

RESOLUTION OF THE CITY COUNCIL

No. 299

Approved June 16, 1989

RESOLVED, That His Honor the Mayor is authorized to execute a lease with Solon Mitrelis of 230 Thayer Street, Providence, Rhode Island of that land and building located along Weybosset Street, formerly known as the Weybosset Street Comfort Station, designated as Lot 171, on City Assessor's Plat 20; which area contains approximately One Thousand One Hundred Twenty-Nine and One Tenth (1129.1) square feet, more or less, including existing building and below ground area of Lot 171 on City Assessor's Plat 20 (See Cross-Hatched area on attached Plat Map) subject to a sewer easement. Said lease shall be upon the following terms and conditions:

Said leasehold shall be for Twenty (20) years.

Rental payments shall commence April 1, 1987 and shall be as follows:

April 1, 1987 through March 1, 1992 at the rate of Two Hundred Eighty-Five (\$285.00) Dollars monthly;

April 1, 1992 through March 1, 1996 at the rate of Four Hundred (\$400.00) Dollars monthly;

April 1, 1997 through March 1, 2002 at the rate of Five Hundred (\$500.00) Dollars monthly;

April 1, 2002 through March 1, 2007 at the rate of Six Hundred (\$600.00) Dollars monthly.

The Lessee shall open for business not later than nine (9) months from the execution of the lease documents.

The Lessee shall make alterations to the realty substantially in accordance with those design plans submitted to the City of Providence, which are attached hereto and made a part hereof (Attachments 1, 2, 3 & 4), and such alterations shall be not significantly less than the sum of Sixty Thousand (\$60,000.00) Dollars.

Should the Lessee fail to abide by either of the last two covenants, the lease shall become null and any improvements theretofore undertaken shall become the property of the City of Providence without recourse of the Lessee, and

BE IT FURTHER RESOLVED, That Resolution No. 288, approved
April 26, 1987 is hereby rescinded.

IN CITY COUNCIL
JUN 15 1989
READ AND PASSED

Michael W. Ector
PRES.

Rose M. Mendonca
CLERK

APPROVED
JUN 6 1989
J. L. ...
MAYOR

FILED

APR 18 3 35 PM '09

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of
The Within Resolution

Rebecca M. ...
Chairman

Clerk

January 18, 2009

LEASE

This INDENTURE OF LEASE made and entered into this 23rd day of OCTOBER, 1987 between SOLON MITRELIS, hereinafer referred to as the "Lessee", and THE CITY OF PROVIDENCE, a municipal corporation, hereinafter referred to as the "Lessor;"

WITNESSETH:

That the Lessor, in consideration of the rents and charges hereinafter reserved, does hereby grant, demise and lease unto the Lessee, subject to the conditions, reservations and covenants hereinafter specified, that certain tract and parcel of land and building situated on Weybosset Street in the City of Providence (formerly known as the Weybosset Street Comfort Station), and shown as shaded area on the accompanying plan, entitled "Providence, Rhode Island, Public Works Department, Engineering Office, City Property Section, Plan No. 064176 - Date: February 4, 1982," bounded and described as follows:

Beginning at the southeast corner of the existing building (so-called "Public Comfort Station") and point marked "A" on the accompanying plan; thence running northwesterly along the range of the southerly side of the existing building, a distance of sixteen and 40/100 (16.40) feet to a corner and point marked "B" on the accompanying plan; thence northeasterly, making an interior angle of 90°-00' and running a distance of two and 50/100 (2.50) feet to a corner and point marked "C" on the accompanying plan; thence running northerly, making an interior angle of 224°-00' and running a distance of fourteen and 85/100 (14.85) feet to a corner and point marked "D" on the accompanying plan; thence northeasterly, making an interior angle of 135°-00' and running a distance of thirty-two and 00/100 (32.00) feet to a corner and point marked "E" on the accompanying plan; thence southeasterly, making an interior angle of 90°-00' and running a distance of eighteen and 50/100 (18.50) feet to a corner and point marked "F" on the accompanying plan; thence southwesterly, making an interior angle of 90°-00' and running a distance of seventeen and 75/100 (17.75) feet to a corner and point marked "G" on the accompanying plan; thence southeasterly, making an interior angle of 270°-00' and running a distance of eight and 40/100 (8.40) feet to a corner and point marked "H" on the accompanying plan; thence southwesterly, making an interior angle of 90°-00' and running a distance of twenty-seven and 25/100 (27.25) feet to a point marked "A" on the accompanying plan and the point and place of beginning. The last described line makes an interior angle of 90°-00' with

the first described line. Reserving unto itself and its successors a permanent right of easement for the maintenance and alteration of all existing and proposed sewer lines and appurtenant manholes.

Said parcel of land contains ¹¹³⁰~~900~~ square feet, including existing building.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging, for and during a period of twenty (20) years, for which the rental shall be as follows:

April 1, 1987 through March 31, 1992, a monthly payment of Two Hundred Eighty-Five (\$285.00) Dollars.

April 1, 1992 through March 31, 1997, a monthly payment of Four Hundred (\$400.00) Dollars.

April 1, 1997 through March 31, 2002, a monthly payment of Five Hundred (\$500.00) Dollars.

April 1, 2002 through March 31, 2007, a monthly payment of Six Hundred (\$600.00) Dollars.

Payments shall be made in advance on the first business day of each month and shall be made to City Collector, City Hall, Providence, Rhode Island 02903.

In consideration of the payment of said rents and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessor hereby covenants to and with the Lessee as follows:

(a) That the Lessee, paying the rent and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term, without any let or hindrance by the Lessor, or any party claiming by, through or under said Lessor, except as herein provided;

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

(c) Notwithstanding that the term of the Lease shall commence April 1, 1987, the Lessee may occupy the premises forthwith upon execution hereof by Lessor and Lessee, and commence renovation and restoration in accordance with the terms of this Lease.

The Lessee hereby covenants and agrees with the Lessor as follows:

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

(b) That all charges accruing for rubbish removal, water use, sewer use, electricity, and any other charges for utilities as well as any taxes on Lessee's equipment and inventories within the premises, in accordance with applicable law, shall be paid in a timely manner;

(c) That the Lessee shall comply with all laws and governmental rules and regulations with respect to health, police, nuisance, fire, water, highways, sidewalks (including the removal of snow and ice therefrom), and other matters and shall indemnify the Lessor against all fines, penalties, expenses, damages and costs for violation thereof;

(d) That the Lessee shall not mutilate, damage, misuse or suffer waste in the premises, but shall keep the same in good condition, and upon termination hereof, deliver them up in good condition, reasonable wear and tear excepted;

(e) The Lessee shall indemnify and hold harmless the Lessor by reason of any loss or damage to persons or property which may arise from the actions of the Lessee and/or any of its agents, servants, independent contractors, employees or guests; and further that the Lessee will procure and maintain with reputable insurance company or companies, a policy or policies of insurance in the sum of Five Hundred Thousand (\$500,000.00) Dollars for injuries to one person; One Million (\$1,000,000.00) Dollars for injuries to more than one person, and for the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars for property damage, such policy or policies insuring both the Lessee and the Lessor from liability imposed by law upon the Lessor or Lessee or both, for any damages suffered by any person or persons for injuries to their person or persons or property in and about the premises;

(f) That the Lessor may at all reasonable times enter upon said premises to inspect said premises;

(g) That the Lessee agrees to keep the premises in a clean and presentable condition at all times, trash to be picked up and the premises free of debris;

(h) That the Lessee accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the Lessee, at the Lessee's own sole cost and expense for any and all repairs, renovations, modifications, alterations, improvements or additions made in the premises, which alterations shall, upon Lessee's default or termination or expiration of said Lease, become the property of the Lessor;

(i) That the Lessee shall, not later than nine (9) months from the execution of this Lease, complete all alterations, repairs and modifications substantially in conformance with those proposed in Attachments 1, 2, 3 and 4 (which are appended hereto and made a part hereof). Additionally, said repairs shall not be significantly less than Sixty Thousand (\$60,000.00) Dollars in cost.

Should the Lessee fail in either provision, then this Lease shall be null and void and whatever leasehold created hereunder extinguished. Should repairs be incomplete, then at the time of the extinguishment, the Lessor, in its discretion, may accept ownership of the same as liquidated damages or may require the restoration of the premises to their original condition.

Notwithstanding the foregoing, if the performance by the Lessee is prevented by reason of fire, strike, labor difficulty, inability to obtain supplies or other difficulties beyond the reasonable control of the Lessee, the time for Lessee's performance shall be extended during such period during which it is prevented from performing or is unable to perform.

(j) That the Lessee shall operate a restaurant business on the premises and shall not operate any other without the prior written consent of the Lessor and the Lessee shall not assign or sublet any portion of the premises, without the prior written consent of the Lessor; said consent not to be unreasonably withheld with respect to any matter contained in this subsection (j);

(k) That in the event of any failure on the part of the Lessee to pay said rent and charges at the time 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 written notice thereof, the Lessor, by any agent duly authorized, shall be at liberty to declare this Lease at an end, and may thereupon enter 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, including, but not limited to costs and attorneys' fees, 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;

(l) That whenever notice is required to be given hereunder, notice to the Lessor shall be by certified mail, return receipt requested, to the Office of the City Solicitor, 60 Eddy Street, Providence, Rhode Island 02903; notice to the Lessee shall be by certified mail, return receipt requested to Mr. Solon Mitrelis, 230 Thayer Street, Providence, Rhode Island 02906. Any notice to the Lessee shall include a copy to Martin M. Temkin, Esq., Temkin & Miller, Ltd., 1400 Turks Head Place, Providence, Rhode Island 02903, or to such other person or such other address as the Lessee designates in writing;

(m) Any property not removed by the Lessee upon the expiration or other termination of this Lease shall, upon such termination or expiration, become the absolute property of the Lessor, and the Lessor may sell or dispose of the same as it may see fit;

(n) That the failure of the Lessor to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this Lease, or to exercise any option or election of the Lessor therein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, term, condition, option or election, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent with knowledge of the breach of any covenant, term or condition hereof by the Lessee shall not be deemed to be a waiver of such breach and no waiver by the Lessor of any covenant, term or condition or other provision of this Lease or of the breach thereof shall be deemed to have been made by the Lessor unless in writing signed on behalf of Lessor;

(o) That provided, and this Lease is made on the express condition that if the Lessee shall become bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if a permanent receiver shall be appointed due to its financial condition, then the Lessor, unless and only to the extent restrained by law, may immediately, or at any time thereafter and without notice or demand, enter upon said premises or any part thereof, in the name of the whole, and declare ended, and thereby end this Lease and repossess said premises and expel therefrom the Lessee and those claiming under it, and remove their effects, if necessary, without being guilty of any manner of trespass, and without prejudice to any remedies which may be used for the recovery of rent or damages for breach of covenant.

This Lease is authorized by City Council Resolution No.

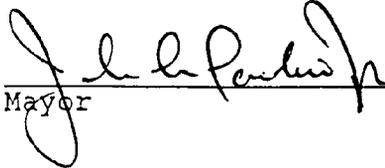
288

Approved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the City of Providence by Joseph R.

Paolino, Jr., Mayor, thereunto duly authorized the day and year
aforementioned.

CITY OF PROVIDENCE

By: 
Mayor

STATE OF RHODE ISLAND
PROVIDENCE, SC.

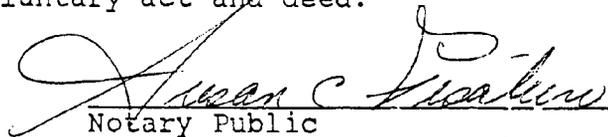
In Providence on the 23rd day of OCTOBER, 1987, then
personally appeared before me the above-named Joseph R. Paolino,
Jr., Mayor as aforesaid, to me known and known by me to be the
party who executed the foregoing instrument, and he acknowledged
said instrument by him executed, in behalf of the City of Provi-
dence, to be his free act and voluntary act and deed, and the free
and voluntary act and deed of said City.


Notary Public


SOLON MITRELIS

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence on the 6 day of November, 1987, then
personally appeared before me the above-named Solon Mitrelis, to
me known and known by me to be the party who executed the fore-
going instrument and he acknowledged said instrument by him
executed to be his free and voluntary act and deed.


Notary Public

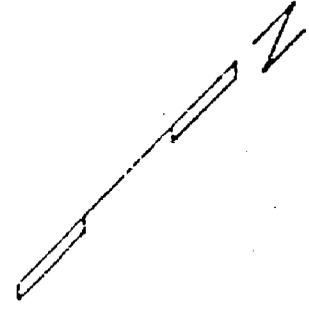
APPROVED AS TO SUBSTANCE AND
FORM:

My Commission Expires June 30, 1991

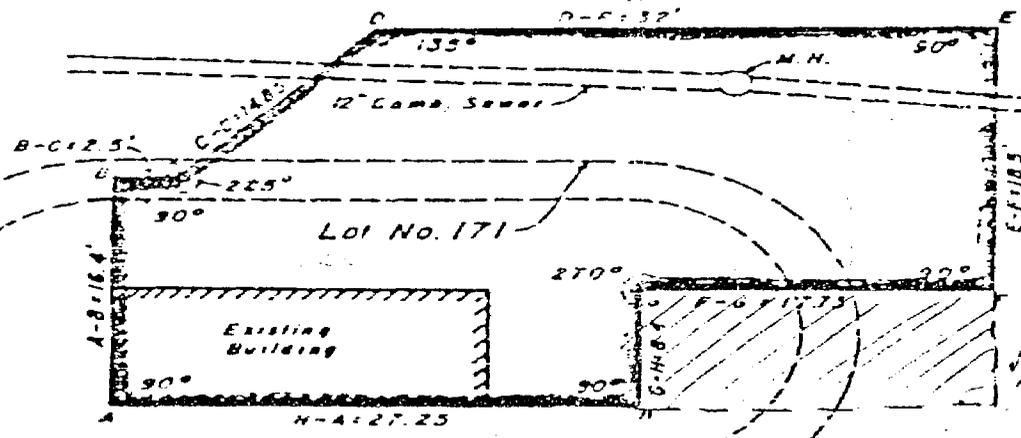

City Solicitor

Matthewson St.

Property Line



Outer Dashed Line Indicates Lot No. 171



PROVIDENCE R.I.
 CITY ENGINEERING OFFICE
 CITY PROPERTY SECTION
 File No. 064311
 Date December 5, 1984

Notes:

Shaded Area (A-B-C-D-E-F-G-H-A) Indicates Proposed Lease.
 Said Area Contains 980 Sq. Ft.
 Lot No. 171 Plotted From Best Available Data.
 Full Sewer Easement Will be Required.

May 11 30

CITY OF PROVIDENCE, R.I.
 Public Works Dept. Engineering Office
 Securing Proposed Lease of Lot 171
 A.P. 20
 Drawn by J.A.M. Checked by R.J.D.
 Scale Not To Scale Date 12-5-84
 Approved [Signature] Accounting Clerk
 [Signature] CHIEF ENGINEER

Lot Number From Assessor's Plat 20

Weybosset St.

TEMKIN & MILLER, LTD.

ATTORNEYS AT LAW

1400 TURKS HEAD PLACE

PROVIDENCE, R.I. 02903

(401) 751-2400

MARTIN M. TEMKIN*
DONALD E. MILLER*
BARRY J. KUSINIZ
DANIEL STONE**
ROBERT S. PARKER

*ALSO MEMBER MASSACHUSETTS BAR
**ALSO MEMBER CONNECTICUT BAR

March 13, 1987

Mr. Solon Mitrelis
Spat's Pub and Restaurant
230 Thayer Street
Providence, Rhode Island 02906

Dear Solon:

Enclosed herewith please find copy of plan of lot on which the comfort station sits. As you will note, there is a sewer easement which runs to the north of the property. While this does not appear to affect the existing structure, or your proposed addition, the City Clerk has informed us otherwise, and accordingly, we are attempting to obtain further clarification.

The enclosed plan was evidently prepared in connection with an application by the prior proposed tenant, and shows a proposed additional structure. It is perhaps a confusion in the mind of the City Clerk between your proposal, and the earlier proposal, which has brought this question to light.

In any event, there appears to be some question whether the lot which you are renting is 1,130 square feet or 980 square feet. The prior tenant was leasing 1,130 square feet; however, the lease delivered to you reflected only 980 square feet. Again, we will attempt to obtain clarification of this matter.

Cordially,

TEMKIN & MILLER, LTD.


DONALD E. MILLER

DEM/mf

Enclosure

cc: Martin M. Temkin, Esq.

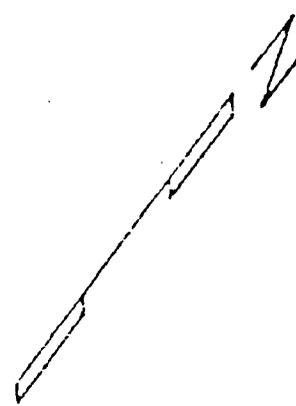
Anthony Giannini is to get back to us with a better plan as well as clarification of the square footage issue. Again, the sewer easement does not appear to affect our locus.

DEM

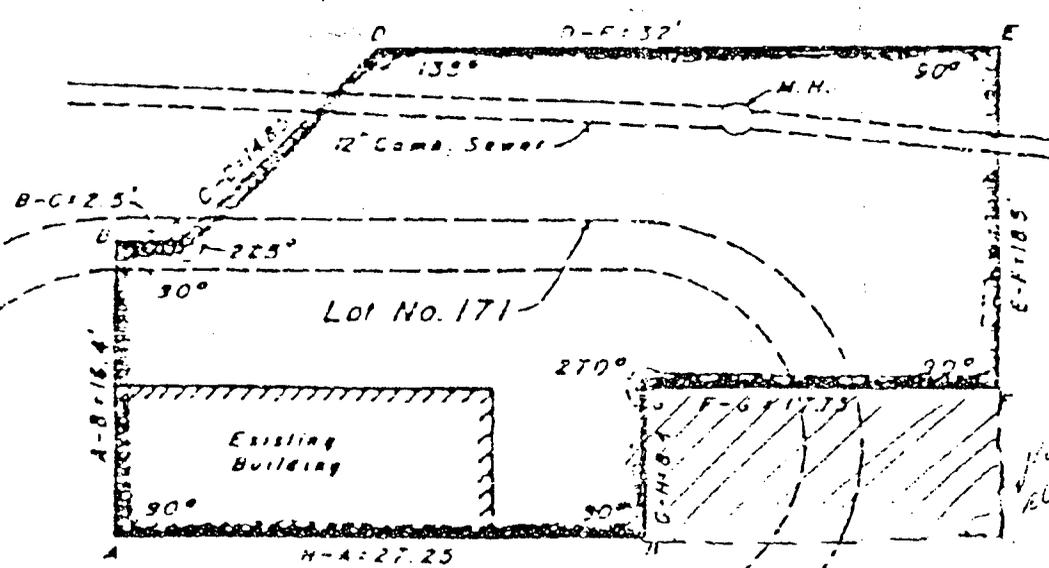
cc: Daniel Stone, Esq.

Matthewson St.

Property Line



Outer Dashed Line Indicates Lot No. 171



PROVIDENCE R I
 PUBLIC WORKS DEPARTMENT
 CITY PROPERTY SECTION
 File No. 064311
 Date December 5, 1984

Notes:

Shaded Area (A-B-C-D-E-F-G-H-A) Indicates Proposed Lease.
 Said Area Contains 980 Sq. Ft.
 Lot No. 171 Plotted From Best Available Data.
 Full Sewer Easement Will be Required.

Maybe 1130

CITY OF PROVIDENCE, R I
 Public Works Dept. Engineering Office
 Enclosure Proposed Lease of Lot 171
 A.P. 20
 Drawn by J.A.M. Checked by A.J.D.
 Scale NQT 1/2" = 1'-0" Date 12-5-84
 Director [Signature] Assistant Engineer [Signature]

Lot Number From Assessor's Plot 20

Weybosset St.

1101

110146 Approved: March 15, 1985

PROVIDENCE R.I.
 PUBLIC WORKS DEPT. ENGINEERING OFFICE
 CITY PROPERTY SECTION
 Plan No. Q64311
 Date December 5, 1984

Notes:

Shaded Area (A-B-C-D-E-F-A) Indicates Proposed Lease

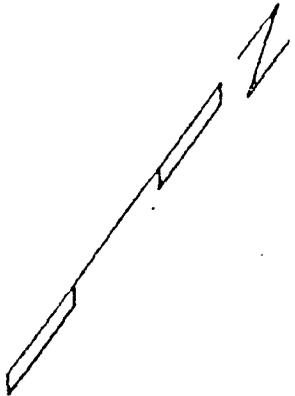
Said Area Contains 1129.1 Sq. Ft.

Lot No. 171 Platted From Best Available Data.

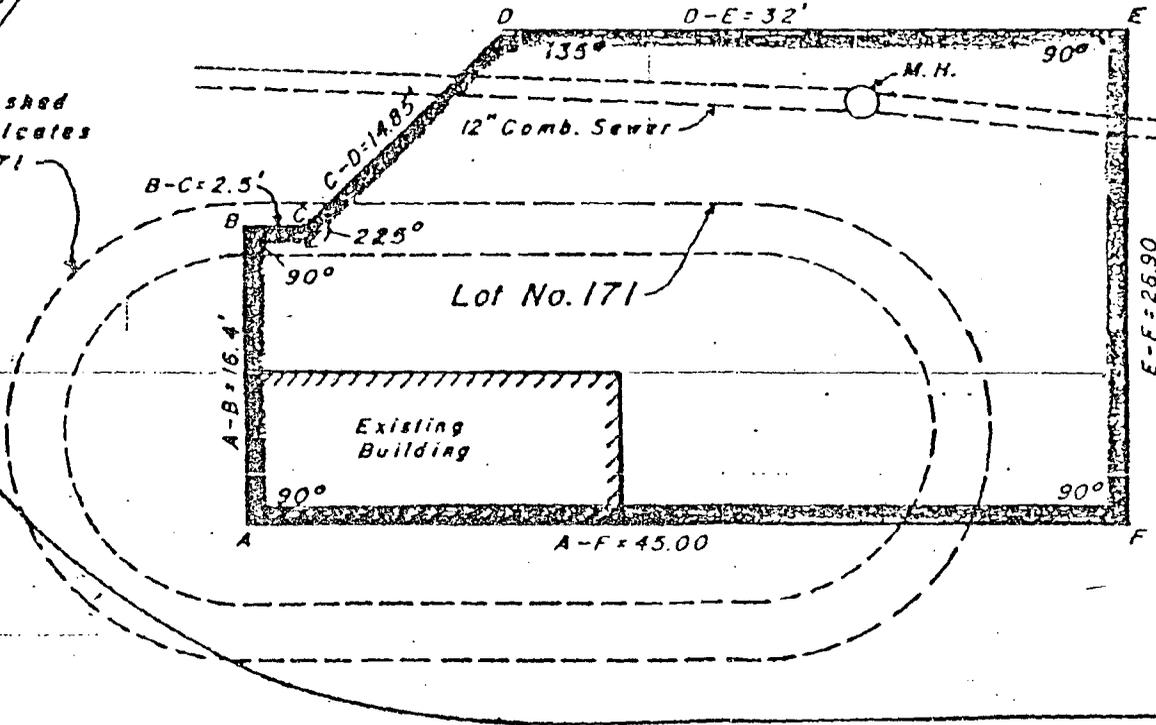
Full Sewer Easement Will be Required.

Mathewson St.

Property Line



Outer Dashed Line Indicates Lot No. 171



Revised - Feb. 28, 1985

Lot Number From Assessor's Plat 20

Weybosset St.

CITY OF PROVIDENCE, R. I.
 Public Works Dept. Engineering Office
 Shows Proposed Lease of Lot 171
 A. P. 20
 Drawn by J. A. M. Checked by R. J. Q.
 Scale Not to Scale Date 12-5-84
 Surveyed by [Signature] Associate Engr.
 Approved [Signature] CHIEF ENGINEER



Mathewson St.

Property Line

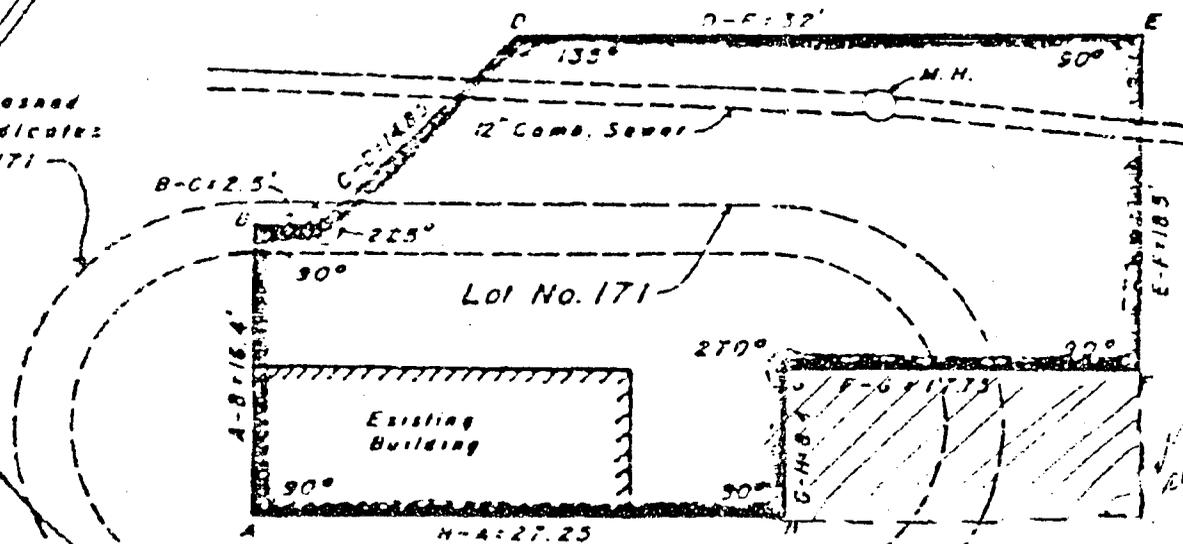
PROVIDENCE
 CITY PROPERTY SECTION
 Plan No. 064311
 Date December 5, 1984

Notes:

Shaded Area (A-B-C-D-E-F-G-H-A) Indicates Proposed Lease.
 Said Area Contains 980 Sq. Ft.
 Lot No. 171 Plotted From Best Available Data.
 Full Sewer Easement Will be Required.

May 11 30

Outer Dashed Line Indicates Lot No. 171



Proposed Easement

CITY OF PROVIDENCE, R. I.
 Public Works Dept. Engineering Office
 Showing Proposed Lease of Lot 171
 A.P. 20
 Drawn by J.A.M. Checked by R.J.D.
 Scale NPL 12 Scale Date 12-5-84
 Approved _____ Assistant Engr.

Lot Number From Assessor's Plat 20

Weybosset St.

TEMKIN & MILLER, LTD.

ATTORNEYS AT LAW

1400 TURKS HEAD PLACE

PROVIDENCE, R.I. 02903

(401) 751-2400

MARTIN M. TEMKIN*
DONALD E. MILLER*
BARRY J. KUSINITZ
DANIEL STONE**
ROBERT S. PARKER

*ALSO MEMBER MASSACHUSETTS BAR
**ALSO MEMBER CONNECTICUT BAR

March 13, 1987

Mr. Solon Mitrelis
Spat's Pub and Restaurant
230 Thayer Street
Providence, Rhode Island 02906

Dear Solon:

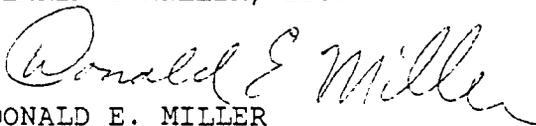
Enclosed herewith please find copy of plan of lot on which the comfort station sits. As you will note, there is a sewer easement which runs to the north of the property. While this does not appear to affect the existing structure, or your proposed addition, the City Clerk has informed us otherwise, and accordingly, we are attempting to obtain further clarification.

The enclosed plan was evidently prepared in connection with an application by the prior proposed tenant, and shows a proposed additional structure. It is perhaps a confusion in the mind of the City Clerk between your proposal, and the earlier proposal, which has brought this question to light.

In any event, there appears to be some question whether the lot which you are renting is 1,130 square feet or 980 square feet. The prior tenant was leasing 1,130 square feet; however, the lease delivered to you reflected only 980 square feet. Again, we will attempt to obtain clarification of this matter.

Cordially,

TEMKIN & MILLER, LTD.


DONALD E. MILLER

DEM/mf

Enclosure

cc: Martin M. Temkin, Esq.

Anthony Giannini is to get back to us with a better plan as well as clarification of the square footage issue. Again, the sewer easement does not appear to affect our locus.

DEM

cc: Daniel Stone, Esq.