

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 618

Approved November 24, 1986

RESOLVED, that his Honor, the Mayor, be and he hereby is authorized to execute a lease to the South Side Community Land Trust, a non-profit organization, for premises located in the City of Providence, being Plat No. 48 on Lots numbered 703, 706, 707, 711, 715, 721, 741, 743, 745, 794 at an annual rental of ONE (\$1.00) DOLLAR per year; said lease to be for a term of ONE (1) YEAR, subject to such other terms and conditions as may be approved by the Mayor and the City Solicitor, said lots to be used for community gardening.

IN CITY COUNCIL

NOV 20 1986

READ AND PASSED, as amended

Richard W. Egan
PRES.

Rose M. Mendonca
CLERK

APPROVED

NOV 24

John L. Paulish

FILED

JUN 11 9 47 AM '86

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

IN CITY COUNCIL

JUN 19 1986

FIRST READING

REFERRED TO COMMITTEE ON

CITY PROPERTY

Rose M. Mendonca CLERK

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk ~~Chairman~~

November 12, 1986

Councilman Glavin, Councilman Diller
Councilwoman Saypoli (By Request)



Department of Planning and Development

"Building Pride In Providence"

June 10, 1986

Rose Mendonca, City Clerk
City Hall
Providence, RI

Re: Lease of City Property


Dear Mrs. Mendonca:

This department has received a request from the South Side Community Land Trust to lease certain lots held by the City.

I have prepared a resolution and a lease on the form supplied by the City Solicitor for lots which are on Plat 48, Lots 703, 706, 707, 711, 715, 721, 741, 745, 743, 794 and further depicted on attached map. I request that this resolution be placed on the Council Docket for the June 19, 1986 meeting.

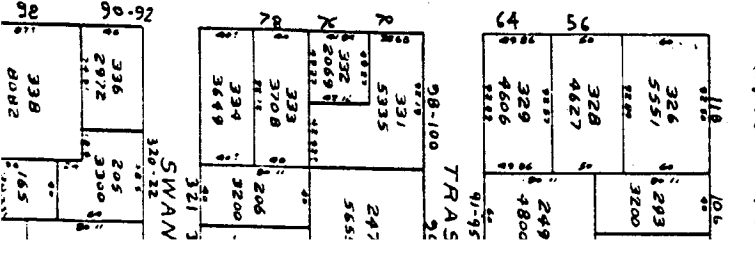
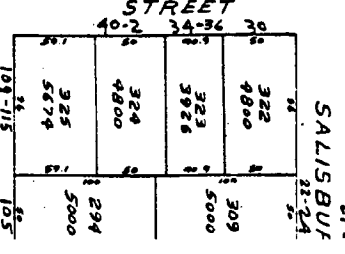
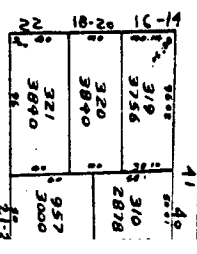
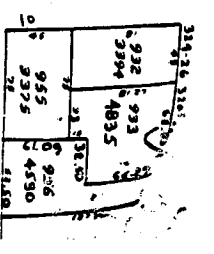
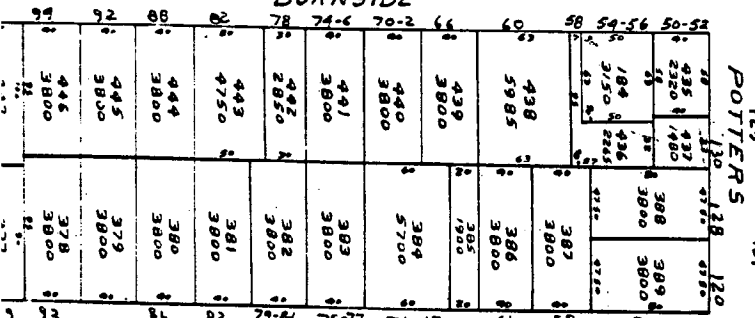
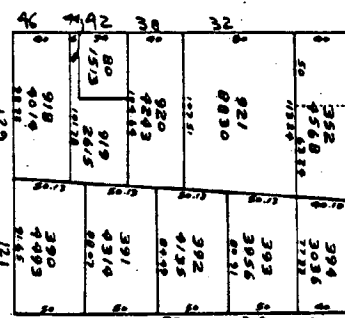
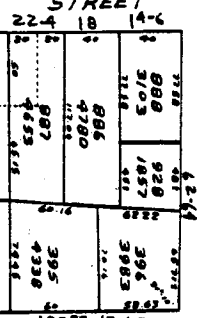
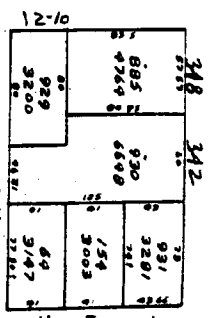
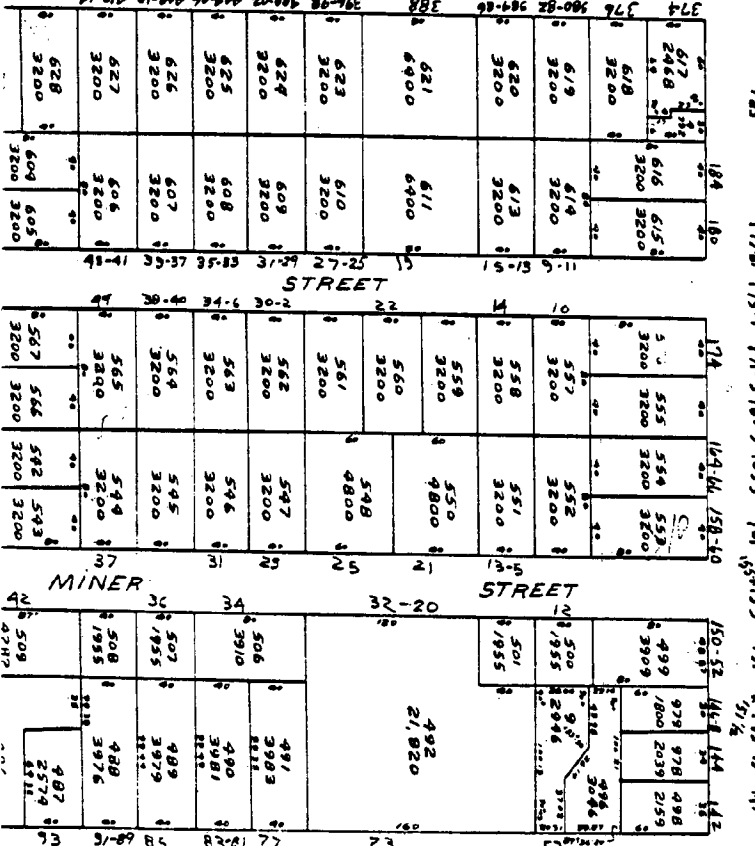
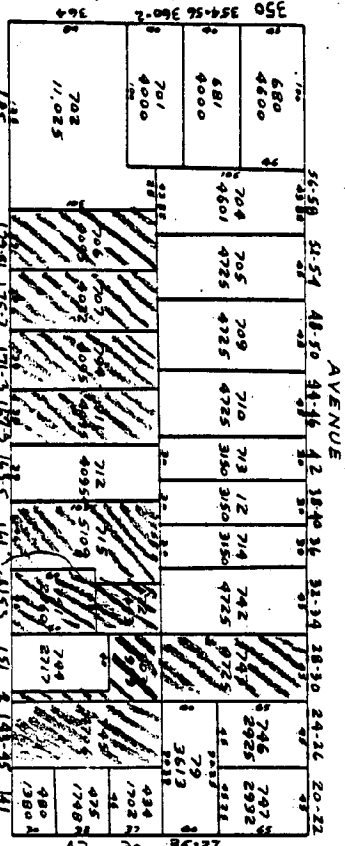
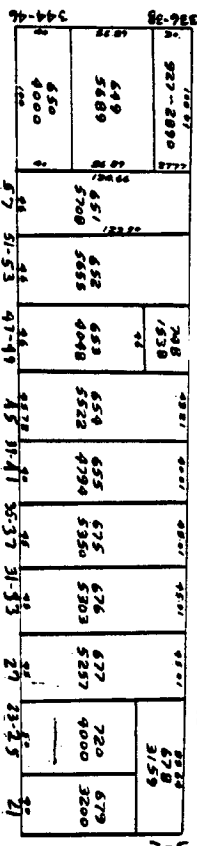
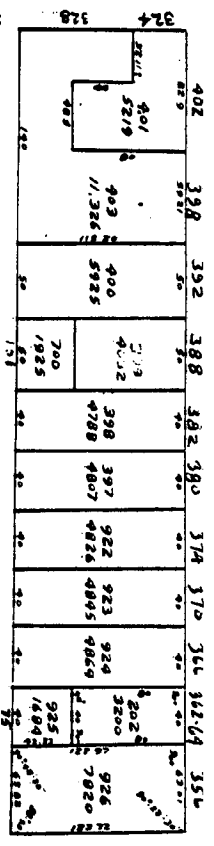
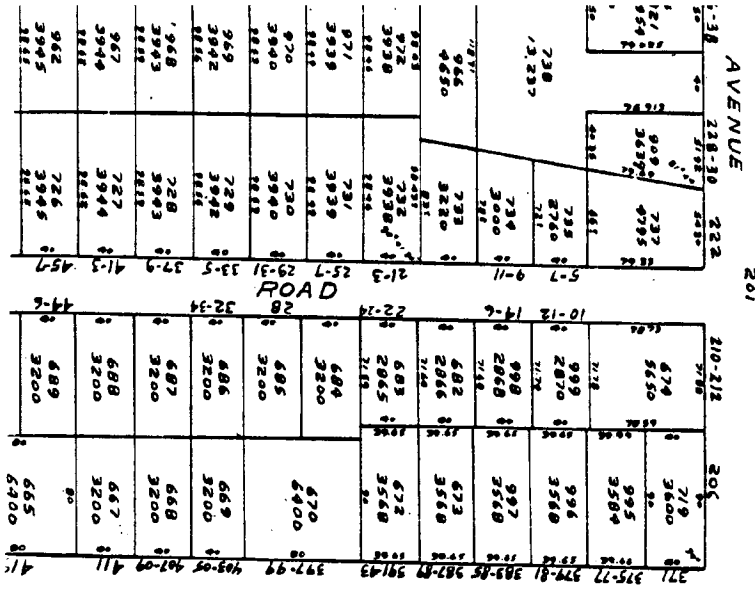
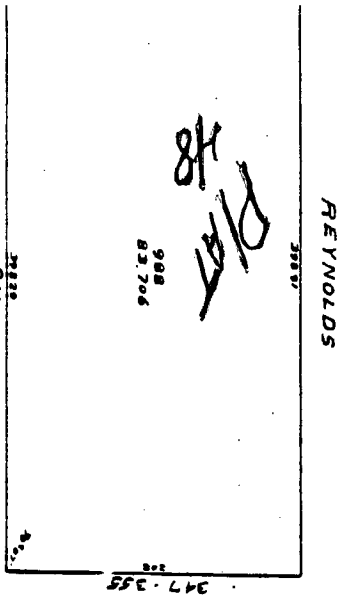
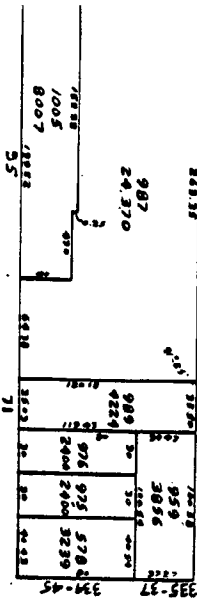
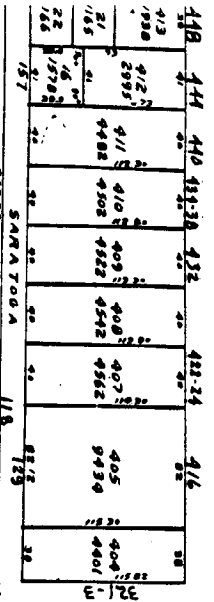
Should you have any questions concerning the foregoing, please call me.

Sincerely yours,


William G. Floriani
Assistant Director

WGF/gl

Enclosures



L E A S E

THIS INDENTURE OF LEASE made and entered into this
 , 1986 , by and between the CITY OF
 PROVIDENCE, a municipal corporation, in the County of Providence,
 and State of Rhode Island, hereinafter referred to as the
 "LESSOR," and SOUTHSIDE COMMUNITY LAND TRUST," a non-profit
 corporation organized and existing under the laws of the State
 of Rhode Island, hereinafter called the "LESSEE;"

W I T N E S S E T H:

This Lease is upon the following covenants, terms and conditions.

1. The LESSOR in consideration of the rents and charges hereinafter reserved does hereby grant, demise and lease unto the LESSEE, subject to the conditions, reservations and covenants hereinafter specified, certain premises located on Assessor's Plat 48 on Lot Numbers 703, 706, 707, 711, 715, 721, 741, 745, 743 and 794 in the City of Providence. The term of this lease shall be for a period of one (1) year from the date of execution of said lease.

2. That the LESSEE shall pay rental payments at the annual rate of ONE (\$1.00) DOLLAR, payable upon the execution of this lease.

3. The LESSEE shall comply with all State and Municipal regulations as to health, police, nuisance, fire, water and other matters, and shall indemnify the LESSOR against all fines, penalties, expenses, damages and costs for violation thereof.

4. The LESSEE shall indemnify and shall accept all liability of the LESSOR, if any, by reason of any loss or damage to property on the premises other than that of the LESSOR, resulting from the bursting of pipes, leakage, vandalism, fire or other causes, except when occurring through negligence of the LESSOR.

5. The LESSEE shall not mutilate, damage, misuse or suffer waste in the premises, but shall keep the same and, upon the termination hereof, deliver them up in as good condition as they are now in or may be put in by the LESSOR:

ordinary wear and tear expected.

6. The LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE, at the LESSEE's own sole cost and expense to provide for any and all repairs, alterations or improvements made on the premises unless otherwise expressly agreed, and with the consent of the LESSOR.

7. The LESSEE shall not assign this lease or sublet the whole or part of the premises without the written approval of the LESSOR.

8. The premises shall be open at all reasonable times to the inspection of the LESSOR, its agents or servants.

9. In case the LESSEE shall fail to perform any stipulation or condition herein, or shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in either of said cases, this Lease shall be terminated and the premises shall automatically revert to the LESSOR.

10. Notice to the LESSEE of termination hereof may be given personally or by mail at home address, or leaving the same with any person occupying the premises or by posting the same in some conspicuous place on the premises.

11. On the termination of this lease for any cause, the LESSOR may re-enter and take possession of the whole or any part of the premises and expel all persons therefrom and (forcibly if necessary) remove their effects without being taken or deemed guilty of any manner of trespass, without prejudice to its other rights or remedies against the LESSEE, and demand for rent and notice to quit or of intention to re-enter is hereby expressly waived on the part of the LESSEE.

12. Any holding over of the premises by the LESSEE beyond the termination of the lease shall be on the same terms and conditions as herein expressed, except that the LESSEE shall be a tenant on a month-to-month basis.

13. The LESSEE shall indemnify, protect and accept all liability of the LESSOR, if any, from and against all demands, claims, actions, cost, expense or losses resulting from any and all personal injuries or property damage sustained by any person or persons on or about the premises and indemnifying the City of Providence from any and all claims of individuals claiming right to said property under their rights of redemption or any other legal claim to title to said real estate, and for that purpose the LESSEE shall apply for and cause to be issued a surety company public liability insurance policy either in the name of the LESSOR or LESSEE. Such insurance policy shall be issued by a reputable surety and indemnity company licensed to do business in the State of Rhode Island, and shall be in the sum of not less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS. The cost of premiums for said insurance shall be borne by the LESSEE and said policy or certificate that the same has been issued shall be delivered to the LESSOR within two (2) weeks after the execution of this agreement.

14. The LESSEE shall keep the leased premises in a neat and orderly condition at all times according to the requirements of the Department of Public Property of the City of Providence, and no refuse or discarded materials shall be allowed to accumulate thereon.

15. In the event the leased premises or any portion thereof is required or desired for use in connection with any Federal, State or City authority or any subdivision thereof, this lease may be terminated by the LESSOR by a written notice to be given to the LESSEE as hereinbefore stated, at least thirty (30) days prior to the date of termination, and the LESSEE shall have no claim against the LESSOR for any damages incurred thereby.

16. The LESSEE shall have an option to renew this lease by agreement of the parties, commencing on the date of the termination of this lease and shall also have an option to renew this lease for a second period by agreement of the parties, commencing on the date of the termination of the first renewal by him of this lease; provided, however, that the LESSEE shall give written notice to the LESSOR of his intention to renew this lease, said notice to be given at least one (1) month prior to the termination of this lease, or in the case of his intent to renew for the second period, said notice to be given at lease one (1) month prior to the termination of the first renewal hereof.

17. This lease is executed subject to the rights of redemption of any prior owners who may come in and claim title to their property.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused these presents to be executed in duplicate, and its corporate seal to be thereunto affixed by JOSEPH R. PAOLINO, JR., its Mayor, duly authorized by the vote of the Board of Contract and Supply of the City of Providence, and SOUTHSIDE COMMUNITY LAND TRUST has caused these presents to be executed and its corporate seal to be hereunto affixed by the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CITY OF PROVIDENCE

BY _____
MAYOR

SOUTHSIDE COMMUNITY LAND TRUST

BY _____

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence on this _____ day of _____, 1986, before me appeared JOSEPH R. PAOLINO, JR., Mayor of the City of Providence, and he acknowledged the said instrument herein executed to be his free act and deed individually, and as Mayor of the City of Providence.

NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME

CITY SOLICITOR

L E A S E

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CITY OF PROVIDENCE

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MAYOR

SOUTHSIDE COMMUNITY LAND TRUST

BY _____

STATE OF RHODE ISLAND
PROVIDENCE, SC.

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