

THE CITY OF WARWICK  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. .... Date .....

Approved. .... Mayor

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE RENEWAL  
FOR THE USE OF SPRAGUE FIELD BY WARWICK NORTH LITTLE LEAGUE

RESOLVED THAT:

WHEREAS, the City of Warwick (“City”) is the owner of the baseball field complex known as Sprague Field, so-called, located off Post Road and Atlantic Avenue (“Sprague Field”); and

WHEREAS, the Warwick North Little League, Inc. (“Warwick North Little League”), is a well-known local organization devoted to advocating and providing opportunities and recreational experiences in little league baseball activities and events; and

WHEREAS, Warwick North Little League has approached the City and wishes to execute a lease renewal agreement for the use of Sprague Field to allow for their use of the baseball field complex and ancillary facilities in furtherance of their mission; and

WHEREAS, the parties have drafted a lease agreement which outlines the obligations and rights of the parties; and

WHEREAS, execution of the lease is in the best interest of the taxpayers and the general public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Warwick, Rhode Island that:

SECTION 1. The Warwick City Council assents to the Mayor executing the lease agreement between the City and the Warwick North Little League for the use of Sprague Field and all its ancillary facilities in the form and substance on the attached Exhibit A.

SECTION 2. This Resolution shall take effect upon its passage.

SPONSORED BY: COUNCILMAN COLANTUONO ON BEHALF OF MAYOR  
AVEDISIAN

COMMITTEE: PUBLIC PROPERTY

LEASE

THIS LEASE, is made this \_\_\_ day of December, 2016, by and between the CITY OF WARWICK, a municipal corporation duly organized and existing under the laws of the State of Rhode Island, (hereinafter referred to as the “Lessor”) and Warwick North Little League, Inc., a non-profit corporation organized and existing under the laws of the State of Rhode Island, (hereinafter referred to as the “Lessee”)

WITNESSETH

WHEREAS, the Lessor is the owner of certain real estate located in the City of Warwick, County of Kent and State of Rhode Island, and desires to lease said real estate to the Lessee for its proposed use and the Lessee is desirous to lease said real estate from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the rents reserved herein and of the covenants, conditions, warranties, and agreements hereinafter set forth, it is hereby agreed as follows:

1. PREMISES: Lessor shall, and, by these presents, does, hereby demise and rent unto the Lessee, and Lessee, by these presents, does hereby take and hire from the Lessor, the real estate located in the City of Warwick, County of Kent, State of Rhode Island, described as follows, (hereinafter referred to as “Premises”), to wit:

SPRAGUE FIELD (EXCLUDING PLAYGROUND AND BASKETBALL COURT)

Lessor warrants that Lessor is the owner of the Premises. Lessee acknowledges that it has examined the aforementioned Premises and Lessee agrees to take said Premises “As Is” and without any express or implied warranties of any kind.

2. USE: The Lessor expressly leases said Premises upon the representation of Lessee that said Lessee shall be limited in its use of said Premises and Lessee agrees to the restriction that said Premises and any improvements and structure made thereupon shall be used specifically for the functions and activities solely related to the current purpose of the Lessee. The use of said Premises includes the maintenance of two (2) buildings placed within the Sprague Field area consisting of restrooms, office space, concession area, and storage facilities.

3. TERM: TO HAVE AND TO HOLD said Premises unto said Lessee for the term of twenty (20) years, commencing on, or, as of the \_\_\_ day of \_\_\_\_\_, 2016, (unless said term shall sooner expire or be terminated as hereinafter in this Lease).

3.1 Lessee agrees that it shall donate aforementioned buildings to Lessor and legal ownership will be with the Lessor. During the term of said tenancy, Lessee shall have the care, custody and control of said buildings. The Lessor shall have the care, custody and control of the two (2) baseball fields located at the subject premises, exclusive of the Lessee’s priority use permit.

3.2 Lessee agrees that all other times not granted to Lessee for use shall be available to the general public for baseball and softball use only.

3.3 Lessor hereby reserves the right to alter within reason the use permit of Lessee with reasonable notice of said changes to be given to Lessee by Lessor.

4. RENT: Lessee shall pay to the Lessor annual rent of One Dollar (\$1.00) per year.

5. OPTION TO RENEW: the Lessee, providing it has complied with, at all times, all the terms, conditions and its obligation of this within Lease, shall have the right to renew this Lease of said Premises for an additional nineteen (19) years under the same terms, provisions and conditions as in this within Lease. Said option to renew is conditional upon the Lessee giving the then Lessor's Director of Finance written notice by Certified Mail, Return Receipt Requested, or hand deliver said written notice that said Lessee intends to exercise this option. Said Notice exercising said option must be received by Lessor's Director of Finance between the third and sixth month prior to the expiration of this within Lease.

6. ASSIGNMENT: Lessee, for itself, its successors and assigns, covenants that it shall not assign, nor sublease the Premises or any part of the Premises without the prior written consent of the Lessor, which consent may be withheld for any reason. Any assignment or sublease in violation of this paragraph shall be void.

7. MECHANICS' LIENS: Lessee will pay or cause to be paid all costs and charges for work done by Lessee or caused to be done by Lessee in or to the Premises, and for all materials furnished for or in connection with such work. Lessee shall indemnify Lessor against, and hold Lessor and Premises free, clear and harmless of and from, all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Lessee. If any such lien, at any time, is filed against the Premises, Lessee will cause such lien to be discharged of record within ten (10) days after the filing of such lien, it will furnish Lessor within such ten (10) day period, security reasonably satisfactory to Lessor of at least one hundred percent (100%) of the amount of the claim, plus estimated costs and interest. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee will pay and satisfy the same at once. If Lessee fails to pay any charge for which a mechanics' lien has been filed, and has not given the Lessor security as described above, Lessor may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Lessee to Lessor. Nothing contained in this within Lease will be deemed the consent or agreement of Lessor to subject Lessor's interest in the Premise to liability under any mechanics' or other lien law. If Lessee receives notice that a lien has been or is about to be filed against the Premises on account of work done by or for or materials furnished to or for Lessee, it will immediately give Lessor written notice of such notice.

8. INDEMNITY AND INSURANCE: The Lessee will defend, indemnify and hold harmless the Lessor from and against all claims, loss and expense, including reasonable

attorneys' fees, arising from the bodily injury or death or personal injury or property damage on, in or about the Premises or arising out of the Lessee's use, maintenance, control or occupancy of the Premises. In addition to the foregoing, and not in limitation thereof, the Lessee shall at its own expense, during the term of this lease, carry and keep in force, with respect to the Premises, a policy or policies of public liability insurance with an insurance company or companies reasonably satisfactory to the Lessor. Such policies shall name the Lessor as an insured party as its interest may appear and said insurance shall be in an amount reasonably determined by Lessor as necessary but in no event less than for each accident resulting in personal injuries to one or more persons. The certificates of such policy or policies evidencing payment of premium or other satisfactory proof thereof and containing a provision pursuant to which the insurance company or companies agrees to give Lessor ten (10) days' notice, before any cancellation or termination thereof may be effected, shall be delivered at time of execution of this within Lease and periodically thereafter, at the request of Lessor.

9. MAINTENANCE: Lessee agrees to keep and maintain the Premises and any building and/or improvements hereinafter constructed thereupon free from any rubbish and from the accumulation of waste and debris and to maintain the Premises and all parts thereof in a clean and sanitary neat condition and free from trash, inflammable material and other objectionable matter. Lessee further agrees to use the Premises in a becoming and proper manner, committing no waste or injury thereto and will conform to all City Ordinances, State Laws, and departmental regulations relating to the repair, maintenance or use of any building and/or improvements hereinafter constructed on said Premises.

10. RIGHT TO INSPECT: Lessee agrees to allow Lessor or its agents access to enter any part of the Premises at reasonable hours in the day or night to examine same.

11. VIOLATION OF COVENANTS, FORFEITURE OF LEASE: In case of violation by the Lessee of any of the covenants, agreements and conditions of this within Lease and upon the failure to discontinue such violation within ten (10) days after notice thereof is given to the Lessee, this Lease shall thenceforth, at the option of the Lessor, become null and void and Lessor may re-enter without further notice or demand.

12. NON-WAIVER OF BREACH: No waiver by the Lessor of any violation or breach of agreement and/or condition by the Lessee shall constitute or be construed as a waiver of any other violation or breach of agreement and/or condition by the Lessee before the Lessor shall exercise its options under this within lease to defeat the right of Lessor to declare this within Lease null and void and to re-enter upon the Premises after the said breach or violation.

13. BANKRUPTCY, INSOLVENCY, ASSIGNMENT FOR BENEFIT OF CREDITORS: The parties agree that, if at any time during the term of this within Lease, the Lessee shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or, if a receiver shall be appointed for the Lessee, and/or it ceases to exist legally, then the Lessor may, at its option, terminate this within Lease, exercise of such option to be exercised by notice to that effect served upon the trustee or other person in charge of liquidation of the property of the Lessee, but such termination shall not release or discharge any

liability then accrued by reason of any agreement or covenant herein contained on the part of the Lessee.

14. TERMINATION OF LEASE: At the conclusion of the term of this within Lease or the sooner termination thereof, the Lessee agrees that it will quietly and peaceably surrender to the Lessor the Premises and all buildings, structures, and improvements and/or replacement items thereon with their appurtenances and fixtures, hereinafter erected by or on behalf of Lessee and by the execution of the within Lease shall automatically grant over and convey to the Lessor all right, title and interest to all buildings, structures, and improvements thereon with their appurtenances and fixtures, hereinafter erected by or on behalf of the Lessee on said Premises at the conclusion of the term of this within Lease or the sooner termination of said renewal of said Lease. At the time that said Premises is returned to the Lessor, Lessor agrees that said Premises shall be returned to the care, custody, control and management of the Lessor.

15. ENTIRE AGREEMENT: This within Lease sets forth the entire agreement between the parties hereto and cannot be modified or amended except in writing duly executed by the respective parties.

16. PARTIAL INVALIDITY: The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this within Lease shall not affect the remaining portions of this Lease or any part thereof, and, in the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this within Lease should be declared invalid by the final order, decree or judgment by a court of competent jurisdiction, this Lease shall be construed as if such invalid phrases, sentences, clauses or paragraph had not been inserted in this Lease.

17. NOTICES: All notices shall be either hand delivered or given by certified mail, return receipt requested to each other. All notices to the Lessor shall be given at 3275 Post Road, Warwick, Rhode Island, 02886, or such other address as Lessor shall designate in writing from time to time. All notices to the Lessee shall be given at P.O. Box 8773, Warwick, Rhode Island, 02888, or such other address as Lessee shall designate in writing from time to time.

18. TAXES: The parties agree that the Lessor shall be responsible for any and all real estate taxes on said premises since Lessee has agreed to, at the conclusion of the term of this within Lease, or renewal thereof, or the sooner termination thereof, that by executing the within Lease, the Lessee shall automatically grant over to the Lessor all right, title, and interest to the building, structures, and improvements thereon with their appurtenances and fixtures erected by or on behalf of said Lessee on said Premises.

19. ARBITRATION: Any controversy or claim arising out of or relating to this within Lease, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals by their authorized representatives the day and year above first written.

By  
WARWICK NORTH LITTLE LEAGUE, INC.

By  
CITY OF WARWICK

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor