

# RESOLUTION OF THE CITY COUNCIL

No. 706

Approved December 11, 1978

RESOLVED, that his Honor the Mayor is authorized, with the recommendation of the Committee on City Property of the City Council to enter into a Lease Agreement with the DaVinci Center for operation and maintenance of the DaVinci Center located on Charles Street in Providence, Rhode Island.

IN CITY COUNCIL

DEC 8 1978  
READ AND PASSED

*Ralph Fagnolo*  
CITY CLERK

*Rose M. Mendoza*  
CITY CLERK

APPROVED

MAYOR

*Vincent A. Cianci, Jr.*

DEC 11 1978

IN CITY COUNCIL  
OCT 19 1978  
FIRST READING  
REFERRED TO COMMITTEE ON CITY PROPERTY

Rose M. Mendonca CLERK

THE COMMITTEE ON  
CITY PROPERTY

Recommends

Rose M. Mendonca Clerk  
Nov. 20, 1978

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

OCT 13 10 47 AM '78

FILED

THE COMMITTEE ON  
CITY PROPERTY

Approves Passage of  
The Within Resolution

Rose M. Mendonca  
Clerk Chairman

Nov. 20, 1978

Councilman Petrosinelli and Councilman Salvatore (By Request)

Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R. I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

October 12, 1978

Rose Mendonca, City Clerk  
City Hall  
Providence, Rhode Island

Dear Mrs. Mendonca:

Enclosed you will find a copy of the Resolution and the Lease Agreement to be entered into between the City of Providence and the DaVinci Center.

Also enclosed please find correspondence with Councilmen Petrosinelli and Salvatore for sponsorship and a proposed change advocated by the DaVinci Center attorney. The Legal Counsel for Community Development supports the enclosed lease. If City Council wishes to amend there is no objection from the Mayor's Office of Community Development.

Your kind cooperation in this matter is greatly appreciated in that it may be placed on the docket.

Very truly yours,



Vito Russo  
Executive Director

VR/lg

Enclosures

# Gladstone & Zarlenga

*Attorneys at Law*

*Bernard G. Gladstone*

*B. Lucius Zarlenga*

*Fred J. Volpe*

*95 Humboldt Avenue*

*Providence, Rhode Island 02906*

*P. O. Box 2426*

*521-9800*

*331-7267*

October 10, 1978

Mayor's Office for Community Development  
44 Washington Street  
Providence, Rhode Island 02903

Attention: Ronald Parrillo, Esquire, Legal Counsel

Re: DaVinci Center Lease

Dear Ron:

Per our conference in your office on September 19th with John DeLuca, the following are the final revisions requested by the DaVinci Center to make the same acceptable for execution.

First of all, we have at no time viewed a copy of sketch which is to be attached as Exhibit "A" and would request that you forward the same by return mail.

As to revision, DaVinci requires the following:

- 1) Article I, Section 1.01 - Deletion of all language after the words, "hereunto appertaining" which apply to bed of streets, highways, adjoining tract, strips, gores, etc. DaVinci is not interested in leasing any premises other than the building and land upon which the building sits along with adjacent parking lot.
- 2) Article IV, Section 4.01 - Replacement cost shall be determined upon execution of said Lease Agreement. :
- 3) Article IV, Section 4.05 - Include the words, "and tenant" after the word, "Landlord" in both lines, 6 and 9.
- 4) Article V, Section 5.01 - Delete the words, "extraordinary, and unforeseen", and delete at the end of said paragraph the words, "upon any adjoining property or street, alley or passageway".

- 5) Article VI, Section 6.01 - (b) In line 4, after the word, "Landlord", insert, "not to be unreasonably withheld".
- 6) Article VI, Section 6.01 - (h) In line 1, substitute the word, "Maintain", for the word, "govern".  
In line 10, after the words, "less than \$50,000 for property damage," delete remainder of sentence.  
At the end of paragraph (h), add the words, "and tenant" after the word, "Landlord".
- 7) Article VII, Section 7.01 - In line 11 after the words, "reasonable counsel fees," add the words, "attributable to tenant".
- 8) Article IX, Section 9.01 - Line 5 after the words, "tenants", add the words, "so long as said inspection shall not interfere with the orderly conduct of tenants' activities upon the demised premises".
- 9) Article X, Section 10.01 - Add to the last sentence, "including all kitchen equipment installed".
- 10) Article XI, Section 11.01 - In the last sentence, delete the word, "not".
- 11) Article XII, Section 12.02 - In line 1, add the words, "and tenant", after the word "landlord".  
In line 2, after the word, "destruction", delete the phrase, "less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss".
- 12) Article XII, Section 12.03 - Delete the word, "determine", and add the word, "terminate at the option of the tenant, unless such premises shall have been rendered untenable by act or omission of the Landlord, its agents or servants; in which event, such untenable condition shall be rectified by the Landlord at the Landlord's sole expense within a reasonable time not to exceed Ninety (90) days, which compliance may be compelled by tenant who shall be entitled in addition thereto to the assessment of all costs, fees, including reasonable attorneys' fees, incurred to compel such compliance."
- 13) Article XII, Section 12.04 - In line 1, delete the words, "within five years", and insert the words, "at any time".
- 14) Article XIII, Section 13.02 - Add at the end the words, "excepting therefrom any incidental rentals."
- 15) Article XIV, Section 14.01 - (c) Add to the end, the words, "subject, however, to curative provisions for the benefit of the tenant as described in paragraph (b) above".

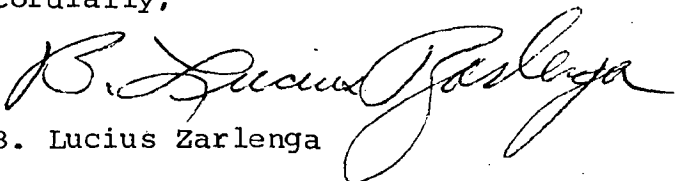
October 10, 1978

- 16) Article XIV, Section 14.02 - In line 5 after the word, "ejectment", delete the word, "otherwise", and insert the words, "other lawful means". At the end of said section, add the words, "as shall be determined by final judgment of a Court of competent jurisdiction".
- 17) Article XV, Section 15.01 - In line 4, after the word, "any", insert the word, "negligent". At the end of said paragraph, add the words, "unless such suit or actions (just or unjust) shall be occasioned by the act or omission of the Landlord, its agents or servants; in which event, the Landlord shall defend such suit, action or claim at its sole expense."
- 18) Article XIX, Section 19.01 - Insert address of tenant, "DaVinci Center for Community Progress, Inc., 470 Charles Street, Providence, Rhode Island."
- 19) Article XX, Section 20.01 - Delete subparagraph (c) and redesignate subsequent existing paragraphs as (c) through (e).
- 20) Article XXI, Section 21.01 - Add at the end, the words, "unless occasioned by the acts or omissions of the Landlord, its agents and/or servants."
- 21) Article XXIX, Section 29.01 - In line 3, after the word, "lease", insert the words, "excepting trespass and ejectment proceedings."

Upon receipt by this office of redrafted Lease embodying the above revisions, the DaVinci Center will be prepared to execute the same and accept occupancy upon acceptable completion of the premises.

Feel free to contact me if you have any questions.

Cordially,

  
B. Lucius Zarlenga

BLZ:ml

CC: John DeLuca,  
DaVinci Center for Community Progress, Inc.

Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R. I. 02903  
Phone: (401) 351-4300

# MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT

October 12, 1978

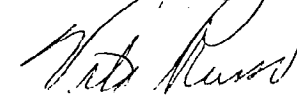
Councilman James A. Petrosinelli  
City Hall  
Providence, Rhode Island

Dear Councilman Petrosinelli:

It is the request of the Mayor's Office of Community Development that you consider the sponsorship of the enclosed Resolution to enable the City of Providence to enter into a Lease Agreement with the DaVinci Center.

Also enclosed please find a proposed change advocated by the DaVinci Center attorney. The Legal Counsel for Community Development supports the enclosed lease. If City Council wishes to amend there is no objection from the Mayor's Office of Community Development.

Very truly yours,



Vito Russo  
Executive Director

VR/lg

Enclosures

Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R.I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

October 12, 1978

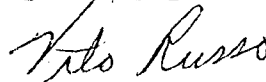
Councilman Robert V. Salvatore  
City Hall  
Providence, Rhode Island

Dear Councilman Salvatore:

It is the request of the Mayor's Office of Community Development that you consider the sponsorship of the enclosed Resolution to enable the City of Providence to enter into a Lease Agreement with the DaVinci Center.

Also enclosed please find a proposed change advocated by the DaVinci Center attorney. The Legal Counsel for Community Development supports the enclosed lease. If the City Council wishes to amend it there is no objection from the Mayor's Office of Community Development.

Very truly yours,



Vito Russo  
Executive Director

VR/lg

Enclosures



City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: November 21, 1978

TO: Acting City Solicitor Ronald H. Glantz

SUBJECT: PROPOSED LEASE AGREEMENT WITH DA VINCI CENTER

CONSIDERED BY: Councilman Harry A. Johnson, Chairman-Committee on City Property

DISPOSITION: The above named Committee is desirous of an opinion from you relative to the attached Resolution and Communication from B. Lucius Zarlenga, Attorney.

Upon receipt of approval from your department, the Resolution will be transmitted to the City Council with recommendation of adoption.

Please respond prior to December 4, 1978, and the Resolution will be placed on the Docket for the City Council Meeting of December 7, 1978.

*Rose M. Mendonca*  
City Clerk

Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R. I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

November 22, 1978

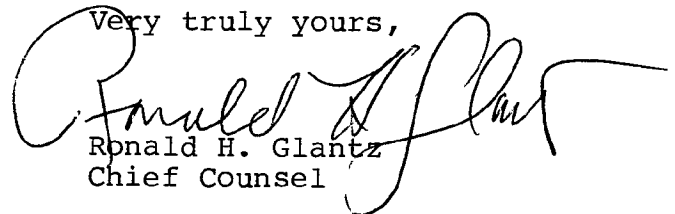
Members of the City Council  
City Hall  
Providence, Rhode Island

Re: DaVinci Center Lease

Gentlemen:

I have reviewed the DaVinci Center Lease and the proposed changes by DaVinci's attorney and have no objection to incorporating the proposed changes into the Lease.

Very truly yours,

  
Ronald H. Glantz  
Chief Counsel

RHG/lg

# LEASE AGREEMENT

THIS INDENTURE OF LEASE dated this                      day of  
                , 197    , by and between City of Providence, a Rhode  
and municipal corporation (hereinafter referred to as "Landlord")  
the Davinci Center                      , a Rhode Island non-business  
oration (hereinafter referred to as "Tenant").

W I T N E S S E T H

In consideration of Ten Dollars and other good and valuable consideration, each to the other in hand paid, the receipt whereof is hereby acknowledged, and the mutual covenants herein contained, Landlord and Tenant hereby agree with each other as follows:

## ARTICLE I

PREMISES

Section 1.01. Landlord hereby demises and leases to Tenant and Tenant hereby takes and hires from Landlord all that certain tract, piece, or parcel of land with all buildings and improvements thereon as is described and set forth in Exhibit A annexed hereto and made a part hereof, as if set forth at length herein, together with any and all right, title and interest of Landlord in and to any rights hereunto appertaining and any land lying in the bed of any street, road, or highway, opened or proposed, to the center line thereof, in front of or adjoining said tract, piece or parcel of land, and further together with all gores and strips adjacent or contiguous to said tract, piece or parcel of land or any portion thereof (all of the foregoing hereinafter sometimes referred to as either the "Demised Premises" or the "Premises").

## ARTICLE II

TERM

Section 2.01. TO HAVE AND TO HOLD the Premises unto the  
Tenant for and during a term of fifteen years commencing on  
and ending on  
the Tenant yielding and paying the rents provided in Article III.

Upon the expiration of said lease the tenant shall have the option to renew for an additional fifteen year period contingent upon satisfactory compliance of all terms and conditions. Upon request of either party, the Landlord and Tenant shall execute in recordable form an instrument setting forth the commencement and expiration dates of the term of this lease in accordance with the foregoing, and also setting forth the options and other provisions hereof, affecting the title to the Premises. The word "Term" shall apply to such initial term and any extended term as the context may require.

### ARTICLE III

#### RENT

Section 3.01. Tenant covenants and agrees to pay Landlord, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the address specified in or furnished pursuant to Section 19.01 hereof, from the Commencement Date up to and including the end of the term hereof a net rental of \$1.00 per annum. Such net rental (hereinafter called "the Net Rent") shall be in addition to, and over and above all the payments to be made by Tenant as hereinafter provided, and such Net Rent shall be paid in annual installments in advance on the anniversary date of the commencement hereof.

Section 3.02. It is the purpose and intent of Landlord and Tenant that the Net Rent shall be absolutely net to Landlord, so that this lease shall yield, net, to Landlord, the Net Rent specified in Section 3.01 hereof in each year during the initial term of this lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise or become due during or out of the initial term or any extended term of this lease shall be paid by Tenant, and that Landlord shall be indemnified and saved harmless by Tenant from and against the same.

Section 3.03. The Net Rent shall be paid to Landlord without notice or demand and without abatement, deduction or set-off.

Section 3.04. Tenant will also pay without notice, except as may be required in this lease, and without abatement, deduction or set-off, as additional rent, all sums, Impositions, costs, expenses and other payments which Tenant in any of the provisions of this lease assumes or agrees to pay, and, in the event of any nonpayment thereof, Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law in the case of nonpayment of the Net Rent.

#### ARTICLE IV

##### INSURANCE

Section 4.01. Tenant, at its sole cost and expense, shall keep the Building insured for the mutual benefit of Landlord, any Fee Mortgagee, and Tenant, during the term of this lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "Extended Coverage," so-called, and against such other risks as Landlord from time to time reasonably may designate, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than 80% of the then "full replacement cost," "full replacement cost" being the cost of replacing the Building, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, less physical depreciation of the Building. Such full replacement cost shall be determined upon expiration of said lease agreement at the request of Landlord by an appraiser, engineer, architect or contractor designated by Tenant and approved in writing by Landlord (such approval not to be unreasonably withheld) and paid by Tenant. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article IV.

Section 4.02. Tenant, at its sole cost and expense, but for the mutual benefit of Landlord and Tenant, shall maintain:

- (a) personal injury and property damage liability insurance against claims for bodily injury, death or property damage, occurring thereon, in or about the Demised Premises or the elevators or any escalator therein, and on, in or about the

adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this lease, of not less than \$100,000 in respect of bodily injury or death to any one person, and of not less than \$300,000 in respect of any one accident, and of not less than \$50,000 for property damage;

(b) boiler insurance, provided the Building contains a boiler, and, if requested by Landlord, plate glass insurance;

(c) workmen's compensation insurance covering Tenant's employees, if required by law; and

(d) such other insurance, and in such amounts as may from time to time be reasonably required by Landlord, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being, or to be, given to the height and type of building, its construction, use and occupancy.

Section 4.03. Tenant may effect for its own account any insurance not required under the provisions of this lease, but any insurance effected by Tenant on the Building, whether or not required under this Article IV, shall be for the mutual benefit of Landlord and Tenant and shall be subject to all other provisions of this Article IV and of Article VI hereof.

Section 4.04. All insurance provided for in this Article IV shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Rhode Island, are well rated by national rating organizations, and have been approved in writing by Landlord such approval not to be unreasonably withheld. Upon the execution of this lease, and thereafter not less than fifteen days prior to

the expiration dates of the expiring policies theretofore furnished pursuant to this Article IV, or any other Article of this lease, originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

Section 4.05. All policies of insurance provided for in Section 4.01 and 4.02 hereof shall name Landlord and Tenant as the insureds as their respective interests may appear. Each such policy shall contain a provision, that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay to Landlord and Tenant the amount of any loss sustained, and to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled without at least fifteen days' prior written notice to Landlord to whom a loss thereunder may be payable and that the insurer will not be subrogated to any claim the Tenant might otherwise have against the Landlord arising out of such loss.

Section 4.06. If at any time during the term of this lease, Landlord shall request that the amount of liability insurance provided by Tenant, as required by the provisions in Section 4.02 and in paragraph (h) of Section 6.01 hereof, be increased on the ground that such coverage is inadequate properly to protect the interest of Landlord, or if Landlord shall require other insurance pursuant to the provisions of paragraph (e) of Section 4.02, and Tenant shall refuse to comply with any such reasonable request or requirement, the dispute shall be submitted to arbitration as provided in Article XXIX hereof. Tenant shall thereafter carry the amount, and such kind, of insurance as determined by such arbitration to be adequate and required, but in no event shall the amount of public liability insurance be less than the amounts specified in Section 4.02 and in paragraph (h) of Section 6.01 hereof.

#### ARTICLE V

##### REPAIRS AND MAINTENANCE OF THE PROPERTY

Section 5.01. Throughout the term of this lease, Tenant, at its sole cost and expense, will take good care of the Demised Premises and the sidewalks, curbs and vaults adjoining the Demised

Premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Article V, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by Tenant shall be equal in quality and class to the original work. Tenant will do or cause others to do all necessary sharing of foundations and walls of the Building and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property or street, alley or passageway.

Section 5.02. The necessity for and adequacy of repairs to the Building pursuant to Section 5.01 hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or injury to the Building.

Section 5.03. Tenant shall put, keep and maintain all portions of the Demised Premises and the sidewalks, curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

Section 5.04. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises.

Section 5.05. In case any dispute shall arise at any time between Landlord and Tenant as to the standard of care and maintenance of the Demised Premises, such dispute shall be determined by arbitration as provided in Article XXIX hereof.

#### ARTICLE VI

##### CHANGES, ALTERATIONS AND NEW CONSTRUCTION BY TENANT

Section 6.01. Tenant shall have the right at any time and from time to time during the term of this lease to make, at its



sole cost and expense, changes and alterations in or of the Building, subject, however, in all cases to the following:

(a) No change or alteration involving an estimated cost of more than \$5,000 shall be undertaken except after thirty days' prior written notice to Landlord.

(b) No change or alteration, involving an estimated cost of more than \$10,000, including any restoration required by Article XII hereof, shall be made without the prior written consent of Landlord, such consent not to be withheld if the change or alteration would not in the reasonable opinion of Landlord impair the value or usefulness of the Building or any part thereof. Said consent not to be unreasonably withheld.

(c) No change or alteration shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations having jurisdiction. Landlord shall join in the application for such permits or authorizations whenever such action is necessary.

(d) Any structural change or alteration involving an estimated cost of more than \$25,000 shall be conducted under the supervision of an architect and/or engineer selected by Tenant and approved in writing by Landlord (such approval not to be unreasonably withheld), and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by Landlord (such approval not to be unreasonably withheld).

(e) Any change or alteration shall, when completed, be of such a character as not to reduce the value of the Demised Premises below its value immediately before such change or alteration.

(f) Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike

manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing.

(g) The cost of any such change or alteration shall be paid in cash or its equivalent, so that the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises.

(h) Any contractor or subcontractor shall maintain workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Demised Premises, and general liability insurance for the mutual benefit of Tenant and Landlord with limits of not less than \$100,000 in the event of bodily injury to one person and not less than \$300,000 in the event of bodily injury to any number of persons in any one accident, and with limits of not less than \$50,000 for property damage, shall be maintained by Tenant at Tenant's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies of recognized responsibility, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord and Tenant of such payment, shall be delivered to Landlord and Tenant.

(i) If the estimated cost of any such change or alteration shall be in excess of \$50,000, Tenant, before commencement of work, at Tenant's sole cost and expense, shall furnish to Landlord a surety company performance bond, issued by a surety

company acceptable to Landlord, or other security reasonably satisfactory to Landlord, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale, and other security interests or charges, and in accordance with the plans and specifications approved by Landlord. No performance bond or other security shall be required except to the extent that such estimated cost exceeds the amounts deposited pursuant to Section 12.02 of this lease.

(j) No change or alteration shall, when completed, tie in or connect the Demised Premises with any other building on adjoining property.

#### ARTICLE VII

##### REQUIREMENTS OF PUBLIC AUTHORITY

Section 7.01. During the term of this lease, Tenant shall, at Tenant's own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and all governmental authorities or any National or Local Board of Fire Insurance Underwriters affecting the Demised Premises or appurtenances thereto or any part thereof, whether the same are enforced at the commencement at the term of this lease or may in the future be passed, enacted, or directed. The Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Article VII.

Section 7.02. Tenant shall have the right to contest, by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant, or the Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the name referred to in Section 7.01 and, by the

terms of such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance until the final determination of such proceeding; provided, however, that such compliance shall not be delayed beyond the initial term hereof unless the Tenant shall exercise its option to extend, and in no event beyond the date of the termination of any such extension term.

Section 7.03. Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant to so contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest, provided, however, that such cooperation will be at Tenant's sole expense and at no expense to Landlord.

#### ARTICLE VIII

##### COVENANT AGAINST LIENS

Section 8.01. If because of any act or omission of Tenant, any mechanic's lien or any other lien, charge or order for the payment of money shall be filed against Landlord, or any portion of the Demised Premises, Tenant shall at Tenant's own cost and expense, cause the same to be discharged of record by bonding or otherwise within thirty-one days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Tenant shall promptly notify Landlord of any such lien, charge or order of which it may have knowledge.

#### ARTICLE IX

##### ACCESS TO PREMISES

Section 9.01. Landlord, or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the latter case only during the last six months of the term of this lease. Landlord shall be permitted to affix a "To

Let" or "For Sale" sign on the Demised Premises during the last 120 days of the term of this lease, in such place and form as shall not interfere with the business then being conducted at the Demised Premises so long as said inspection does not interfere with the normal operation of Tenant's activities.

#### ARTICLE X

##### SURRENDER

Section 10.01. Tenant shall, at the expiration or sooner termination of this lease, or any renewal thereof, peaceably yield up and surrender the Demised Premises, all buildings, structures and improvements thereon, with the appurtenances and fixtures, whether placed thereon by Landlord or Tenant, in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty alone excepted. Exception to said surrender being trade fixtures of Tenant. Said trade fixtures include kitchen fixtures.

#### ARTICLE XI

##### WAIVERS

Section 11.01. Tenant covenants with the Landlord that the failure of the Landlord to insist in any one or more instances upon strict and literal performance of any of the covenants, terms or conditions of this lease or to exercise any option of the Landlord herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, term, condition or option, but the same shall continue and remain in full force and effect. The receipt of rent by the Landlord with knowledge of the breach or any covenant, term or condition hereof shall not be deemed to be a waiver of such breach.

#### ARTICLE XII

##### DAMAGE OR DESTRUCTION

Section 12.01. In case of casualty to the Demised Premises resulting in damage or destruction exceeding \$5,000 in the aggregate, Tenant shall promptly give written notice thereof to Landlord. Regardless of the amount of any such damage or destruction, tenant, at its sole cost and expense, but only to the extent that insurance proceeds shall be sufficient for the purpose, shall restore, repair

or replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, or with such changes or alterations as may be made at tenant's election in conformity with and subject to the conditions of Article VII hereof. Such restoration, repairs, replacements, rebuilding or alteration shall be commenced promptly and prosecuted with all reasonable diligence, unavoidable delays excepted.

Section 12.02. All insurance money paid to the Landlord and Tenant on account of such damage or destruction less the actual cost, fees, and expenses if any, incurred in connection with the adjustment of the loss, or any of the amounts deposited with the Landlord for demolition or reconstruction pursuant to the provisions of Section 6.01 of this lease shall be applied by the Landlord to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations including the cost of temporary repairs, or for the protection of the property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the "Restoration") and shall be paid out from time to time as such restoration progresses, upon the written request of Tenant, which request shall be accompanied by such certificates as shall be deemed reasonably necessary by Landlord to demonstrate that the sum represents amounts justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons who have rendered services or furnished materials for the restoration, and that except as aforesaid there is no outstanding indebtedness known with respect to the restorations who have rendered services or furnished materials for the restoration, and that except as aforesaid there is no outstanding indebtedness known with respect to the restorations.

Section 12.03. Notwithstanding any of the provisions of this lease, if the Demised Premises shall be rendered uninhabitable for Tenant's purposes for a period of six months or more, as certified by Tenant's architect to Landlord, Tenant shall have the right to terminate this lease upon 30 days' written notice to Landlord, and thereafter shall have no further liability to Landlord and this lease shall determine.

Section 12.04. If at any time prior to the expiration of the term of this lease the building upon the Demised Premises shall be damaged or destroyed by fire, and the estimated cost of restoration exceeds \$25,000, Tenant shall have the option of restoring, repairing, replacing, rebuilding or altering the building as provided in this lease or terminating this lease upon 30 days' written notice to Landlord.

#### ARTICLE XIII

##### USE, SUB LEASES AND TRANSFER

##### OF TENANT'S INTEREST

Section 13.01. During the term of this lease Tenant shall use the Demised Premises for the maintenance and operation of a multi-purpose Community Service Center and for no other use or purpose.

Section 13.02. During the term of this lease without the prior written consent of Landlord first had and received, neither this lease nor the interest of Tenant in this lease or in any sub-lease shall be assigned, transferred or otherwise disposed of whether by operation of law or otherwise, nor shall the Demised Premises or any portion thereof be sublet with prior written approval of the city which shall not be unreasonably withheld except for incidental rental.

#### ARTICLE XIV

##### CONDITIONAL LIMITATIONS OF DEFAULT

Section 14.01. If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) if default shall be made in the due and punctual payment of any Net Rent or additional rent payable under this lease or any part thereof, when and as the same shall become due and payable, and such period of default shall continue for

a period of 30 days;

(b) default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or provisions contained in this lease other than those referred to in the foregoing sub-paragraph (a), and such default shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, except with respect in connection with a default not susceptible to being cured with due diligence with 30 days, and as to which the time for the Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence,, provided Tenant commences promptly and proceeds diligently to cure the same, and further, provided that such periods of time shall not so extended so as to subject Landlord to any criminal liability, or

(c) if any action shall be brought to force the dissolution or liquidation of the tenant, and such action shall not be dismissed within 30 days, then in any such event if Landlord shall make written notice to Tenant specifying such event of default or events of default, and stating that this lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least 30 days after the giving of such notice, and upon the date specified in such notice this lease and the term hereby demised and all rights of Tenant under this lease shall expire and terminate and neither Tenant nor Landlord shall have any further liability to the other.

Section 14.02. Upon such expiration or termination of this lease Tenant shall quit and peaceably surrender the Demised Premises to Landlord and Landlord upon or any time after such expiration or termination may enter upon re-enter the Demised Premises and possess and repossess itself thereof by, ejectment or lawful means and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, and may have, hold and enjoy the Demised Premises and the right to receive all rental income of and from the same.



ARTICLE XV

INDEMNIFICATION

Section 15.01. Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to personal property sustained by anyone in or about the Demised Premises resulting from any act or acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, or sub-lessees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or upon which Landlord may be impleaded without cost to Landlord upon such above-mentioned matter, claim or claims except if said action has been occasioned by negligence of Landlord.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01. Tenant, upon paying the Net Rent and other sums and charges to be paid by Tenant as herein provided, and by observing and keeping all covenants, warranties, or agreements and conditions of this lease on its part to be kept and observed shall quietly have and enjoy the Demised Premises during the term of this lease without lawful hindrance or molestation by anyone claiming by, through or under the Landlord, except as in this Lease provided.

ARTICLE XVII

BROKER

Section 17.01. The parties agree that no broker or other person has procured this lease or is entitled to a fee or commission for the consummation of this lease. Landlord and Tenant mutually agree to hold each other harmless from any and all claims for brokerage commissions with regard to this lease and also from any loss or damage that may be suffered by either of them, resulting from any brokerage claim, including reasonable counsel fees, in defending such action.

ARTICLE XVIII

DISCRIMINATION

Section 18.01. Tenant agrees that it will not discriminate on the basis of race, color, creed or national origin in the use or occupancy of the demised premises or of the conduct of any of its programs therefrom.

ARTICLE XIX

NOTICES

Section 19.01. No notice, approval, consent or other communication authorized or required by this lease shall be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, to the other party at the following addresses:

If to Landlord:                      City of Providence  
    City Hall  
    Providence, Rhode Island

If to Tenant:                         470 Charles Street  
    Providence, Rhode Island

The rent payable by Tenant hereunder shall be paid to Landlord at the same single place where notice to Landlord is herein required to be directed.

ARTICLE XX

CERTIFICATES

Section 20.01. Either party shall, without charge, at any time and from time to time hereinafter, within fifteen days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgage or proposed purchaser, or any other person, firm or corporation specified in such request:

(a) as to whether this lease has been supplemented by or amended, and if sum the substance and manner of such supplement or amendment;

(b) as to the validity and force and effect of this lease, in accordance with its terms as then constituted;

(c) as to the existence of any default;

(d) as to the existence of any offsets, counter-claims, or defences ~~thereto~~ on the ~~party~~ of such other party;

(e) as to the commencement and expiration dates of the term of this lease; and

(f) as to any other matters as may be reasonably so requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding upon the party executing the same.

#### ARTICLE XXI

##### REPRESENTATIONS

Section 21.01. At the commence of the term of this lease, Tenant shall accept the building and improvements on the Demised Premises in their then existing condition and state of repair, and hereby agrees that no representations, statements or warranties in respect thereof or in respect of their condition of the use or occupation that may be made thereof and that Landlord shall in no event be liable for any latent, patent or other defects in the Demised Premises or in the building improvements thereon or the appurtenances thereto.

#### ARTICLE XXII

##### GOVERNING LAW

Section 22.01. This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

#### ARTICLE XXIII

##### PARTIAL INVALIDITY

Section 23.01. If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this lease, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE XXIV

SHORT FORM LEASE

Section 24.01. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth the description of the Demised Premises, the term of this lease and other portions thereof, excepting the rental provisions, as either party may request.

ARTICLE XXV

INTERPRETATION

Section 25.01. Whenever herein the single number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, and vice versa, as the context shall require. This lease may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

ARTICLE XXVI

ENTIRE AGREEMENT

Section 26.01. No oral statement or prior written matter shall have any force or effect. Each party agrees that it is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified or cancelled except by writing subscribed to by all the parties.

ARTICLE XXVII

CAPTIONS

Section 27.01. The captions appearing in this INDENTURE of LEASE are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this indenture of lease or the intent of any provision hereof.

ARTICLE XXVIII

SUCCESSORS AND ASSIGNS

Section 28.01. Except as herein otherwise expressly provided,

the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

ARTICLE XXIX

ARBITRATION

Section 29.01. It is mutually agreed that any controversy or dispute between Landlord and Tenant arising out of or in any way related to the provisions of this lease, or occupancy of the Demised Premises by Tenant shall be submitted to arbitration in accordance with the then rules of the American Arbitration Association. All such proceedings shall be held within the State of Rhode Island, and judgment may be entered upon the award of the arbitrator or arbitrators in such proceeding in any court of competent jurisdiction. No arbitrator shall have the right or power to revise, amend, modify or reform the provisions of this lease, and shall be bound by the provisions of this lease.

IN WITNESS WHEREOF, the Landlord and Tenant have each caused this lease to be executed and their respective corporate seals affixed by officers for that purpose duly authorized, both on the date and year first above written.

CITY OF PROVIDENCE

By \_\_\_\_\_

By \_\_\_\_\_

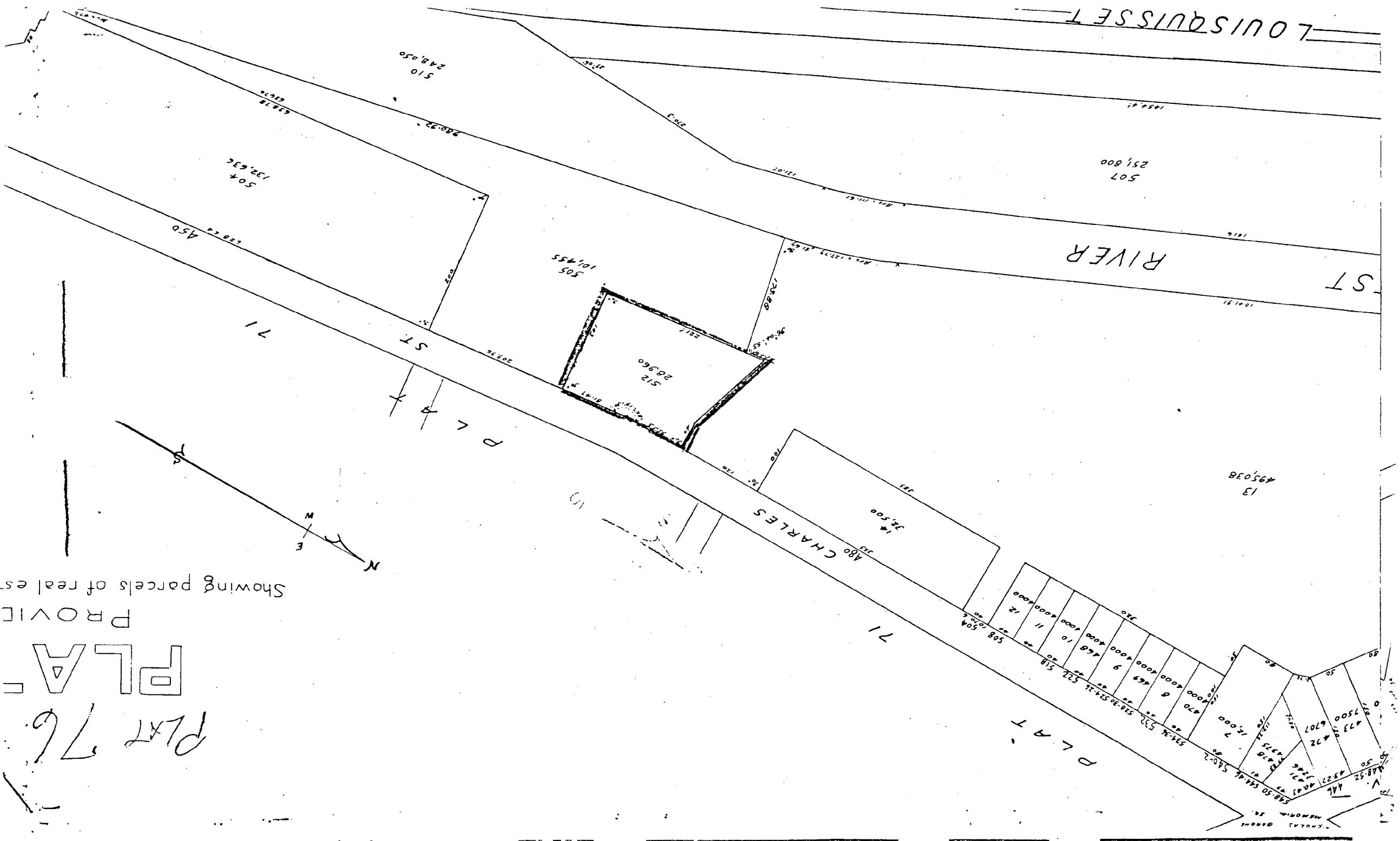
EXHIBIT A

That certain parcel or tract of land located on the westerly side of Charles Street in the City of Providence, County of Providence, State of Rhode Island and is bounded and described as follows: Beginning at a drill hole located at the northeasterly corner of the property herein described; thence running southerly along the westerly street line of Charles Street for a distance of 95.53 feet (29.118m) to a drill hole located at an angle; thence turning an interior angle of 186°-17'-40" and continuing southerly along the westerly line of Charles Street for a distance of 81.47 feet (24.832m) to a corner and property now or formerly belonging to Charles Place Associates; thence turning an interior angle of 90°-00'-00" and running westerly bounding southerly by said Charles Place Associates property for a distance of 143.00 feet (43.586m) to a drill hole located at a corner; thence turning an angle of 90°-00'-00" and running northerly bounding westerly in part by said Charles Place Associates property and in part by City of Providence property for a distance of 221.00 feet (67.361m) to a corner; thence turning an interior angle of 70°-32'-05" and running easterly bounding northerly by said City of Providence Property for a distance of 120.61 feet (36.761m) to an angle; thence turning an interior angle of 193°-10'-15" and continuing westerly bounding northerly by said City of Providence property for a distance of 40.00 feet (12.192m) to the point and place of beginning; the last described line forming an interior angle of 90°-00'-00" with the first described line. Said parcel contains 28,597 square feet or 2,656.7m<sup>2</sup>.

PLA = PROVINCIAL

PLA

96 247d



PLAT

SILVER SPRING

ST.



PLAT 71

PROVIDENCE, R.I.  
Showing parcels of real estate as assessed, DEC., 31, 1968.



Lease Agreement

Between

DaVinci Center

and

M. O. C. D.

**MAYOR'S OFFICE OF  
COMMUNITY DEVELOPMENT**

44 WASHINGTON STREET  
PROVIDENCE, R. I.