

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 1

Approved January 12, 1979

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100

RESOLVED, That His Honor the Mayor, be and he is hereby authorized to execute a lease to Blue Ribbon Beef Company, Inc., a Rhode Island Corporation of Providence, of that certain tract or parcel of land situated in the City of Providence and comprising mostly of an area over the Bed of the Moshassuck River; said area being further identified on accompanying plan entitled "Providence, Rhode Island, Public Works Department, Engineering Office, City Property Section Plan No. 064000, dated December 31, 1976", for a term of Twenty (20) Years to be effective February 1, 1979, at an annual rental for the first Ten (10) Year period of Six Thousand (\$6,000.00) Dollars, the lessee shall have an option to renew this lease for two further terms of five (5) years each, beginning February 1, 1989, and ending on January 31, 1994 and 1999 respectively, under the same terms and conditions as contained in said lease, with the exception of the rent that shall be negotiated between the parties with a maximum increase of twenty-five percent (25%) per option period, and

BE IT FURTHER RESOLVED, That all Resolutions concerning leases on said land are hereby rescinded and superseded by this Resolution.

IN CITY COUNCIL -
JAN 3 1979
READ AND PASSED

Ralph Fagnoli PRES.
Rose M. Maudover CLERK

APPROVED
MAYOR

James A. Cravie, Jr.
JAN 12 1979

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
Within Resolution

Rose W. Mendelsohn
Chair

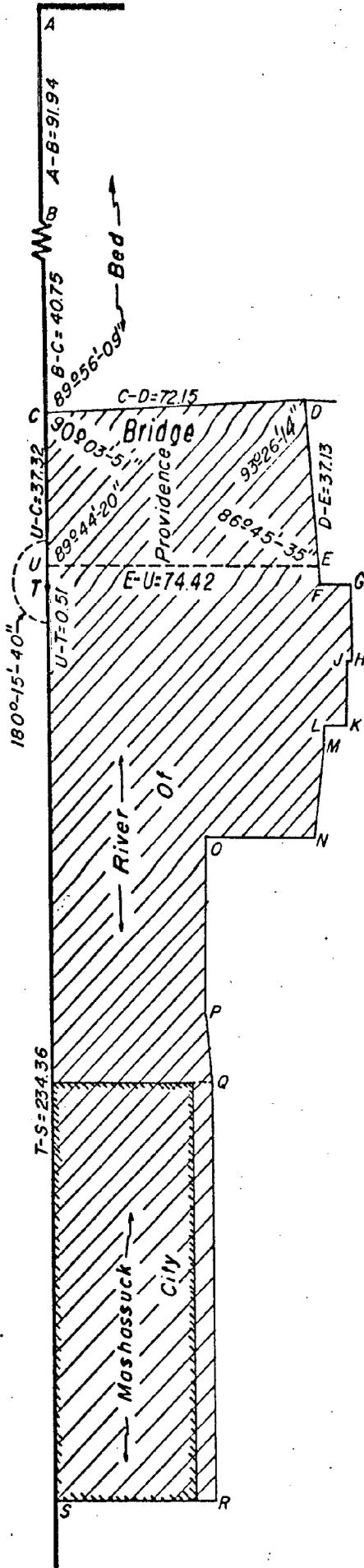
DEC 21 1978

JAN 3 1979

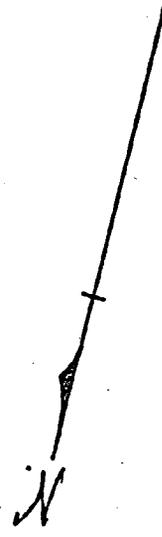
APPROVED

JAN 1 3 1979

CANAL STREET



PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064000
 Date December 31, 1976



Note:

Proposed Assignment of Lease Shown as Cross-Hatched Area (C-D-E-F-G-H-J-K-L-M-N-O-P-Q-R-S-T-U-C).

CITY OF PROVIDENCE, R. I.
 Public Works Dept Engineering Office
 Showing Proposed Assignment of Lease
 Drawn by J.A.M. Checked by A.J.P.
 Scale 1"=40' Date 12-31-76
 Corrected by [Signature] Associate Engr.
 Approved [Signature] CHIEF ENGINEER

13

Gladstone & Zarlenga

Attorneys at Law

Bernard C. Gladstone

B. Lucius Zarlenga

Fred J. Volpe

95 Humboldt Avenue

Providence, Rhode Island 02906

P. O. Box 2426

521-9800

331-7267

July 20, 1978

Harry A. Johnson, Chairman
Philip F. Addison, Jr., Vice-Chairman
Edward W. Xavier, Vincent J. Cirelli,
Ralph Fargnoli and William G. Bradshaw,
Councilmen, and Members of the Public Properties
Committee of the City of Providence
c/o The Honorable City Clerk, Rose M. Mendonca
City Hall
Providence, Rhode Island

Dear Chairman, Vice-Chairman and Members of the
Public Properties Committee:

This office represents Blue Ribbon Beef Co., Inc., of 276 Canal Street, Providence, Rhode Island, owner of the building and present Lessee of the City of Providence land in an area over the bed of the Moshassuck River in Providence, under terms of a Lease with the City of Providence which was originally entered into on the 8th day of December, 1970 and that terminates on November 30, 1980.

The Lease for the City of Providence land was assigned to Blue Ribbon Beef Co. Inc., a Rhode Island corporation, by Resolution of the City Council #13, approved on January 14, 1977, wherein there was executed a consent to assignment of Lease among Wilson Foods Corporation, a Delaware corporation, of Oklahoma City, Oklahoma, and Blue Ribbon Beef Co. Inc., a Rhode Island corporation, of Providence, Rhode Island, wherein the original Lease was between the City of Providence, Lessor, and Wilson-Sinclair Co., Lessee and/or its successor corporations.

Page 2.

July 20, 1978

Blue Ribbon Beef Co. Inc. is in the wholesale meat business and services many retail establishments that cater to the needs of the good people of the City of Providence and the continuation of this business at this location is beneficial to the entire community.

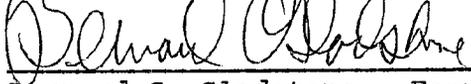
Mr. William J. Rossi, the principal stockholder of Blue Ribbon Beef Co. Inc., in order to better utilize these premises for the purposes for which it is intended, has contracted for insulation work required to convert the second and third floor coolers into freezers and the cost of same is in excess of \$70,000 and prior to entry into this substantial contract for the improvement of these properties, it is important that the present Lease be extended for a reasonable period of time to insure its full utilization by its present owners for the purposes of supplying foods for the people of the City of Providence and other cities and towns in the State of Rhode Island.

On behalf of Blue Ribbon Beef Co. Inc., we are therefore requesting the Public Properties Committee to entertain a Petition to extend the present Lease for a period of ten years with (2) five year options to renew in order to be able to accomplish the improvements that have been specified.

It would be sincerely appreciated if this matter could be placed on the agenda of the next Public Properties Committee meeting with the prayer that it be favorably considered and proposed by Resolution to the City Council for action thereon.

Please notify this office of when this can be accomplished.

Sincerely,
BLUE RIBBON BEEF CO. INC.
By Its Attorneys,
GLADSTONE & ZARLENGA

By: 
Bernard C. Gladstone, Esquire

BCG:dr

THE COMMITTEE ON
CITY PROPERTY

Recommends

Be Continued

Rose M. Mendonca
Clerk

Oct 20, 1978

Nov. 20, 1978

PROVIDENCE, R.I.
DEPT. OF CITY CLERKS
JUN 21 12 06 PM '78
FILED

14

William N. Harris, Inc.

SALES AND SERVICE

REFRIGERATION and AIR CONDITIONING

14 April 1978

Blue Ribbon Beef Co., Inc.
276 Canal Street
Providence, R.I.

ATTN: Mr. William Rossi

RE: REVAMP AND FREEZER INSTALLATION

Dear Billy;

We are pleased to submit herewith our proposal and estimate for furnishing and installing a new system for the "Proposed New Freezers, 2nd and 3rd floors".

We propose to remove all existing NH₃ coils and blowers.

2nd FLOOR = We shall furnish and install one Kramer Roof Mounted Air Cooled Model K15L52, 15 HP Low Temperature Condensing Unit complete with weatherproof housing and factory pre wired control system.

We shall install two Kramer KED 400 Automatic Defrost Space Chillers complete with all necessary inter-connecting refrigerant piping and controls.

3rd FLOOR = We shall furnish and install one Kramer K12L52, 12 HP Roof Top with similar features together with two KED 250 Automatic Electric Defrost Space Chillers. All necessary inter-connecting refrigerant lines and specialties shall be installed.

General: We shall install all necessary plumbing for drains and electrical wiring for power and controls.

Our price for this installation delivered, erected, serviced, and guaranteed for a period of one year, including a Manufacturers Five Year Warranty, shall be the sum of TWENTY EIGHT THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS, (\$28,977.00), including all taxes.

NEW ADDRESS:

479 DOUGLAS AVE.
PROVIDENCE, R. I.
02908

TEL 751-4774

Very truly yours,

William N. Harris Inc.

Ray E. Grinrod
Ray E. Grinrod

YORK 

21 COLFAX STREET, PAWTUCKET, RHODE ISLAND 02860/723-3980-723-3981

LE A S E

THIS INDENTURE OF LEASE, made and entered into this day of January, A.D., 1979, by and between the City of Providence, a municipal corporation, created by the General Assembly of the State of Rhode Island, of the first part, LESSOR, and BLUE RIBBON BEEF COMPANY, INC., a Rhode Island corporation, with its principal place of business at 276 Canal Street, Providence, Rhode Island, and duly qualified to transact business in the State of Rhode Island, of the second part, LESSEE;

W I T N E S S E T H:

That the said LESSOR, for and in consideration of the rents and covenants hereinafter specified and contained, on the part of the said LESSEE, its successors or assigns, to be paid, kept and performed, does hereby demise and lease unto the said LESSEE, its successors and assigns, for and during the full and entire term beginning on the 1st day of February, A.D., 1979 and ending on the 31st day of January, A.D., 1989.

That certain tract or parcel of land situated in said City of Providence and comprising mostly an area over the bed of the Moshassuck River, bounded and described as follows:

Beginning at a point in the westerly line of Canal Street, one hundred thirty-two and sixty-nine one hundredths (132.69) feet northerly from the jog or angle in the said westerly line of Canal Street, opposite Lonsdale Street; thence westerly, making an interior angle of 90°-03'-51" and bounding southerly on other land of the City of Providence seventy-two and fifteen one hundredths (72.15) feet to land now or formerly of the Boston and Providence Railroad Company;

thence in a general northerly direction and bounding westerly on said railroad land to the northwesterly corner of land now under lease to this lessee as described in lease for term beginning December 8, 1970; thence easterly in a line at right angles with Canal Street and bounding northerly on other land of City of Providence to said Canal Street; thence southerly, making an interior angle of 90° and bounding easterly on said Canal Street, two hundred thirty-four and thirty-six one hundredths (234.36) feet; thence continuing southerly, making an exterior angle of $180^{\circ}-15'-40''$ and bounding easterly on said Canal Street, thirty seven and eighty-three one hundredths (37.83) feet to the point and place of beginning.

Said parcel is shown as shaded area and designated by the letters C-D-E-F-G-H-J-K-L-M-N-O-P-Q-R-S-T-U-C, on the accompanying plan entitled "Providence, R.I., PW Dept., Engineering Office, City Property Section, Plan No. 064000, Dated December 31, 1976".

The within described premises are subject to the right of the Boston and Providence Railroad Corporation and THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, a Rhode Island corporation, and subject to the rights of the trustees of PENN CENTRAL TRANSPORTATION COMPANY, a Pennsylvania corporation, viz.: George P. Baker, Richard C. Bond, Jervais Langdon, Jr., Willard Wirtz, (said PENN CENTRAL TRANSPORTATION COMPANY now in reorganization), to erect, maintain and use a bridge and way over and across the said Moshassuck River from Canal Street, within the area bounded and described as follows:

Beginning at a point in the westerly line of Canal Street; said point being the southeasterly corner of the parcel above described; thence westerly at an interior angle of $90^{\circ}-03'-51''$, seventy-two and fifteen one hundredths (72.15) feet to land now or formerly of Boston and Providence Railroad Corporation and New York, New Haven and Hartford Railroad Company; thence in a general northerly direction making an interior angle of $93^{\circ}-26'-14''$, bounding westerly

on said railroad companies' land, thirty-seven and thirteen one hundredths (371.13) feet; thence easterly making an interior angle of $86^{\circ}-45'-35''$, seventy-four and forty-two one hundredths (74.42) feet to the westerly line of Canal Street; thence southerly making an interior angle of $89^{\circ}-44'-20''$ and bounding easterly on said Canal Street, thirty-seven and thirty-two one hundredths (37.32) feet to the point of beginning.

TO HAVE AND TO HOLD the same with all the rights and privileges thereof to the said LESSEE, its successors and assigns, for and during the term aforesaid, it and they paying therefor, as an annual rent, the sum of SIX THOUSAND (\$6,000) DOLLARS, during the ten year period, beginning February 1, 1979, payable quarterly in advance for and during said period.

PROVIDED ALWAYS, and this lease is made upon the express conditions that the said LESSEE, its successors or assigns, shall not during the continuance of this Lease, use or occupy the aforescribed premises, or any part thereof, or suffer the same to be used or occupied for any purpose whatsoever except as a building site for commercial buildings, and for parking in connection therewith; that said LESSEE, its successors and assigns, shall maintain the river walls and all piles and other supports in the river or river bed under or appurtenant to its or their building or buildings in good and safe condition and shall not in any manner cause said river to be deflected or to overflow its banks or any part thereof, or the flow thereof in its regular or normal channel to be materially obstructed; that no pile or structures, whether original or in renewal or substitution of any existing ones, shall be placed in the river or the river bed for the support of any

building, except such number thereof and in such locations as shall be first approved in writing by the City Engineer; that all materials used in and work upon the building supports shall be subject to the approval of said Engineer; and any such work or materials which are defective or improper, and any piles or supports located in any unauthorized place or places shall be promptly removed by the LESSEE, its successors or assigns, upon the order of said Engineer; that no pile or piles or other building supports shall be located or maintained so as to materially obstruct the flow of said river, and at any time or times upon the order of said Engineer any pile or piles or other supports, now or hereafter located, whether or not with the approval of said Engineer, which shall be found to materially interfere with the flow of said river, or to hold or cause the accumulation of any matters or materials so as to interfere with the free flow of said river, shall be promptly removed, by the LESSEE, its successors or assigns, and other pile or piles or supports substituted therefor so far as necessary in other place or places approved by said Engineer, all at the expense of the LESSEE, its successors or assigns, and that any such accumulation shall be promptly removed by the LESSEE, its successors or assigns, at its or their expense; that in case at any time during the continuance of this Lease, the City Council adopts any plan for straightening or otherwise improving said river or any part thereof or the flow thereof, the City shall have the right to execute the work on the demised premises, disturbing the LESSEE, its successors or assigns, in its or their occupation no more than is reasonably necessary,

and the LESSEE, its successors or assigns, at its or their expense shall conform its building supports thereto, and shall not be entitled to any damages for any such disturbance; that in case at any time during the continuance of this Lease, the Committee on City Property shall adopt any improved plan of the City Engineer for supporting buildings over said river or any part or parts thereof between the railroad bridge opposite Lonsdale Street on the south, and Smith Street on the north, the Lessee, its successors and assigns, shall install its or their building supports according to such plan, or in case at such time it or they have any building or buildings over the same, it or they shall, upon direction of said committee replace or reconstruct its or their building supports to conform with such plan, and shall remove any other supports for any such building, wholly at its or their expense, but the LESSEE, its successors or assigns, relative thereto shall not be required to rebuild any part of the river walls under or adjoining any such building; that in case at any time during the continuance of this Lease the property is required or taken for highway purposes or other public improvements by the LESSOR, or by the state or federal governments, then and in that event, the LESSOR may terminate this Lease by written notice to the LESSEE, its successors or assigns, given by the Director or Public Works of the City of Providence for the time being, ninety (90) days prior to the termination date specified in said written notice; that in the event of such termination, the LESSEE, its successors and assigns shall and will, at the expiration of the Lease, peaceably yield up unto the said

LESSOR, its successors and assigns all and singular the premises aforesaid and shall be allowed damages, reimbursement or recovery allowed by law on the cancellation of this Lease or the taking of the land or of the buildings or improvements on the premises; that at the termination of the Lease, at the normal termination date, the LESSEE, its successors and assigns at its or their expense will remove all buildings, piles, supports or other structures on, in or over said demised premises, and any buildings, piles, supports or other structures not so removed, shall at the expiration of the termination date, at the option of the LESSOR, be and become the sole property of said LESSOR, its successors and assigns; provided, however, that if the LESSOR notifies the said LESSEE to remove all buildings, piles, supports or other structures in or over said demised premises, and the said LESSEE fails and neglects to so remove them, the said LESSOR upon notice to the LESSEE may proceed to do said work, and the said LESSEE shall be liable to the LESSOR for the expenses and charges incurred in the work of removal; that the LESSEE, its successors or assigns, shall not suffer or permit any sewage, refuse, debris or other matters or materials of any kind to be discharged, thrown or deposited by any means or instrumentalities from the demised premises into said river; that said LESSEE, its successors or assigns, shall hold and keep the CITY OF PROVIDENCE saved and indemnified from and against all loss, cost, damage, payment or expense on account of any injury to any person or persons or damage to any property of any kind by reason of the construction, ill-construction, lack of repair, maintenance, occupation, use or existence of any building, piles, supports, or struc-

tures in or on the demised premises; and that upon any violation of any of the conditions hereof, the said LESSOR, acting by the City Council of said City or other body having general power to act for said CITY, its successors or assigns, shall be at liberty to terminate this Lease, and may thereupon lawfully, immediately or at any time thereafter, and without notice or demand, enter into and upon said premises and repossess the same as of their former estate.

It is further understood and agreed by and between the parties hereto that all buildings and improvements now upon said land and all such buildings and improvements as shall be erected or placed upon said land during the continuance of this Lease, 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 said LESSEE, its successors or assigns, it shall be lawful for said LESSOR, its successors assigns, to enforce said pledge by selling the buildings, or any of them on said demised 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 said City of Providence; and in its or their own name or names, or as the attorney or attorneys of the said LESSEE, its successors or assigns, (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 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 said LESSEE, its successors or assigns, 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 said LESSEE, its successors or assigns; said notice may be served by leaving the same at any office on the premises hereby leased with any person there employed, or by posting the same on any outer door of said building or on any building now or hereafter on said premises.

And the said LESSEE, for itself and for its successors or assigns, covenants to and with the LESSOR, its successors or assigns, that it and they will pay or cause to be paid all rents and sums of money accruing or owing under this Lease; that it or they will not assign this Lease nor underlet the whole or any part of the premises to any person or persons without the consent of said LESSOR, acting by the Mayor of said city, his successors or assigns, being first obtained in writing allowing thereof, said consent not to be unreasonably withheld; and also that it shall be lawful for said LESSOR, its successors or assigns, or either of them, at reasonable times, to enter into and upon the premises to examine the condition thereof, and further, that said LESSEE, its successors or assigns, shall and will at the expiration of this Lease, peaceably yield up unto the said LESSOR, its successors or assigns, all and singular the premises aforesaid, provided, always, and these presents are upon this condition, that if the said rent or payment of any

money due under this Lease shall be in arrears and unpaid after the same shall have become due and payable, or the said LESSEE, its successors or assigns, shall break or disregard, or neglect or fail to perform and observe any or either of the covenants or agreements herein before contained, which are on its or their parts to be performed, then and in either of said cases, the said LESSOR, its successors or assigns, may lawfully and immediately or at any time thereafter, and while such neglect or default continues, terminate this Lease and without further notice or demand, enter into and upon the said premises or any part thereof, in the name of the whole, and repossess the same as of their former estate and expel the said LESSEE and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or money or preceding breach of covenant; and in case of any assignment of this Lease, by consent as aforesaid, the assignee thereof shall at once notify the said LESSOR in writing or his acceptance thereof and duly covenant and agree to abide by and perform the promises, covenants and obligations assumed by the LESSEE herein named for the remainder of said term of Lease or will at the option of said LESSOR duly execute as LESSEE a Lease comprising the terms, covenants and obligations herein contained so far as applicable to such new Lease.

The LESSEE shall have an option to renew this Lease for two further terms of five (5) years each, beginning February 1, 1989, and ending on January 31, 1994 and 1999 respectively, under the same terms and conditions as contained in this Lease,

with the exception of the rent that shall be negotiated between the parties with a maximum increase of twenty-five percent (25%) per option period.

IN TESTIMONY WHEREOF said parties have caused these presents to be executed and their corporate seals to be hereunto affixed, said CITY OF PROVIDENCE by VINCENT A. CIANCI, its Mayor, and said BLUE RIBBON BEEF COMPANY, INC., by WILLIAM J. ROSSI, its President, both duly authorized for that purpose, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF PROVIDENCE

By: _____
Vincent A. Cianci, Mayor

BLUE RIBBON BEEF COMPANY, INC.

By: _____
William J. Rossi, President

The within Lease is correct in form and satisfactory to me.

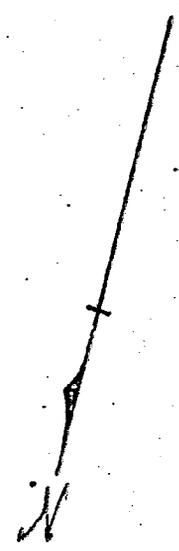
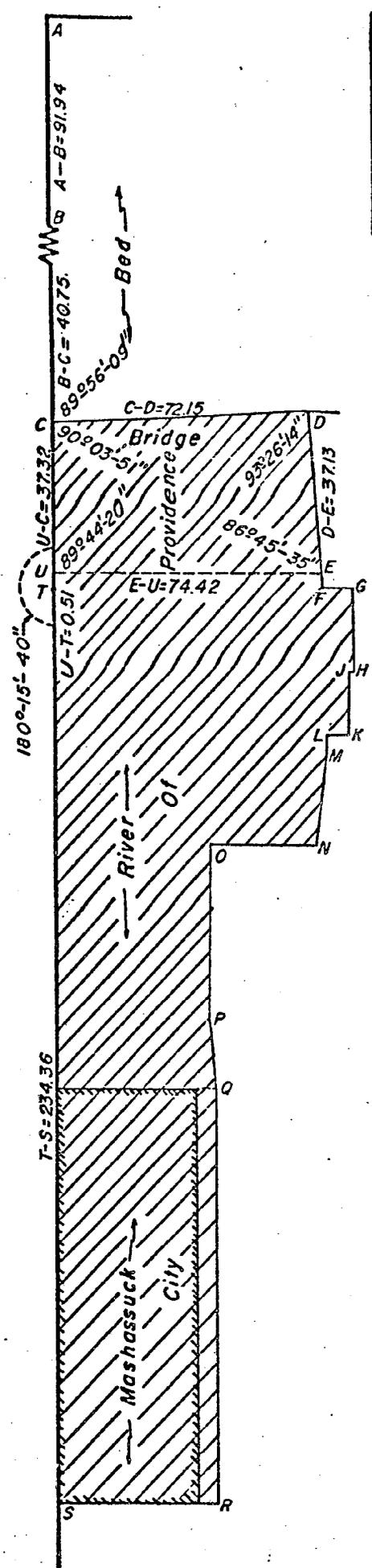
City Solicitor

Said Lease is authorized by Resolution of the City Council No. , approved January , 1979.

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. 064000
 Date December 31, 1976

35

CANAL STREET



Note:
 Proposed Assignment of Lease Shown as
 Cross-Hatched Area (C-D-E-F-G-H-J-K-L-M-
 N-O-P-Q-R-S-T-U-C).

CITY OF PROVIDENCE, R. I.
 Public Works Dept Engineering Office
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