

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 513

Approved August 15, 1980

RESOLVED, That His Honor the Mayor be and he is hereby authorized to execute a lease to Sun Oil Company of Pennsylvania of the Premises located at Fields Point, Providence, situated on City Assessor's Plat 56 and containing approximately Four Thousand Fifty (4,050) square feet of land, more or less, described as follows:

That certain tract or parcel of land situated in the Fields Point area in the City of Providence, R.I., shown as cross-hatched area and designated by the letters A-B-C-A on the accompanying plan entitled, "Providence, R.I., P.W. Dept. - Engineering Office, City Property Section, Plan No. 064086, Date: June 26, 1979", bounded and described as follows:

Beginning at point marked "A" on the accompanying plan; said point "A" being generally southwesterly and on the range with the existing northwesterly lease line of Sun Oil Company, said lease line is further identified as being the northwesterly line of Lot 313, on City of Providence Assessor's Plat 56, thence generally northeasterly ninety-two (92.00') feet to point marked "B" on the accompanying plan; thence southeasterly in a line eight (8.0) feet and parallel with the center line of railroad tract to point marked "C" on the accompanying plan; thence in a generally northeasterly direction one hundred fourteen (114.00') feet to point marked "A" on the accompanying plan:

Said parcel contains 4050 sq. ft. \pm .

Said parcel is subject to easements that may be required for sewer, water underground pipe line and railroad lines.

An existing easement shown as shaded area is designated by the letters E F G H E on the accompanying plan.

Proposed easement shown as shaded area is designated by the letters A B C D A on the accompanying plan.

The annual rental to be Twenty Cents (\$.20) per square foot, for a term of Ten (10) Years, subject to renegotiation following the first Five (5) Years, containing such terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

AUG 7 1980
READ AND PASSED

Ralph Fagnoli
PRES.
Rose M. Mendonca
CLERK

APPROVED

MAYOR

Vicente Cincinelli

AUG 15 1980

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
The Within Resolution

Frederic M. Mendonca

Clerk Chairman

August 4, 1980

FORWARDED

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4-12-2001

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From Herd or Sho

CITY OF PROVIDENCE, R. I.
 Mayor's Office Telephone 2-20
 150 Exchange Street, 1st Floor

26-



SUN OIL COMPANY OF PENNSYLVANIA

1608 WALNUT STREET, PHILADELPHIA, PENNSYLVANIA 19103

November 6, 1979

Mr. Harry A. Johnson
Chairman, Properties Commission
City of Providence
700 Allens Avenue
Providence, R.I. 02904

Dear Mr. Johnson:

It is my understanding that our previous correspondence regarding a request for amendment to our existing lease was misdirected and should have been brought to the attention of your commission. Please accept our apology and consider this a formal request for your consideration in this regard.

We presume that you have been provided with drawings illustrating our proposal. Basically the situation is as follows.

Our facilities to the north of the proposal are situated on land leased from the City and we are in need of additional area to accommodate the installation of a Vapor Recovery unit as mandated by the Environmental Protection Agency. Additionally, we must revamp our existing facility to meet environmental standards.

Terms have not been finalized with the City and I would suggest that the simplest way to proceed would be to incorporate this additional land in our existing lease by amendment. Our Lease, which was executed in 1972, encompasses 271,036 sq. ft. at an annual rental of \$30,000, reflecting a square foot rental of 11¢ per sq. ft. The current lease expires in 1981 but provides for a 10 year renewal at the same rate. The property we propose adding to the lease has an area of 4140 sq. ft. and would reflect a rental of \$455.00 per year at the same rate.

We are most anxious to begin work as soon as possible in order to meet the date established for environmental conformity and we would appreciate your early consideration.

Very truly yours,

SUN OIL COMPANY OF PENNSYLVANIA

R. W. Von Luehrte

Richard W. Von Luehrte
Manager, Real Estate

RWVL:jg

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FILED
NOV 13 8 47 AM '79
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

THE COMMITTEE ON
CITY PROPERTY

Recommends

Re Continued

Rose M. Mendonca
Clerk

12/17/79

1/8/80

2/13/80



CITY OF PROVIDENCE, RHODE ISLAND
MAYOR VINCENT A. CIANCI, JR.

DEPARTMENT OF PUBLIC WORKS . 700 ALLENS AVENUE . 02905
Clement Cesaro, Director James F. Lembo, Deputy Director

"DESCRIPTION OF PROPOSED LEASE TO SUN OIL COMPANY OF
PENNSYLVANIA AT FIELDS POINT AREA, PROVIDENCE, R.I."

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R.J. Quigley

August 26, 1980

Sun Oil Company of Pennsylvania
Richard W. Von Luehrte, Manager, Real Estate
1845 Walnut Street
Philadelphia, Pennsylvania 19103

Dear Mr. Von Luehrte,

Enclosed is certified copy of Resolution Number 513,
approved August 15, 1980, the same being self explanatory.

Will you or a representative communicate with the City
Solicitor's Office so the lease agreement for said land will
be executed.

Very truly yours,

Rose M. Mendonca,
City Clerk of Providence.

RMM/jma
Enclosure

City of Providence

THIS INDENTURE OF LEASE made and entered into this 1st day of July, 1980, 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 SUN OIL COMPANY OF PENNSYLVANIA, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called the "LESSEE", which expression shall include its successors and assigns where the context so requires or admits.

W I T N E S S E T H:

The Lessor, in consideration of the rents and charges hereinafter reserved doth hereby grant, demise and lease unto the Lessee, subject to the conditions, reservations and covenants hereinafter specified,

That certain tract or parcel of land situated in the Fields Point area in the City of Providence, R.I., shown as cross-hatched area and designated by the letters A-B-C-A on the accompanying plan entitled, "Providence, R.I., P.W. Dept. -Engineering Office, City Property Section, Plan No. 064086, Date: June 26, 1979", bounded and described as follows:

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Proposed easement shown as shaded area is designated by the letters A B C D A on the accompanying plan.

The demised premises are to be used by the Lessee or any of its subsidiaries or affiliated companies as a distribution center for storage, and distribution of its products.

TO HAVE AND TO HOLD said premises for a term of FIVE (5) YEARS, to begin on the 1st day of July, 1980 and to end on the 30th day of June, 1985, at an annual rental of EIGHT HUNDRED TEN (\$810) DOLLARS or \$.20 per sq. ft., which the Lessee agrees to pay to the Lessor in equal quarterly payments in advance on the first business day of each quarter during said term, at the office of the City Collector of the City of Providence. The Lessee shall have the option of giving NINETY (90) DAYS' written notice to the Lessor before the termination

of the term hereof to extend this lease for a further term of FIVE (5) YEARS, to begin on the 1st day of July, 1985 and to end on the 30th day of June, 1990, on the same terms and conditions as contained in this lease, except rental shall be subject to re-negotiation as agreed upon between the parties.

1. In consideration of the payment of said rents and the charges herein-after specified and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessee may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor, except as herein provided.

2. The Lessee will hold the Lessor harmless, exonerated and indemnified from or against all loss, costs, damages and expenses, including reasonable counsel fees, under any and all claims by any third person or persons, or co-partnership, association or corporation, made and based upon any neglect or default during the term hereof of the Lessee, or its tenants, agents, or servants, upon or about said premises, or in the use, conditions, maintenance, control or occupation of said premises or of any building, structure, fixture or other improvement, or any personal property thereon, or of any part or parts thereof, or made or based upon any act or omission during said term in the erection or placing on said premises any building, structure, fixture or other improvement, or any personal property, or made or based upon any accident caused by the Lessee's negligence whatever occurring during said term upon or about said premises, or in or about any building, structure, or improvement, or any personal property thereon, or any injuries suffered by any person or persons, or any damages to any property therein or thereon at any time or times during said term, and against any forfeiture, fine, loss, costs, damage and expense caused by its or their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, or the erection, maintenance or use of any building, structure, fixture or other improvement, or any personal property thereon, and against all loss, costs, damage and expense, including reasonable counsel fees, lawfully suffered or reasonably incurred by the Lessor in discharging said premises from any lien, judgment or incumbrance attached through any act or omission of the Lessee, its agents or servants during the term hereof, or suffered or incurred by the Lessor in obtaining possession of said premises after default, or upon the expiration of the term of this lease.

[illegible]

4. 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) It is further understood and agreed by and between the parties hereto that all additions and improvements erected or placed by the Lessee are and shall 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 to enforce said pledge by selling the additions and improvements or any of them on said leased premises at public auction, first giving notice once a week at least for three (3) successive weeks of the time and place of each 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 these 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.

(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 such default.

(d) That it 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 and damage by fire or by the elements or other causes not within its control 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 as received.

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 of the Lessee to remove and restore as 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.

(e) That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises with respect to the manner in which it uses same.

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

(g) That it will pay during the term of said lease all charges against the demised premises for water used by the Lessee.

That it will pay all electric service charges against the leased premises.

(h) That the Lessee will not assign this lease or 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.

5. The Lessee and Lessor mutually covenant and agree as follows:

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

(b) If during the term hereof Lessee shall be unable to obtain and renew any permits or licenses which may be required by law for Lessee's business use, in that event; Lessee shall have the right to terminate this lease upon sixty (60) days' written notice to the Lessor.

(c) That all written notices required under the terms of this lease shall, so far as the Lessor is concerned, be mailed postage prepaid to the Mayor of the City of Providence, City Hall, Providence, Rhode Island; and, so far as the Lessee is concerned, shall be mailed postage prepaid to the office of the Lessee, 1608 Walnut Street, Philadelphia, Pennsylvania 19103.

ARBITRATION CLAUSE:

In case the parties cannot agree to rent for a further term of five years, it shall be fixed and determined by a majority of three (3) disinterested persons, one chosen by the Mayor for the time being of the City of Providence, the other by the Lessee, and the third by the two so chosen. The decision of said majority shall be final and binding upon the parties hereto, and the cost of said arbitration shall be borne equally between the parties.

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

IN WITNESS WHEREOF, THE CITY OF PROVIDENCE has caused these presents to be executed in duplicate, and its corporate seal to be hereunto affixed by Vincent A. Cianci, Jr., its Mayor, duly authorized by vote of its City Council, and SUN OIL COMPANY OF PENNSYLVANIA has caused these presents to be executed and its corporate seal to be hereunto affixed by Carol L. Guard its Assistant Secretary, the day and year first above written.

CITY OF PROVIDENCE

15/ Joseph A. Fotella
City Solicitor

By: 15/ Vincent A. Cianci, Jr. Mayor

SUN OIL COMPANY OF PENNSYLVANIA

Carol L. Guard
ASSISTANT SECRETARY

By: Sam R. Rippy
Vice-President

STATE OF RHODE ISLAND

PROVIDENCE, SC.

In the City of Providence, on the 6th day of March, 1981,
then personally appeared before me the above-named Vincent A. Casarip
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.

Joseph A. Rotella
Notary Public

My Commission Expires:

June 30, 1981

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On the 16th day of October, 1980, before me personally
appeared David C. Rippy, to me known, who being by me duly sworn, did depose
and say that he resides in 2 James Thomas Road, Malvern, Pennsylvania 19355
and he is Vice President of SUN OIL COMPANY OF PENNSYLVANIA, a corporation
described in and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of
said corporation; and he signed his name thereto by like order.

Frank R. Kromer
Notary Public

My Commission Expires: January 2, 1982

CORRECT IN FORM AND SATISFACTORY TO ME.

Ronald H. Jan
Acting City Solicitor

RESOLUTION OF THE CITY COUNCIL

Na 513

Approved: August 15, 1980

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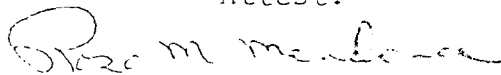
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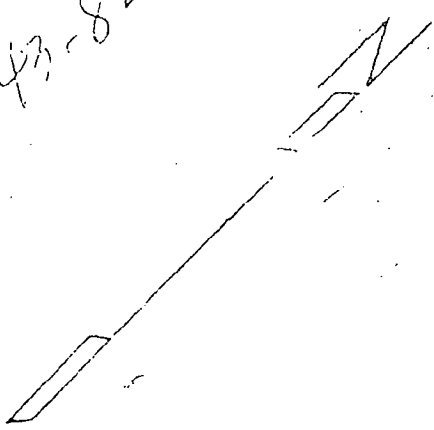
A true copy,
Attest:



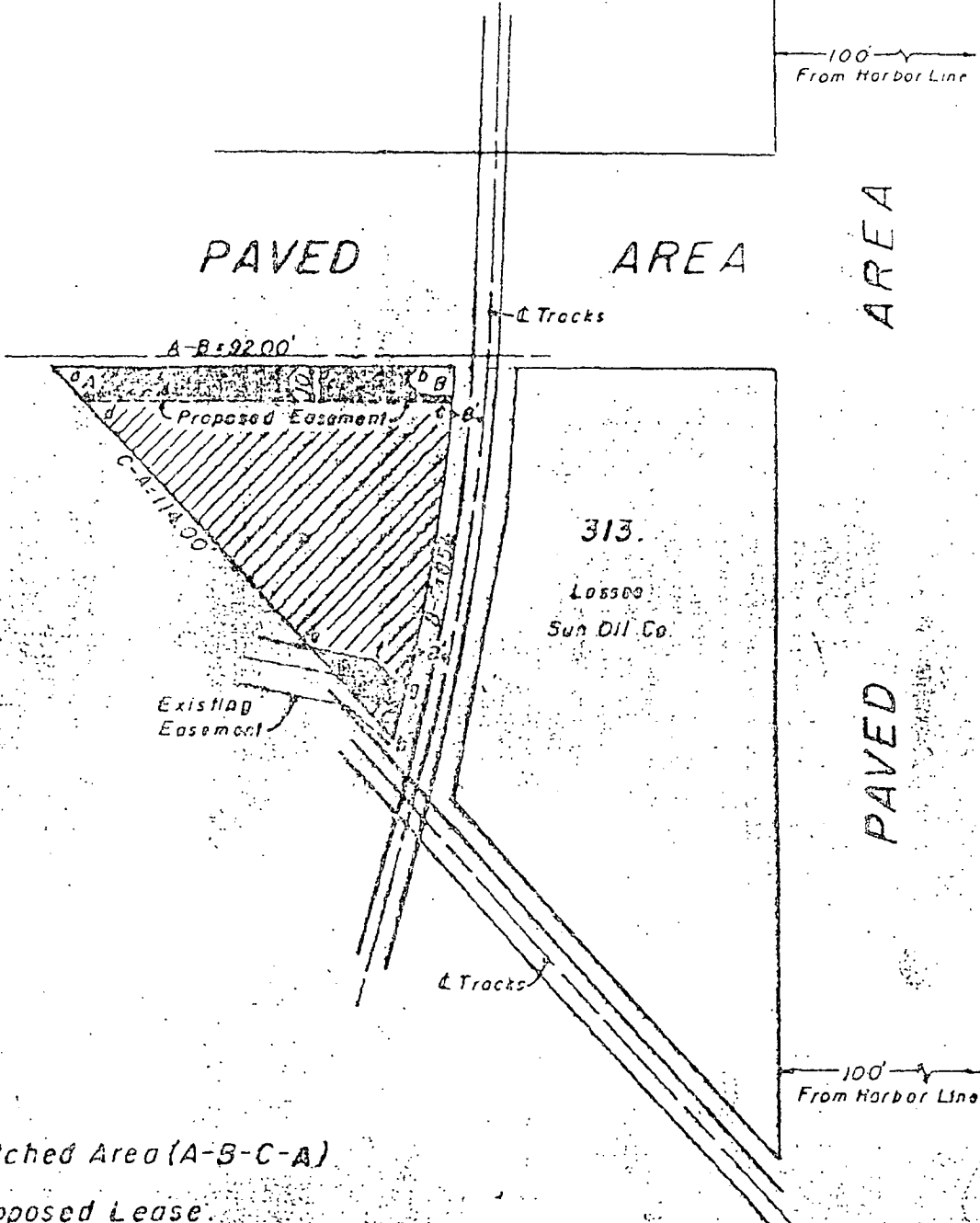
Rose M. Mendonca,
City Clerk.

43-822

PROVIDENCE R. I.
 P. W. DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064086
 Date June 26, 1979



100'
From Harbor Line



Notes:

- Cross-Hatched Area (A-B-C-A)
Indicates Proposed Lease.
- Shaded Area (a-b-c-d-a)
Indicates Proposed Easement.
- Shaded Area (e-f-g-h-e)
Indicates Existing Easement.
- Said Parcel Contains 4,050 Sq. Ft. ±

100'
From Harbor Line

CITY OF PROVIDENCE, R. I.
 Public Works Dept. Engineering Office
 Showing Proposed Sun Oil Lease
 Drawn by J.A.M. Checked by R.J.D.
 Scale 1" = 40' Date 6-26-79
 Corrected by [Signature] Associate Eng.
 Approved by [Signature] CHIEF ENGINEER

Lot Numbers From Assessor's Plat 56

768
J-84