determine and Lessor may collect and receive the rents therefor. Lessor shall use reasonable efforts to mitigate damages.

15.3. No such expiration or termination of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination.

16. NO ACCORD and SATISFACTION

16.1. No Accord and Satisfaction. No acceptance by Lessor of a lesser sum than the Rent provided for herein, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice or Lessor's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

17. NOTICES

17.1. All notices to the Lessee shall be sent by registered or certified mail addressed to the Lessee at its business offices at _____, Rhode Island or at such other address as the Lessee shall designate in writing to Lessor, with a copy to _____.

17.2. All notices to the Lessor shall be sent by registered or certified mail addressed to the Lessor at its business offices at 1535 Smith St., North Providence, Rhode Island or at such other address as the Lessor shall designate in writing to Lessee, with a copy to Anthony J. Bucci Jr. Esq., 1920 Mineral Spring Ave., North Providence, Rhode Island, 02904.

17.3. Notwithstanding any provisions in this lease to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either party to the other.

18. ENTIRE AGREEMENT and MODIFICATION

18.1. Neither the Lessor nor the Lessee nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with the terms of this Lease. Any and all representations by either of the parties or their agents made during negotiations prior to execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this agreement constitutes the entire, full

and complete agreement between Lessor and Lessee with respect to the demised premises and supersedes any and all prior agreements.

18.2. No modification, alteration or amendment of this Lease shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

19.

MISCELLANEOUS

19.1. Holding Over: If Lessee shall hold possession of the demised premises beyond the term specified herein, Lessee shall pay to Lessor, for each month or portion thereof as Lessee shall retain possession, 150% of the rent and other charges specified herein, and shall be liable to the Lessor for any and all lost rentals and other damages sustained by Lessor by virtue of such continued occupancy. In the absence of any express, written agreement between Lessor and Lessee, no act or failure to act by Lessor shall be deemed an acceptance of Lessee's occupancy for any fixed term (beyond the term fixed herein) in excess of one month. Nothing herein shall preclude Lessor from the exercise of any right of re-entry or other remedy under this Lease or under Law.

19.2. Relationship: It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Lessee shall be an independent contractor, and that nothing in this agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever, and neither shall have power to bind or obligate the other except as set forth herein.

19.3. Construction: All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable.

19.4. Original Copies: This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

19.5. Captions: The captions appearing in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or construe or describe the scope or intent of any provisions of this Lease nor in any way affect this Lease.

19.6. Binding Effect: The terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal

representatives, successors and assigns and any person or persons, natural or corporate, claiming through or under them, or any of them; provided, however, that as used herein "Lessor" shall mean the owner for the time being of the Lessee's estate and the property in the demised premises. If such estate and property is sold or transferred, the seller or transferor shall thereupon be relieved of all obligations and liabilities thereafter arising or occurring under this Lease, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities thereafter arising or occurring under this Lease, or based upon occurrences or situations thereafter arising or occurring.

19.7. Severability: In the event any provision or clause of this Lease be declared invalid by act of any public authority or in the course of judicial or arbitration proceedings, such invalidity shall not affect the continuing validity of the remaining clauses and paragraphs hereof.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed on the date first above written.

City of Providence

By: _____, Authorized Agent

By: _____
Duane J. Lockaby

By: _____
Duane D. Lockaby

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the ____th day of _____, 1987, before me personally appeared _____, as an authorized officer of the City of Providence., to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed in said capacity to be his/her free act and deed and the free act and deed of the City of Providence.

NOTARY PUBLIC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the ____th day of _____,
1987, before me personally appeared Duane J. Lockaby, to me
known, and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument, by him executed
to be his free act and deed.

NOTARY PUBLIC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In _____ on the ____th day of _____,
1987, before me personally appeared Duane D. Lockaby, to me
known, and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument, by him executed
to be his free act and deed.

NOTARY PUBLIC

EXHIBIT A

Beginning at a point at the intersection of the easterly city street line of Selkirk street, said point being located eighty-seven and 50/100 (87.5+) feet, more or less, easterly of and opposite station 15+18.75+ on said North Baseline of Smithfield Avenue;

thence northwesterly along a new street line following the arc of a curve to the left having a radius of thirty-three and 42/100 (33.42) feet and a central angle of seventy-two degrees, fifty-seven minutes, fifty-four seconds (72°-57'-54'') along the new Selkirk street line, to a point located fifty-three and 67/100 (53.67) feet easterly of and opposite station 15+48.79 on said North Baseline of Smithfield Avenue;

thence northwesterly along a new street line following the arc of a curve to the right having a radius of ten and 00/100 (10.0) feet and a central angle of eighty-eight degrees, fifty-seven minutes, fifty-six seconds (88°-57'-56'') along the new Selkirk street line and the west state highway line of Smithfield Avenue as established on State Highway Plat No. 1971, to a point located forty-three and 67/100 (43.67) feet easterly of and opposite station 15+58.61 on said North Baseline of Smithfield Avenue;

thence northerly along a new state highway line of Smithfield Avenue following the arc of a curve to the right having a radius of two thousand and 00/100 (2000.0) feet and a central angle of four degrees, fifty-six minutes, twenty-four seconds (4°-56'-24'') along said Smithfield Avenue state highway line, to a point located thirty-six and 57/100 (36.57) feet easterly of and opposite station 16+94.73 on said North Baseline of Smithfield Avenue;

thence southeasterly along the existing city line of Pawtucket and Providence to a point located ninety-four and 00/100 (94.0+) feet, more or less, easterly of and opposite station 15+21+ on said North Baseline of Smithfield Avenue;

thence southwesterly to the point and place of beginning.

The above described area comprises the shaded area on Exhibit B.

THE COMMITTEE ON

CITY PROPERTY

Recommends

Be Continued

Recommendation

Clerk

Dec 1, 1987

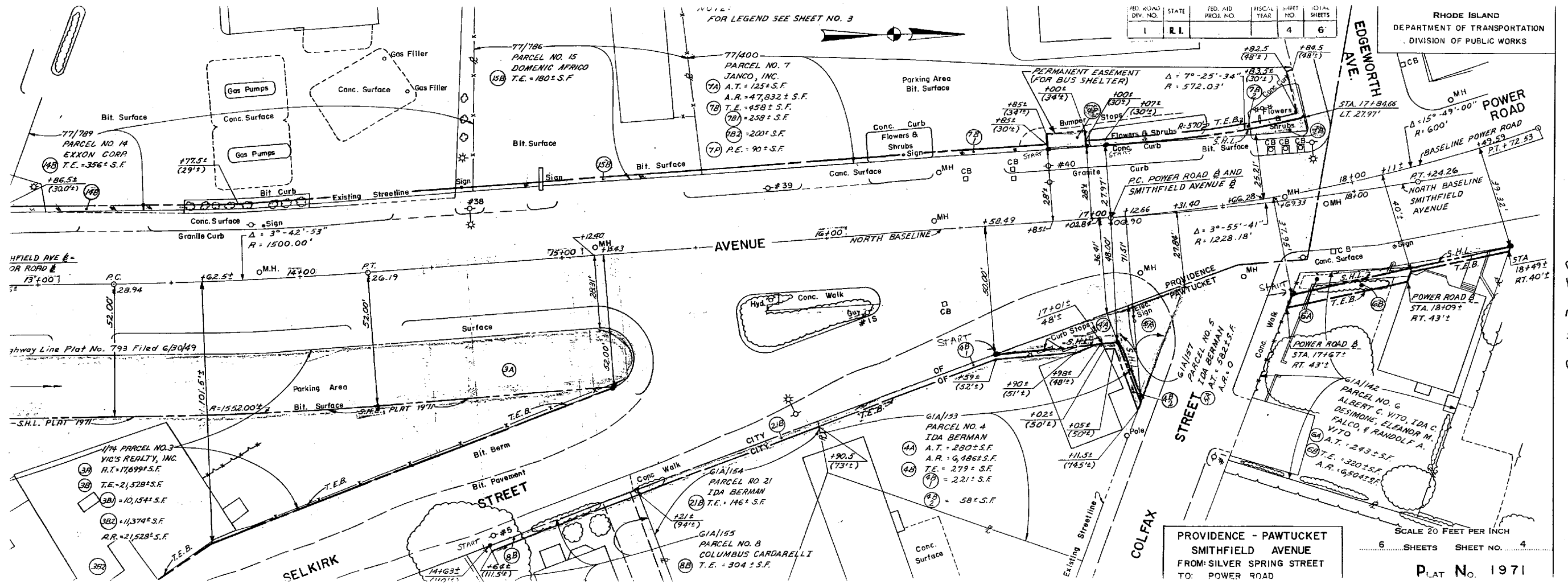


EXHIBIT C

Bucci, Bucci and Bucci

Anthony J. Bucci
Anthony J. Bucci, Jr.*
Elaine T. Bucci

Attorneys at Law
1920 Mineral Spring Avenue
No. Providence, Rhode Island 02904

Telephone (401) 353-1300

*Member of R.I. & Mass. Bars

May 6, 1987

The Honorable Andrew J. Annaldo
City Clerk's Office
City Hall
Providence, Rhode Island 02903

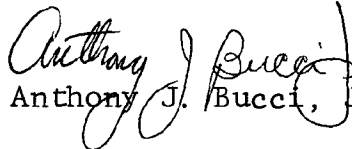
ATT: City Property

Dear Mr. Annaldo:

A client of mine is desirous of leasing a small parcel of City property which is adjacent to his used car business. My client is Duane Lockaby and he operates his business under the name of Lock's Auto on Colfax Street, Pawtucket, Rhode Island which is on the Providence-Pawtucket City line. My client is also interested in having an option to purchase inserted in any lease that may be negotiated between him and the City of Providence. The City parcel is a small rectangular shaped parcel of absolutely no use or value to the City of Providence. I have enclosed a copy of a survey map which indicates the location of the City parcel.

I look forward to hearing from you at your earliest possible convenience.

Very truly yours,


Anthony J. Bucci, Jr.

AJB, Jr.:emo
Enclosure

THE COMMITTEE ON
CITY PROPERTY

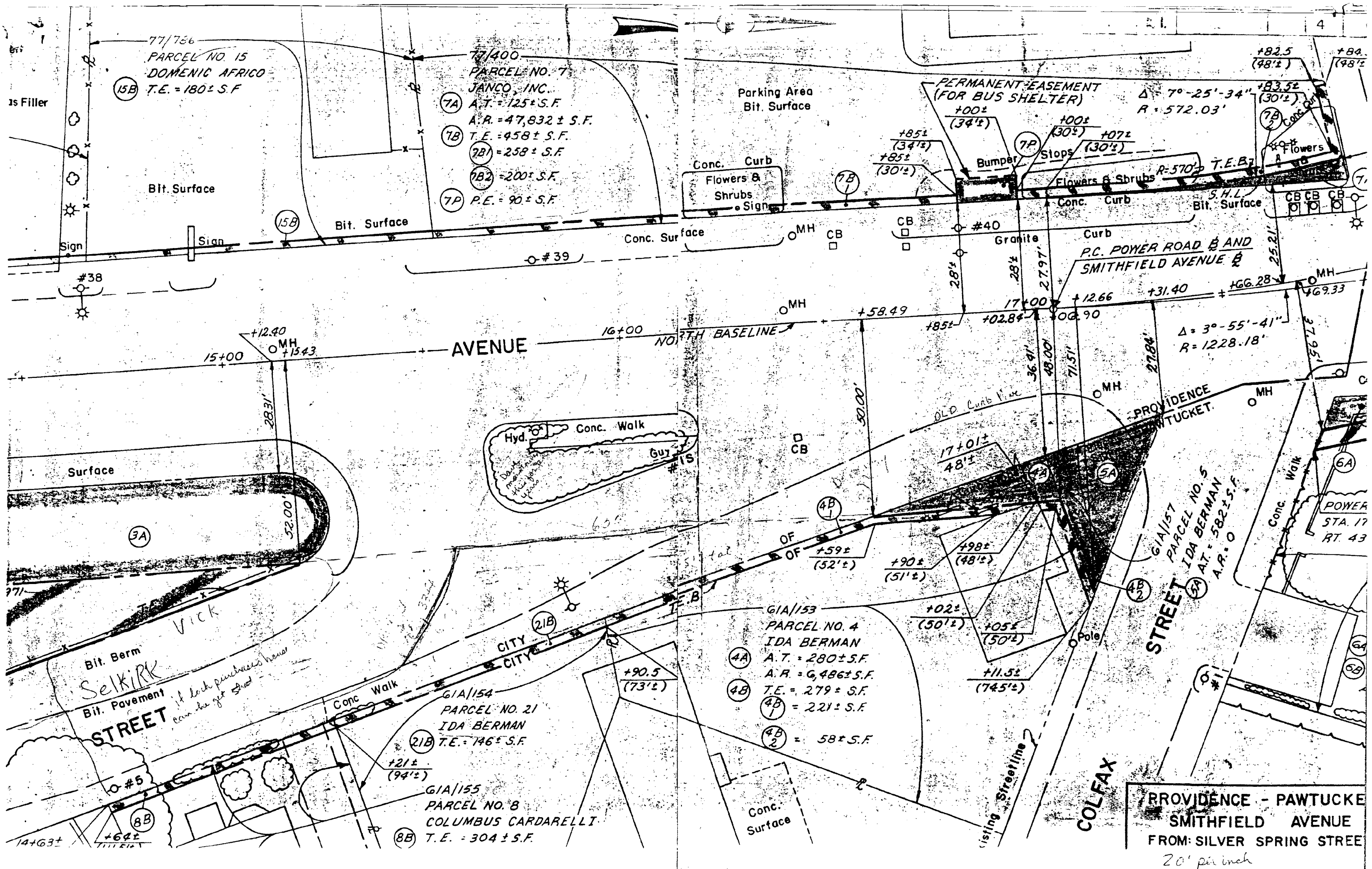
Recommends

Be Continued

Rose M. Menlove

Clerk

Sept 7, 1987





Department of Law
"Building Pride In Providence"

May 5, 1988

Rose Mendonca,
City Clerk
City Hall
Providence, Rhode Island 02903

Dear Mrs. Mendonca:

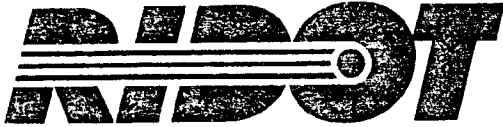
Enclosed please find a letter from Matthew Gill, Jr., Director of the Rhode Island Department of Transportation which indicates that the State no longer has an interest in the area desired to be leased by Duane D. Lockaby and Duane J. Lockaby. Since there is no longer a possibility that this is state property, the Resolution previously drafted by me and under separate cover may be passed to the City Council.

If you have any further questions, please feel free to contact me.

Very truly yours,

Patricia A. McLaughlin
Patricia A. McLaughlin
Assistant City Solicitor

PAM/sms



Rhode Island Department of Transportation

STATE OF
RHODE ISLAND
AND PROVIDENCE
PLANTATIONS

Office of the Director
210 State Office Building, Providence, R.I. 02903-1124
(401) 277-2481

February 26, 1988

Anthony A. Giannini, Jr., Esq.
Deputy City Solicitor
Department of Law
City of Providence
City Hall
Dorrance Plaza
Providence, Rhode Island 02903

Re: Smithfield Avenue Lock's Auto Sales Lease

Dear Mr. Giannini:

With reference to your letter dated February 12, 1988, our staff has researched the question of whether the State has a property interest in the area covered by this lease.

My staff reports that we did have a federal project in this area and had temporary easement over the property concerned, but the project is completed and the State no longer has an interest in this area since Smithfield Avenue in Providence is a city street and the State highway does not begin until the Pawtucket boundary.

If you have any further questions, please feel free to contact me or Sidney Clifford, Jr., Esq. of our Legal Section.

Sincerely yours,

Matthew J. Gill, Jr.
Director

cc: Sidney Clifford, Jr., Esq.
Joseph Spicola