

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 519

Approved September 9, 1981

RESOLVED, That His Honor the Mayor is hereby authorized to enter into a lease agreement with Rice Unruh Company, 89 Broad Street, Boston, Mass., 02110, for an area of One Hundred Eighty (180) square feet of office space in the Marine Terminal Building, located at the Port of Providence, for the sum of Eleven Dollars (\$11.00) per square foot, for a two year period, with an option to renew for an additional two year period under such terms and conditions as the Committee on City Property may require.

IN CITY COUNCIL
SEP 3 1981
READ AND PASSED

Ralph J. Guglielmo
Clerk
Rose M. Mendonca CLERK

APPROVED
Joseph D. Canino
MAYOR

SEP 9 1981

THE COMMITTEE ON
CITY PROPERTY

Approves Passage of
The Within Resolution

Rose M. Menahan
Clerk Chairman

August 12, 1981

100-100000

100-100000

100-100000

100-100000

September 21, 1981

Rice Unruh Company
89 Broad Street
Boston, Mass. 02110

Dear Sir:

Enclosed is a certified copy of Resoluiotn No. 519,
approved September 9, 1981, the same being self-explanatory.

Will you kindly communicate with the City Solicitor's
Office so that the lease agreement for said office space
could be executed.

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/jma
Enclosure

LEASE

City Clerk

THIS INDENTURE OF LEASE made and entered into this *12th* day of *April*, 1982, by and between the CITY OF PROVIDENCE, a municipal corporation, created by act of the General Assembly of the State of Rhode Island, hereinafter referred to as the LESSOR, and RICE, UNRUH CO., a Pennsylvania corporation authorized to do business in Rhode Island, hereinafter referred to as the LESSEE:

W I T N E S S E T H:

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 space located in the Marine Terminal Building, Port of Providence, Rhode Island, with an area of One Hundred Eighty (180) square feet of office space, on the second floor (Room 3), for the sum of Eleven (\$11) Dollars per square foot, per year; the same being Plat 56, Lot 312.

TO HAVE AND TO HOLD the said premises with all the privileges and appurtenances thereunto belonging, for and during a term of TWO (2) YEARS, beginning January 1, 1982, to and including December 31, 1983, at an annual rental of NINETEEN HUNDRED EIGHTY (\$1980) DOLLARS, which the LESSEE agrees to pay in equal quarterly installments of FOUR HUNDRED NINETY-FIVE (\$495) DOLLARS, payable in advance on the 1st business days of January, April, July and October, at the office of the City Collector of the City of Providence.

The LESSEE shall have an option to renew said Lease for a period of TWO (2) additional years, under such terms and conditions as the Committee on City Property may require, and at an annual rental to be negotiated by the parties. If the LESSEE shall not exercise the option, it shall notify the LESSOR not less than Six (6) months in advance of the expiration of the original TWO (2)-YEAR term.

In consideration of the payment of said rents 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:

1. That the LESSEE, paying the rent and performing and observing the covenants of the LESSEE herein contained, may peaceably hold and enjoy said premises during said term without any let or hindrance by the LESSOR or any party claiming by, through or under said LESSOR, except as herein provided;

2. That the LESSOR hereby covenants and agrees that it will provide to the LESSEE adequate heat during the regular business hours;

3. The LESSEE hereby covenants and agrees with the LESSOR as follows:

(a) That it will pay to the LESSOR the said specified rent at the times and in the manner herein provided;

(b) That the LESSOR will pay for all electricity and air-conditioning used by the LESSEE on said premises, and the LESSEE will clean and maintain said leased premises;

(c) 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: Provided, that in case the default upon which any notice shall be predicated is in the payment of any rent or other money charge reserved hereunder, the LESSEE shall have the right to cure any default before actual

possession is taken by the LESSOR, or actual sale of property pledged to secure the payment of the amount of rent hereunder. Such default may be cured by the payment of the amount of rent due with interest, and any costs or expenses which the LESSOR shall have been put to on account of any default;

(d) The LESSOR shall keep the exterior of said building in such good condition and repair as it is in at term commencement and during the continuance of this Lease; and the LESSEE shall keep the interior of said building and all equipment leased and used by it, in good order and repair.

(e) No alterations shall be made in the interior of the demised premises without the consent in writing of the LESSOR or its authorized agents, but such consent shall not be unreasonably withheld.

(f) That the LESSEE will quit and surrender the demised premises at the end of the term aforesaid and extensions thereof in as good a state and condition as received, reasonable wear and tear excepted; provided, however, that any fixtures, equipment or improvements which may be placed in or upon the demised premises by the LESSEE shall remain its property. And it shall have the right to remove the same at any time during the term hereof, or within thirty (30) days after the expiration of this Lease or any extension thereof, leaving the premises in good repair and condition, reasonable wear and tear excepted.

The LESSOR may require the LESSEE to so remove said improvements within said time and to leave said premises in a good condition, or in lieu of said removal and restoration, may make other arrangements with the LESSEE. In case of failure on the part of the LESSEE to remove and restore if so required, the LESSOR shall have the right to do so and charge the cost thereof to the LESSEE. The LESSOR shall also be entitled to charge the LESSEE reasonable compensation for loss of the use of said premises during the time required for said removal and restoration.

(g) That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state

or national, having jurisdiction over the demised premises, as to health, police, nuisance, fire, water, highways, sidewalks and other matters with respect to the manner in which it uses the same; and shall indemnify the LESSOR against all fines, penalties, expenses, damages and costs for violation thereof;

(h) That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance;

(i) That it will not assign this Lease nor sublet the whole or any part of said premises, except with the approval of the LESSOR, acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises, and, in all cases, with the approval of the Mayor;

(j) The LESSEE will permit the LESSOR, its agents and servants, at all reasonable times to enter and inspect said premises and the buildings and improvements thereon and their contents.

(k) 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 LESSEE, 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.

4. The LESSEE and LESSOR mutually covenant and agree as follows:

a. That, in case at any time during the continuance of this Lease, the premises herein demised are taken or required for public or municipal purposes by the LESSOR, or by the State

or Federal Government, then and in that event, the LESSOR may terminate this Lease by written notice given to the LESSEE ninety (90) days prior to the termination date specified in said written notice.

In the event of such termination, the LESSEE shall and will at the termination date specified, peaceably yield up to the LESSOR the premises aforesaid, and, prior to said termination date, or within thirty (30) days thereafter, said LESSEE, at its own expense, will remove all buildings, structures or other improvements erected by it in or over said demised premises, and any such buildings or improvements not so removed shall, at the option of the LESSOR, be and become its sole property.

PROVIDED, HOWEVER, that if the LESSOR notifies the LESSEE to remove said buildings or improvements, and the LESSEE fails and neglects to so remove them, then the LESSOR, upon notice to the LESSEE, may proceed to do so and said LESSEE shall be liable to the LESSOR for the expenses and charges incurred in the work of removal; and provided further, that 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, or the taking of the buildings or improvements on the premises because of failure of the LESSEE to remove the same.

5. That the LESSEE shall indemnify and hold harmless the LESSOR by reason of any loss or damages to the demised premises, resulting from the actions or negligence of the LESSEE;

That the LESSEE will procure and maintain with reputable insurance company or companies, a policy or policies of insurance in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for injuries to one person; THREE HUNDRED THOUSAND (\$300,000) DOLLARS for injuries to more than one person, and for the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for property damage, such policy or policies insuring both the LESSEE and the LESSOR from

liability imposed by law upon the LESSOR or LESSEE 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; the LESSEE shall also procure insurance in the sum of FIFTEEN THOUSAND (\$15,000) DOLLARS against damages caused by fire;

6. The LESSOR hereby covenants and agrees with the LESSEE as follows:

(a) In case said leased premises shall be damaged or destroyed by fire or other casualty so that the same shall be thereby rendered unfit for use and occupation, then and in each such case, the rent hereby reserved or a just proportionate part thereof, according to the extent of the damage sustained, shall be abated until the premises shall have been duly repaired or restored by the LESSOR; PROVIDED, HOWEVER, that if the whole building is substantially damaged and the LESSOR shall not elect to repair the same, then this Lease shall terminate at the time of such damage.

(b) That the provisions of this Lease shall bind and shall enure to the benefits of the parties hereto and their legal representatives.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused these presents to be executed, and its corporate seal to be affixed by VINCENT A. CIANCI, JR., its Mayor, duly authorized.

CITY OF PROVIDENCE

By

Vincent A. Cianci, Jr.
MAYOR

RICE, UNRUH CO.

By

Diane M. Cassia
Director & Corporate Secretary

STATE OF RHODE ISLAND,
PROVIDENCE, SC.

In Providence, on the *12th* day of *April*, 198*2*, then personally appeared before me the above-named VINCENT A. CIANCI, JR., Mayor, to me known and known by me to be the party who executed the foregoing instrument, and he acknowledged the said instrument by him executed on behalf of the CITY OF PROVIDENCE, to be his free and voluntary act and deed and the free and voluntary

act and deed of said CITY.

15/ John Totondi
NOTARY PUBLIC

In Philadelphia, on the 4th day of January 1982, then personally appeared before me Diane M. D'Amico of RICE, UNRUH CO., to me known and known by me to be the party who executed the foregoing instrument, and he acknowledged the said instrument, by him executed, to be his free and voluntary act and deed, individually, and the free and voluntary act and deed of said Company.

Com. Expires 6/7/83

16/ Sebastiano J. Dorio
NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

17/ John Totondi
ACTING CITY SOLICITOR