

RESOLUTION OF THE CITY COUNCIL

No. 302

Approved June 26, 1990

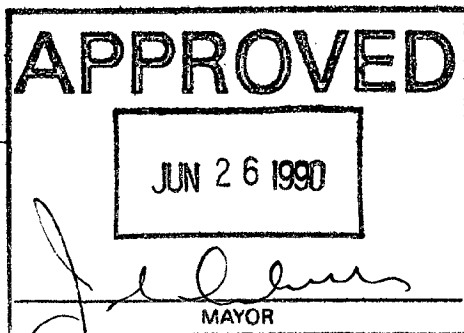
RESOLVED, that His Honor, the Mayor is hereby authorized to execute a lease of Lot 271 on Assessor's Plat 56, located at the Municipal Wharf, which is more fully outlined in the attached description, said lot to be leased to Lehigh Portland Cement Co., a corporation organized and existing under the laws of the State of Pennsylvania, for a term of ten years for a sum of \$24,500.00 for the first five years and a sum of \$49,000.00 for the remainder of the term, plus wharfage and dockage fees and with other such terms and conditions as have been imposed by the Committee on City Property, the City Council, the City Solicitor and His Honor, the Mayor.

IN CITY COUNCIL

JUN 21 1990
READ AND PASSED

Charles W. Edson
PRES.

Michael R. Clement
CLERK
First Deputy



THE COMMITTEE ON

CITY PROPERTY

**Approves Passage of
The Within Resolution**

Robert M. Owen
Clerk Chairman
June 7, 1882

Beginning at a point on the Harbor Line of the Providence River at point marked "A" on the accompanying plan; thence southeasterly along said Harbor Line of the Providence River, three hundred fifty and 00/100 (350.00) feet to point marked "B" on the accompanying plan; thence southwesterly making an interior angle of 90 degrees, bounded southeasterly by land of the City of Providence under lease to New England Bituminous Terminal Corp., two hundred and 00/100 (200.00) feet to point marked "C" on the accompanying plan; thence northwesterly making an interior angle of 90 degrees, bounded southwesterly by said land under lease to New England Bituminous Terminal Corp. three hundred fifty and 00/100 (350.00) feet to point marked "D" on the accompanying plan; thence northeasterly making an interior angle of 90 degrees, bounded northwesterly by land, now or formerly, of the Providence Gas Company, two hundred and 00/100 (200.00) feet to the Harbor Line of the Providence River at point marked "A" on the accompanying plan and point and place of beginning. This last described line makes an interior angle of 90 degrees with the line first described herein.



6
JOHN R. D'ANTUONO
PORT DIRECTOR
(401) 781-4717

April 2, 1990

Councilman Andrew Annaldo
C/O Rose Mendonca, City Clerk
City Clerk's Office
City Hall
Providence, R.I. 02903

Dear Councilman Annaldo:

The attached document is being submitted for approval and calls for the extension of the Lehigh Portland Cement Company lease at the Port of Providence from March 31, 1991 to March 31, 2001.

This request is for the parcel of land known as lot #271 in Assessor's Plat #56 and consist of 70,000 square feet of land. It has been approved by the Port Commission at its meeting of February 12, 1990. (copy attached).

Approval is hereby requested for the City Council to take action authorizing the Mayor to execute this lease with Lehigh Portland Cement Company.

Thank you for your attention to this matter.

Sincerely,

John R. D'Antuono
Port Director

JRD/jh

cc: Patricia McLaughlin, Esq.
Law Department

Port Commission Meeting February 12, 1990

The Port Commission meeting of February 12, 1990 was called to order by Commission Chairman William H.D. Goddard at 9:37 A.M. in the Marine Terminal Building, Port of Providence.

Jo-Anne Call, Marketing Director, gave the operations report.

STEEL for January was 8,927 tons. Tonnage variance for the year is minus 40,653 tons and revenue variance minues \$129,191.

TOTAL GENERAL CARGO for January was 10,623 tons. Tonnage year to date 73,724 tons. Revenue variance is minus \$185,204.

PETROLEUM PRODUCTS for this month was 84,681 tons. Tonnage year to date 504,466 tons. Revenue variance is plus \$54,955.

TOTAL BULK CARGO 204,180 tons. Tonnage year to date 1,059,729 and revenue variance plus \$131,154.

TOTAL ALL CARGO for January 214,803. Tonnage year to date 1,133,453. Revenue variance is minus \$54,050. The Port has made up sustantial amount of money due to collecting charges not assessed against Sun Oil since 1986.

LUMBER is down due to non-I.L.A. ports unloading vessels.

STEEL is down 26% nationwide.

OVERTIME for January was \$1210.86. This was all City expense. \$572.84 was for snow removal and \$638.02 was for call back of security.

A motion was made and seconded and:

VOTED: to pay Galland, Kharash, Morse and Garfinkle \$796.37 out of Port Trust Funds for legal services incurred for consulting on damage to cranes. \$776.12 previously approved at the December meeting.

The vote was unanimous.

A motion was made and seconded and:

VOTED: to pay Martin O'Connell consulting firm out of Port Trust Funds for services regarding crane lease negotiations. The Commission placed a \$5000.00 CAP on this service.

The vote was unanimous.

The meeting adjourned and went into executive session. The open session resumed at 10:48 A.M.

The Port Commission came back to open session and a motion was made and seconded and :

VOTED: The Chairman was authorized to execute a written form of consent and approval of assignment and leasehold mortgage for Omega Terminaling Company in substantially the form of that instrument attached hereto.

The vote was unanimous.

page two

Commission Meeting February 12, 1990

A motion was made and seconded and:

VOTED: to submit budget for fiscal year 1991 (1990-1991) to City Administration as submitted by the Port Director.

The vote was unanimous.

A motion was made and seconded and:

VOTED: to submit to City Council proposal for the extension of the Lehigh Lease at the Port of Providence.

The vote was unanimous.

A motion was made and seconded and:

VOTED: to approve a mortgage and security agreement and a landlord's waiver and agreement between Fleet National Bank and the City of Providence subject to approval of the form and consent by the City Solicitor and the satisfactory resolution of money owed George Mann Company by the City for rail improvements. This resolution to be negotiated by the Port Commission Chairman and the Port Director.

The vote was unanimous.

The meeting adjourned at 11:35 A.M.

Respectfully submitted:
Julie Harnad

PRESENT:

Chairman Goddard
Commissioner Freeman
Commissioner D.A. Lopes
Commissioner McGee
Commissioner Weiss

ABSENT:

Commissioner D.J. Lopes
Commissioner Rollins

ALSO RPESENT:

John Castellucci, Providence Journal
Thomas O'Rourke, Patriot Metals
Jan Van Hemert, Patriot Metals
Robert Everton, Mann Chemical
Jacques Hopkins, Esq.
John D'Antuono, Port Director
Jo-Anne Call, Marketing Director

LEASE

THIS INDENTURE OF LEASE made this day of 1990 A.D.,
by and between the CITY OF PROVIDENCE, a municipal corporation created under the
laws of the state of Rhode Island (hereinafter called the LESSOR) and LEHIGH
PORTLAND CEMENT COMPANY, a corporation organized and existing under the laws
of the State of Pennsylvania (hereinafter referred to as the LESSEE).

WITNESSETH:

LESSOR does hereby demise and lease unto LESSEE and LESSEE does
hereby demise and lease from the LESSOR the following described premises, (hereinafter
called the Demised Premises):

That certain tract or parcel of land, shown as cross-hatched area and
designated by the letters A-B-C-D-A on the accompanying plan entitled,
"Providence, R. I., P. W. Dept.-Engineering Office, City Property Section, Plan
No. 063491, Date July 29, 1971", bounded and described as follows:

Beginning at a point on the Harbor Line of the Providence River at point
marked "A" on the accompanying plan; thence southeasterly along said Harbor
Line of the Providence River, three hundred fifty and 00/100 (350.00) feet
to point marked "B" on the accompanying plan; thence southwesterly making
an interior angle of 90 degrees, bounded southeasterly by land of the City of
Providence under lease to New England Bituminous Terminal Corp., two
hundred and 00/100 (200.00) feet to point marked "C" on the accompanying
plan; thence northwesterly making an interior angle of 90 degrees, bounded
southwesterly by said land under lease to New England Bituminous Terminal
Corp. three hundred fifty and 00/100 (350.00) feet to point marked "D" on
the accompanying plan; thence northeasterly making an interior angle of 90
degrees, bounded northwesterly by land, now or formerly, of the Providence
Gas Company, two hundred and 00/100 (200.00) feet to the Harbor Line of
the Providence River at point marked "A" on the accompanying plan and
point and place of beginning. This last described line makes an interior
angle of 90 degrees with the line first described herein.

Said parcel contains 70,000 square feet and it is further stipulated that the
LESSEE shall have use of a thirty (30) foot right-of-way crossing land of
LESSOR, together with the right to use the following in common with the
LESSOR and others entitled to use the same and under the terms and
conditions hereinafter set forth in this lease.

(a) An easement over lands abutting the Demised Premises which belonging to the LESSOR for ingress and egress;

(b) The existing streets in the area for all purposes for which streets and ways are used.

1. TERM. TO HAVE AND TO HOLD the Demised Premises and said appurtenances thereto for a term of ten (10) years beginning April 1, 1991 and ending March 31, 2001, unless extended or terminated as hereinafter provided.

2. BASE RENT; ADDITIONAL RENT. (a) For the first five (5) years of the lease term commencing April 1, 1991, the LESSEE covenants and agrees to pay an annual base rent ("Base Rent") to the LESSOR of TWENTY-FOUR THOUSAND FIVE HUNDRED (\$24,500) DOLLARS. For the second five years of the lease term commencing April 1, 1996 the LESSEE covenants and agrees to pay the LESSOR an annual Base Rent of FORTY-NINE THOUSAND (\$49,000) DOLLARS. Base rent shall be paid in equal payments of SIX THOUSAND ONE HUNDRED TWENTY-FIVE (\$6,125) DOLLARS every three months of the first five years of the lease term and in equal payments of TWELVE THOUSAND TWO HUNDRED FIFTY (\$12,250) DOLLARS every three months of the second five years of the lease term. Base rent will be payable in advance at the Office of the City Collector of the City of Providence, City Hall, on the first business day of April, July, October and January.

(b) In addition to the above Base Rent set forth above, LESSEE shall pay as Additional Rent, a wharfage fee to the LESSOR of FORTY-FIVE (45 cents) CENTS per ton of cement put through the Demised Premises for the first five years of the lease term. For the second five years of the lease term commencing April 1, 1996, the wharfage

fee shall be SIXTY (60 cents) CENTS per ton of cement put through the Demised Premises. For delivery by barge, tonnage shall be determined in accordance with the cargo manifest for each bargeload as reported to the Corps of Engineers, Department of the Army and listed by them as tonnage. For delivery by ship, the tonnage shall be determined by averaging the amounts reported by the LESSEE'S surveyor and the shipper's surveyor. The sum so computed shall be payable on the first business day of the quarter next succeeding the quarter for which the tonnage is determined. The LESSEE herein guarantees that 115,000 tons of cement per lease year shall be put through the Demised Premises.

(c) In addition to Base Rent and wharfage fees as provided herein, LESSEE shall pay for its own vessels or for vessels acting on their behalf as Additional Rent hereunder, the percentage of the Standard Dockage Fees as established as being the General Tariffs of the Port of Providence in connection with the operation of its port facilities as set forth below:

- (i) From April 1, 1991 to March 31, 1992 - 20% of the established tariff
- (ii) From April 1, 1992 to March 31, 1993 - 40% of the established tariff
- (iii) From April 1, 1993 to March 31, 1994 - 60% of the established tariff
- (iv) From April 1, 1994 to March 31, 1995 - 80% of the established tariff
- (v) From April 1, 1995 and thereafter - 100% of the established tariff

All such sums shall be paid when such sums are normally and customarily paid. No dockage shall be charged to LESSEE during a period of winter maintenance (not to exceed sixty [60] days) while LESSEE's barge is tied up for repair and not unloading.

3. LESSOR'S COVENANTS. The LESSOR further covenants and agrees with the LESSEE that:

(a) Municipal water lines are presently available in the vicinity of the Demised Premises and will continue to be available throughout the term hereof.

(b) It will cooperate with the LESSEE and the public utilities involved in the installation of lines to supply gas, electricity and telephone service to the Demised Premises, granting any easements that may be needed in connection therewith.

(c) It will not permit railroad lines and streets to be unreasonably obstructed and will enforce rules and regulations designed to assure reasonably adequate use of such facilities by the LESSEE.

(d) It will maintain all hard surface pavements and streets herein referred to in good and usable condition.

(e) It will keep the channel alongside the entire bulkhead of the Demised Premises dredged to a depth of approximately thirty (30) feet below mean low water; provided however, that LESSOR shall not be required to dredge the channel until the depth is less than 28 feet and provided further that LESSOR shall not be responsible to dredge the channel if the depth of the channel is altered by the acts or omissions of the LESSEE, its employees, agents, customers or invitees.

(f) Except as otherwise provided herein, it will maintain the bulkhead and fender piling system along the harbor frontage of the Demised Premises repaired and in good condition, excepting only for damage caused by negligent acts of the LESSEE, its agents, servants, or invitees.

(g) It shall not be liable to the Lessee or to any other person for any injury, loss or damage to persons or property on or about the Demised Premises or the wharf area so called, except to the extent caused by the negligence of the LESSOR, its agents, servants, and invitees.

4. LESSEE'S COVENANTS. The LESSEE covenants and agrees that:

(a) It will use the areas and streets which it is to use in common with others, with a due regard for the use of the same by others and will observe reasonable published rules and regulations promulgated by the LESSOR for the purpose of assuring proper use of such facilities by all those entitled to use the same; provided that nothing contained herein shall derogate from the obligation of the LESSOR to assure reasonably adequate use of such facilities by the LESSEE.

(b) It will pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone, and other utilities or services used or consumed on the Demised Premises, whether called charge, tax assessment, fee, or otherwise, including without limitation water, and sewer use charges and taxes, if any, all such charges to be paid as the same from time to time become due. It is understood and agreed that LESSEE shall make its own arrangement for such utilities and except for deliberate acts or gross negligence LESSOR shall not be liable for any interruption or failure in the supply of any such utilities to the Demised Premises. Except as otherwise provided herein, LESSEE shall make all repairs, alterations or replacements to the Demised Premises required by any

law or ordinance or any order or regulation of any public authority; keep the Demised Premises equipped with all safety appliances so required and comply with all orders and regulations of all governmental authorities.

(c) It will not make, allow or suffer any unlawful or improper use of the Demised Premises but will use the same as a storage area and transit terminal for handling bulk and packaged cement and related by-products inbound and outbound or such other use as may be permitted in writing by 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, which approval shall not be unreasonably withheld.

(d) It will not assign this lease nor sublet the whole or any part of the Demised 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, which approval shall not be unreasonably withheld; provided that no such approvals shall be required for an assignment or subletting to an entity which is a subsidiary of or is affiliated or under common ownership of LESSEE, or of which the LESSEE is a subsidiary.

(e) It will be responsible for up to approximately \$125,000 in major repairs to the bulkhead and the fender piling system along the harbor frontage of the Demised Premises. It is understood and agreed that LESSEE shall provide LESSOR with evidence that such major repairs have been completed

prior to commencement of this Lease term. In the event that LESSEE shall not provide evidence of said repairs by the commencement of the term of this Lease, LESSOR at its option may terminate this Lease, subject to the notice and cure provisions contained herein. LESSEE shall provide to LESSOR good faith estimates of the repairs to the bulkhead and fender piling system prior to the commencement of any work and subsequent thereto shall provide LESSOR receipted invoices to evidence that the work has been completed. Upon completion of the major repairs contemplated in this Paragraph (e) LESSEE shall during the term of this Lease have no further obligation or responsibility for repairs to the bulkhead and the fender piling system along the harbor frontage of the Demised Premises except for Paragraph (f) herein;

(f) LESSEE shall, during the term of this Lease and any extensions, be responsible for repairs to the said bulkhead and the fender piling system necessitated by damage caused by the negligent acts of LESSEE, its agents, servants, or invitees.

(g) LESSEE further covenants to provide LESSOR with a financial statement certified by its Chief Financial Officer on the annual anniversary date of execution of this Lease Agreement that its net worth exceeds \$50,000,000.00 (Fifty Million Dollars), subject to the notice and cure provisions contained herein.

(h) It shall operate the Property in compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and shall not handle any toxic, or otherwise hazardous

substances, including petroleum, its derivative by-products, or other hydrocarbons, unless in compliance with all applicable laws and with the permission of the LESSOR, which permission shall not be unreasonably withheld.

(i) The LESSEE shall indemnify and hold harmless the LESSOR, its agents, servants, employees, successors and assigns, for costs, including reasonable attorney fees, incurred or damages assessed on account of injury or death to any person or damage to property of any kind caused by any action that occurs on the Demised Premises during the term of or any extension of this Lease, except for damages or costs resulting from actions taken by the LESSOR or for Acts of God.

5. IMPROVEMENTS. It is expressly agreed and understood by both parties that the LESSEE, at its sole expense and risk, shall have the right to construct, alter, improve, maintain and repair on the Demised Premises such buildings and structures and improvements as it may deem necessary or proper to the conduct of its business, all to be completed in compliance with any and all laws, rules, and regulations promulgated by any governmental (City, State or Federal) department or agency.

6. SURRENDER. At the expiration or within a reasonable time after any sooner termination of the term hereof (or any extension or renewal thereof), or when the Demised Premises are actually vacated, any or all of the property of every kind, nature or description (including, without limiting the generality of the forgoing, all buildings and structures, however constructed or affixed to the Demised Premises, and the contents thereof) which has been brought upon the Demised Premises by the LESSEE or anyone

claiming by, through or under the LESSEE, directly or remotely, shall be removed by whoever then holds the interest of the LESSEE hereunder or any person, firm or corporation claiming by, through or under the LESSEE or such then holder of the interest of the LESSEE hereunder; provided, that if any building or structure is so removed any open excavation that remains shall be filled to grade with clean, solid fill by the LESSEE. It is specifically agreed by the LESSEE that this clause shall survive the termination of this Lease.

7. DEFAULT OF LESSEE. 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. The LESSOR may thereupon commence an appropriate action to repossess the same as of its former estate, without prejudice to its rights 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 such default.

Notwithstanding the foregoing, in the event the default is occasioned by reason of a failure of LESSEE to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, other than non-payment of rent, and after notice given by LESSOR, if LESSEE has undertaken in good faith efforts to cure said default within the thirty (30) day period following the notice set forth above, the LESSOR shall allow LESSEE a reasonable amount of time, not to exceed one hundred eighty (180) days, to cure said default before proceeding with an action for possession of the premises. It is further understood and agreed by and between the parties hereto that all buildings and improvements erected or placed upon said land are and may be pledged for the payments of all rents and sums of money accruing or owing under this Lease. And at any time after default in the payment of any rent or sum of money accruing or owing under this lease, and such default shall have continued for the space of thirty (30) days, from and after written notice as hereinafter provided is served upon the LESSEE, it shall be lawful for the LESSOR in accordance with applicable laws regarding debtors and creditors rights to enforce said pledge by selling the buildings and improvements, or any of them on said Leased Premises at public auction, first giving notice once a week at least for three successive weeks of the time and place of such sale by advertisement in some newspaper published in the City of Providence and in its or their own name or names, or as the attorney or attorneys of the LESSEE (for that purpose by those presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers thereof good and sufficient transfers or bills of sale thereof; and to receive the proceeds of such sale or sales, and from such proceeds to retain the amount of rent then due from the LESSEE and all other sums of money accruing or owing

under this Lease, together with the expenses incident to such sale or sales, rendering and paying the surplus of said proceeds, if any there be, to the LESSEE.

8. CONDEMNATION. In the event of taking of the Demised Premises by the U.S. Government or any state or local government or by any public or quasi-public agency as a result of the exercise of the powers of eminent domain, LESSEE shall be entitled to and shall receive that part of the proceeds attributable to the improvements erected on the Demised Premises by LESSEE, and in the event of such taking, this Lease shall terminate in all its particulars except that Paragraph 8 hereof shall remain in force.

9. NOTICES. All notices sent or required to be sent hereunder shall be sent by registered mail, postage prepaid, addressed as follows:

To LESSOR: c/o Mayor of the City of Providence
City Hall
Providence, Rhode Island, 02903

with a copy to: Port of Providence - Director
Marine Terminal Building
Municipal Dock
Providence, Rhode Island

To LESSEE: Director of Properties
Lehigh Portland Cement Company
718 Hamilton Street
Allentown, Pennsylvania 18105

Either party may, however, change its address for notices by giving written notice of such change to the other in the manner aforesaid. All payments of rent shall be sent to the LESSOR addressed as follows:

City Collector of the City of Providence
City Hall
Providence, Rhode Island 02903

10. SUCCESSORS AND ASSIGNS. All of the covenants and conditions contained herein shall remain in force during the term hereof and during any extension or renewal thereof, and the LESSEE'S covenants shall also be binding upon the LESSEE for such further time as the LESSEE shall hold the Demised Premises or any part thereof. References in this Lease to LESSOR or LESSEE and all expressions referring thereto mean the person or persons, natural or corporate named above as LESSOR or as LESSEE, as the case may be, and the heirs, executors, administrators, successors and assigns of such person or persons, and those claiming through or under them or any of them, unless repugnant to the context.

11. QUIET ENJOYMENT. The LESSOR covenants with the LESSEE that the LESSEE, paying the rent and performing the covenants and agreements on the part of the LESSEE herein contained, may peacefully hold and enjoy said premises during said term without any lawful let or hindrance by the LESSOR or by any person claiming by, through or under it.

12. OPTION TO RENEW. It is further understood and agreed by and between the parties that, provided the LESSEE is not in default hereunder, the LESSEE shall have the right and option to renew this Lease for a further term of ten (10) years upon written notice given to the LESSOR to that effect at least one (1) year before the termination of the then current term of the Lease. Such renewal shall be upon the same terms and conditions as are contained in this Lease except (i) as otherwise provided herein, (ii) the BASE RENT which shall be the then fair market rental value of the Demised Premises as agreed between the parties, (iii) the wharfage and dockage fees charged by LESSOR shall be set in accordance with the then current General Port Tariffs and changed

from time to time in accordance with said tariffs as filed with and accepted by the Port Commission, (iv) the costs of dredging if required at that time shall be renegotiated between the LESSOR and LESSEE, and (v) that there shall be no further right to renew. In the event that the parties cannot agree upon said market rental, it shall be fixed and determined by a majority of three disinterested persons - one chosen by the City of Providence Port Commission, the other by the LESSEE, and the third by the two so chosen; the decision of said majority to be final and binding upon the parties hereto and the cost of said arbitration to be borne equally by the parties.

In case the two arbitrators chosen by the respective parties cannot agree upon a third person, then such third person to be appointed by the Presiding Justice of the Superior Court for the Counties of Providence and Bristol, upon petition filed by either party.

13. INSURANCE. At all times during the terms of this Lease and any extension hereof, LESSEE shall keep in force public liability insurance covering LESSEE with respect to the Demised Premises in minimum limits of \$1,000,000 (One Million Dollars) for injuries to or death of one person, \$3,000,000 (Three Million Dollars) for injuries to or death of more than one person in the same occurrence in the aggregate. LESSEE shall provide workers' compensation or Longshoreman and Harbour workers coverage for its employees as required by applicable state or federal law. Upon the execution of this Lease, the LESSEE shall provide to the LESSOR a certificate properly executed by the insurance carrier showing the foregoing insurance policies are in effect. The policies shall provide that such insurance can be cancelled only on twenty (20) days' written notice to LESSOR.

IN TESTIMONY WHEREOF, said CITY OF PROVIDENCE has caused these presents to be executed and its corporate seal to be hereunto affixed by Joseph R. Paolino, Jr., Mayor, and said LEHIGH PORTLAND CEMENT COMPANY has caused these presents to be executed and its corporate seal to be hereunto affixed by _____, its Vice President, the day and year first above written.

CITY OF PROVIDENCE

Joseph R. Paolino, Jr., Mayor

LEHIGH PORTLAND CEMENT COMPANY

VICE PRESIDENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the _____ day of _____, 1990, before me personally appeared the above named Joseph R. Paolino, Jr., Mayor, of the City of Providence, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed in the name and on behalf of said CITY OF PROVIDENCE, to be his free act and deed in his capacity and the free act and deed of said CITY OF PROVIDENCE.

Notary Public

My Comm. Exp: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LEHIGH

In Allentown, on the day of , 1990, before me personally appeared , Vice President of LEHIGH PORTLAND CEMENT COMPANY, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed in the name and on behalf of said LEHIGH PORTLAND CEMENT COMPANY to be his free act and deed in his capacity and the free act and deed of said LEHIGH PORTLAND CEMENT COMPANY.

Notary Public
My Comm. Exp: _____

The within Agreement is authorized by Resolution of the City Council, City of Providence, No. approved , 1990.

CORRECT IN FORM:

CITY SOLICITOR

20 Washington Place
Providence, RI 02903
(401) 331-8400
FAX (401) 331-8450

COFFEY AND MARTINELLI LTD.

.....
C O U N S E L L O R S · A T · L A W

April 27, 1990

The Hon. Andrew Annaldo
Councilman, 14th Ward
City Hall
Providence, RI 02903

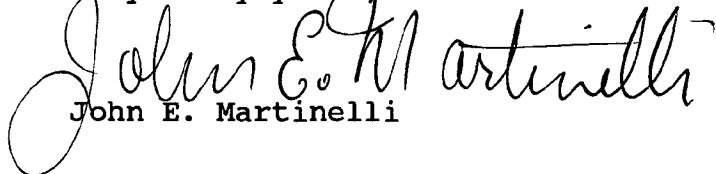
Re: Approval of Lehigh Portland Cement Co.
Lease with the City of Providence
Our File: 87-0361

Dear Councilman Annaldo:

The undersigned has represented Lehigh Portland Cement Company in its negotiations with the City of Providence over the past two years for approval of an extension of its lease through the year 2000. After extensive negotiations and consultation with the Port Authority, a workable lease was agreed upon, said lease having been approved by the Port Authority's attorney, John Garrahy. At the present time, I respectfully request that you schedule a Property Committee meeting for the purpose of reviewing and approving this lease for the City of Providence.

Thank you for your anticipated cooperation.

Very truly yours,


John E. Martinelli

JEM:jfr
cc: C. S. Flanagan, Esq.