

# RESOLUTION OF THE CITY COUNCIL

No. 229

Approved April 15, 1977

RESOLVED, that His Honor the Mayor is authorized, with the recommendation of the Committee on City Property of the City Council, to accept, from the Federal Hill House Association, that certain tract or parcel of land with improvements thereon, bounded by Courtland, Gesler, and Tell Streets, being also along the West Side of Courtland Street, said land being set out and delineated on City Assessor's Plat 33, Lots 135, 138, 141, 142, 143, and 144; said Lots having thereon a newly constructed Community Development Facility, commonly known as "The Federal Hill House", the subject property will be purchased from Funds provided by the Mayor's Office of Community Development in the total amount of Three Hundred Forty Thousand Dollars, (\$340,000.00), and

BE IT FURTHER RESOLVED, that upon the acquisition of the said parcels of land and improvement, His Honor the Mayor, on behalf of the City of Providence, is authorized to enter into a Lease Agreement with "The Federal Hill House Association", for operation and maintenance of the said "Federal Hill House", which will serve as a multi-purpose Community Center.

IN CITY COUNCIL

APR 7 1977  
READ AND PASSED

*Robert J. Nathan*  
PRES  
*Wm. A. Cooper*  
CLERK

APPROVED

MAYOR

*Wm. A. Cooper*  
APR 15 1977

IN CITY COUNCIL

MAR 2 1977

FIRST READING

REFERRED TO COMMITTEE ON

CITY PROPERTY

Verment Casper  
CLERK

Councilman Pearlman  
and  
Councilman Bradshaw  
by request

THE COMMITTEE ON  
CITY PROPERTY

Approves Passage of  
The Within Resolution

Verment Casper  
Clerk

3/22/77

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

# MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT

February 22, 1977

Henry A. Johnson, Chairman  
City Property Committee  
City Clerk's Office  
City Hall  
Providence, Rhode Island

Dear Mr. Johnson:

It is the request of the Mayor's Office of Community Development that the City Property Committee act on and accept a certain tract of property in an area bounded by Courtland, Gesler and Tell Streets-west side of Courtland Street, Assessor's Plat 33, Lots 135, 138, 141, 142, 143 and 144.

Said land and buildings are to be accepted from the Federal Hill House Association for use as a community development facility. Said acceptance of property will be purchased with funds from the Mayor's Office of Community Development in the amount of \$340,000.00.

Enclosed see copy of a lease agreement between the City of Providence and Federal Hill House Association.

Your kind cooperation in this matter is greatly appreciated.

Very truly yours,

*Therese S. Kelly*

Therese S. Kelly  
Director of Administration

TSK/lg

CITY OF PROVIDENCE  
ZONING BOARD OF REVIEW

Application for Exception or Variation under the Zoning Ordinance

Zoning Board of Review,  
Providence, R. I.

Date May 5, 1975

Gentlemen:

The undersigned hereby applies to the Zoning Board of Review for an exception or a variation in the application of the provisions or regulations of the zoning ordinance affecting the following described premises in the manner and on the grounds hereinafter set forth.

Applicant Federal Hill House Assoc. Address 4 Bell St., Prov., R.I. 02909

Owner Providence Redevelopment Ag. Address 40 Fountain St., Prov., R.I. 02903

Lessee n/a Address \_\_\_\_\_

1. Location of premises — No. \_\_\_\_\_ Area bounded by Courtland, Gesler and  
Tell St. — West Side of Courtland \_\_\_\_\_ Street

2. Assessor's Plat 33 Lot 138, 141, 142, 143, 144, 669

3. Dimensions of lot — frontage 200' depth 164.42-184.42 Area 34,890 sq. ft.

4. Zoning Districts in which premises are located — Use R-4 Area \_\_\_\_\_ Height \_\_\_\_\_

5. How long have you owned above premises? Sponsor by Agreement w PRA

6. Is there a building on the premises at present? No

7. Size of existing building -

" " proposed building 140 x 70 + 60 x 30

8. Present use of premises vacant lots

9. Proposed " " " community center

10. Give extent of proposed alterations none

11. Number of families for which building is to be arranged none

(OVER)

13. Provision or regulation of Zoning Ordinance or State Enabling Act under which application for exception or variation is made:

a. Chapter 544, Genl. Laws of 1951 "Zoning Ordinance"

b. Sec. 92 "Powers of the Board of Review"

Exceptions to Sec. 44 C-4 Side Yards R-4

Sec. 44 C-5 Rear Yard R-4

14. State grounds for exception or variation in this case:

A. Combining of 3 Lots creating a 200' Frontage creates a hardship on side yards when 30% required width is applied.

(30% of 200' would require 60' combined side yards or 30' each side of building. Application on individual lots would have required 6 to 10 feet at most and in view of the existing alignment of adjacent properties on side streets this would have been more than ample, substantially so)

B. Rear yard requirement of 25% of lot depth with

limit of 25 to 35 feet is working out to 20' to 40' in the proposed development - This would average 30'

It is petitioned that we may be allowed the 16' side yard on Tell St., the 18' side yard on Gosler St., and the 30' average in the rear yard - No problem exists in Front yard or corner vision clearance

PROVIDENCE REDEVELOPMENT AGENCY <sup>Respectfully submitted,</sup> FEDERAL HILL HOUSE ASSOC.

Signature *Harold Bernstein*  
Executive Director

Signature \_\_\_\_\_

Address: 40 Fountain St.  
Prov., R.I. 02903

Address 4 Bell St., Prov., R.I. 02909

NOTE: A location plan and sketches and drawings necessary to give full information shall be filed with the application.

EXHIBIT A

That certain parcel of land situated on the southerly side of Gesler Street, the westerly side of Courtland Street and the northerly side of Tell Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of that parcel of land herein described, said point being the intersection of the southerly line of Gesler Street and the westerly line of Courtland Street;

thence, running southeasterly along said westerly line of Courtland Street, a distance of two hundred and 00/100 (200.00'+) feet more or less to a corner, said corner being the intersection of the westerly line of Courtland Street and the northerly line of Tell Street;

thence, turning an interior angle and running southwestwardly along said northerly line of Tell Street, a distance of one hundred sixty-four and 50/100 (164.50'+) feet more or less to a corner, said corner being the property corner between Lots 144 and 145 as shown on assessor's plat No. 33, dated December 31, 1973;

thence, turning an interior angle and running northwesterly between the property lines of Lots 144 and 145 and in part along Lot 138 on the aforementioned plat, a distance of one hundred and 00/100 (100.00'+) feet more or less to a corner;

thence, turning an interior angle and running southwestwardly between the property lines of Lots 135 and 145 on the aforementioned plat, a distance of twenty and 00/100 (20.00'+) feet more or less to a corner;

thence, turning an interior angle and running northwesterly between the property lines of Lots 135 and 664 on the aforementioned plat, a distance of one hundred and 00/100 (100.00'+) feet more or less to a corner, said corner being located in the southerly line of Gesler Street;

thence, turning an interior angle and running northeasterly along said southerly line of Gesler Street, a distance of one hundred eighty-four and 50/100 (184.50'+) feet more or less to its intersection with said westerly line of Courtland Street, said point also being the point and place of beginning.

The last mentioned course making an interior angle of ninety degrees, no minutes, no seconds (90°-00'-00") with the first mentioned.

The above described parcel contains thirty-four thousand, nine hundred (34,900 sq. ft.+) square feet of land, more or less.

For Public Information  
Do Not Remove

*Runny - this  
is an  
extra  
copy  
It should go  
to city council  
prop. committee*

COMMUNITY DEVELOPMENT PROGRAM

CITY OF PROVIDENCE

ENVIRONMENTAL ASSESSMENT AND FINDING

Program Number: 303

Program Title : Federal Hill House Community Facility

## CONTENTS

1. Description of the Proposed Action or Program
2. Description of the Environmental Setting
3. Probable Impact of the Proposed Action on the Environment
4. Alternatives to the Proposed Action
5. Probable Adverse Effects Which Cannot Be Avoided
6. Relationship Between the Local Short-term Use of Man's Environment  
and the Maintenance and Enhancement of Long-term Productivity
7. Any Irreversible Changes or Irretrievable Commitments of Resources
8. Consultation and Public Participation
9. Environmental Finding

1. Description of the Proposed Action

The objective is the construction of a neighborhood center to serve the various age groups of the Federal Hill Area. At the present time the services which are provided by the Federal Hill House Association are originating out of several scattered small locations due to a fire which destroyed the old center. The services that will be provided in the new facility include a senior citizens program, day care program, arts and crafts programs, educational programs, social service programs and other community services not now available. The approximate number of people serviced weekly will be 800 to 1,000. All programs will be conducted between the hours of 9:00 A.M. and 9:30 P.M.

2. The construction site consists of 34,890 sq. ft. of land and was formally occupied by an abandoned elementary school and six dilapidated houses. The new building will consist of approximately 11,000 sq. ft. of floor area in one story. Parking for 24 automobiles will be provided along with a service yard for service vehicles.

The above proposal has been submitted by the Federal Hill House Association and the anticipated funding for this project is in the vicinity of \$500,000.00 of which \$340,000.00 is being requested from Community Development funds.

The existing zoning in the area, which is residential, provides for this type of use.

The building will be located on Courtland Street between Gesler and Tell Street (see attached map).

This is a good central location for serving the Federal Hill Area. A site plan of the building is also attached showing the relationship between the facility and its immediate surroundings.

## 2. Description of the Environmental Setting

The site is a flat piece of land which fronts on three streets. Surrounding it on all sides are either existing residential and mixed use structures or new residential units under construction. Construction of this building will require little if any change in grade. All utilities for this facility will be connected into existing utility lines and will not burden those lines beyond their capabilities. The site is easily accessible by both automobile and pedestrian and is within 2 blocks of the nearest bus lines. This project is compatible with the surrounding area and, due to the urban renewal project that is taking place in the area, is being constructed in an area that is under the influence of physical investment.

Trash collection in the site area is provided by the City of Providence and police and fire protection are at sufficient levels to absorb the new building. In addition to the 24 on-site parking spaces, on street parking is allowed on several of the surrounding streets. No significant or unusual sources of air pollution exist on or near the site, and there is no significant noise generated nearby.

The total population for the Federal Hill Area is 10,228 persons. This represents 5.7% of the total city population. Of these 10,228 persons, 1,828 or 17.8% are 65 years of age or older. Approximately 23% of the families in the area are below the Federally-set poverty level.

## 3. Probable Impact of the Proposed Action on the Environment

The site requires no demolition, very little grading and all utility hook ups will be limited to the site itself and the nearly adjacent rights-of-way. During construction there will be some truck trips but the site is easily accessible from main streets and should offer no appreciable ill effect on the surrounding neighborhood. The facility will generate some additional new traffic but due to the adequate street

pattern and the provisions of adequate parking facilities, there will be no adverse effects from additional traffic.

The social impact of the facility on the neighborhood will be a positive one. It will offer social services for many different portions of the population, and serve as a much needed base for communications and information within the neighborhood.

4. Alternatives to the Proposed Action

The alternative to this action would be to build no facility at all and continue to function out of scattered rented locations. This would result in inadequate space, and rental agreements that are not guaranteed renewable. Also, it would be inefficient to continue to function from various scattered sites and it would be impossible to expand programs which become more pressing daily.

5. Probable Adverse Effects Which Cannot be Avoided

Temporary blocking of portions of the Public Rights of Way, noise from construction equipment and delivery of materials will occur during construction. These adverse effects will be kept to a minimum by insuring compliance with all Federal, State and Local environmental regulations.

6. Relationship Between the Local Short-term Use of Man's Environment and the Maintenance and Enhancement of Long-term Productivity

The facility is being constructed in an area that is totally developed. The introduction of this use will not expand on the future development of the area but will offer long term productivity through the social services it will offer for an indefinite period.

7. Any Irreversible Changes or Irretrievable Commitments of Resources

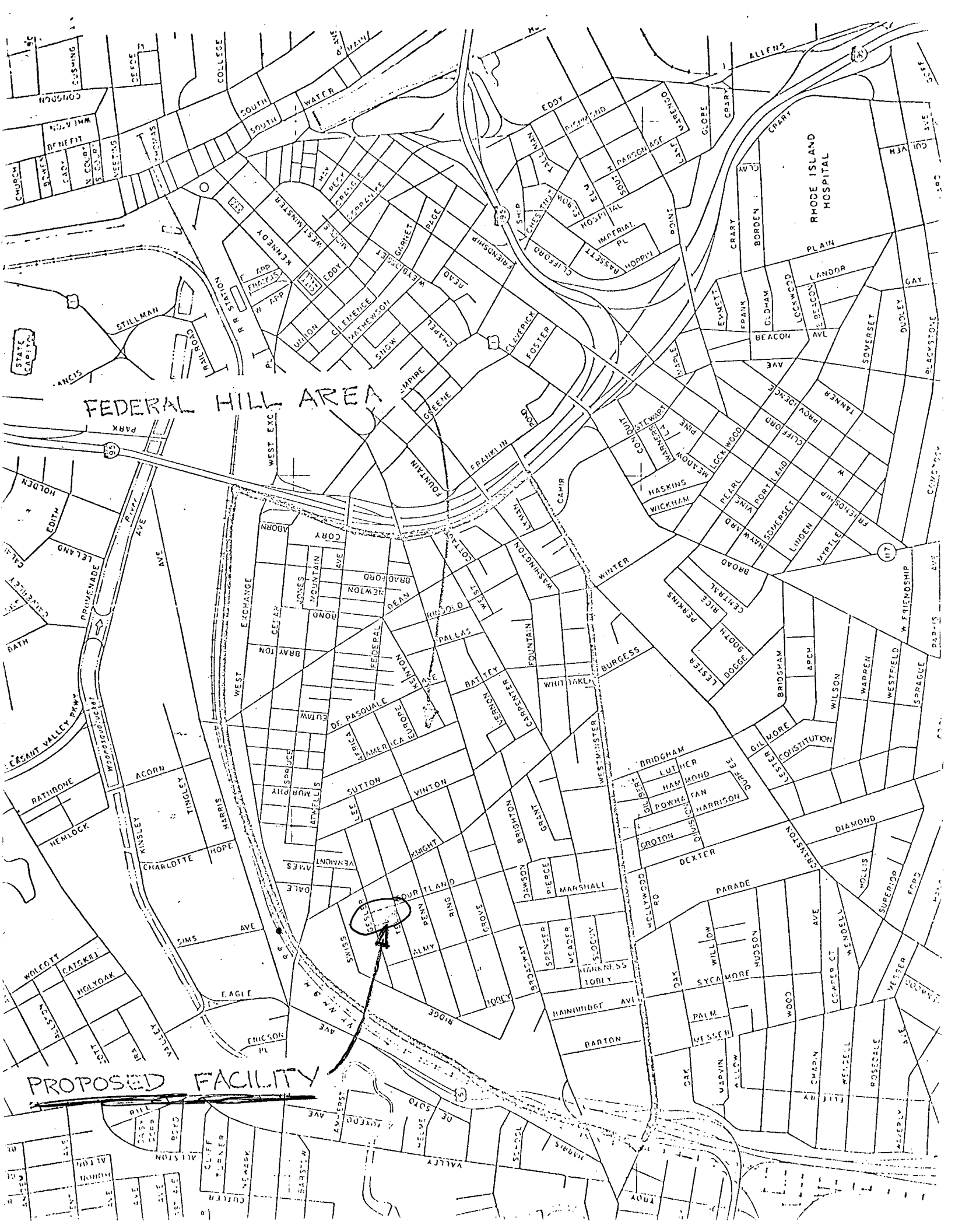
There will be no irreversible changes or irretrievable commitments of resources beyond the cost of the program.

8. Consultation and Public Participation

This program has been chosen for funding under the CD Program with the full participation of the citizens of Providence through the Citizens Advisory Committee and its subcommittees. It has been designed in accordance with the needs of the neighborhood it will serve. The Federal Hill House has been an integral part of the community for over 75 years and during this time has used its facilities to improve communications between the area residents and the association. In addition, the full Community Development Program including the general proposal for neighborhood facility development was subject to A-95 review as part of the Providence Application for Funding Under the Housing and Community Development Act of 1974. That review concluded that the project "is in conformance with Statewide plans and conflicts with no other plans of which we are aware".

9. Environmental Finding

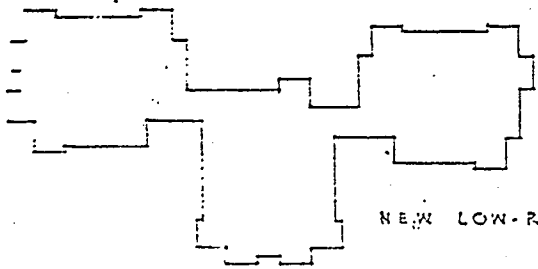
Based on the analysis summarized above, it has been determined that the project is consistent with HUD environmental policies and requirements and is not a major Federal action significantly affecting the quality of the human environment.



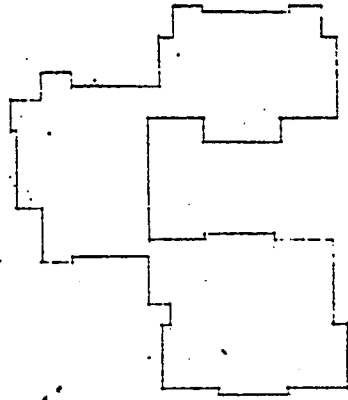
FEDERAL HILL AREA

PROPOSED FACILITY

A

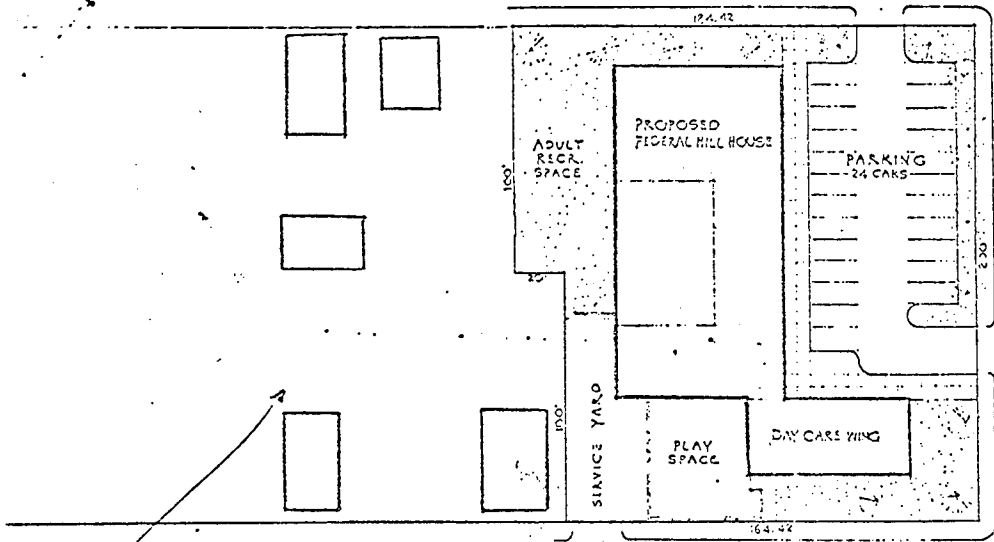


NEW LOW-RISE HOUSING

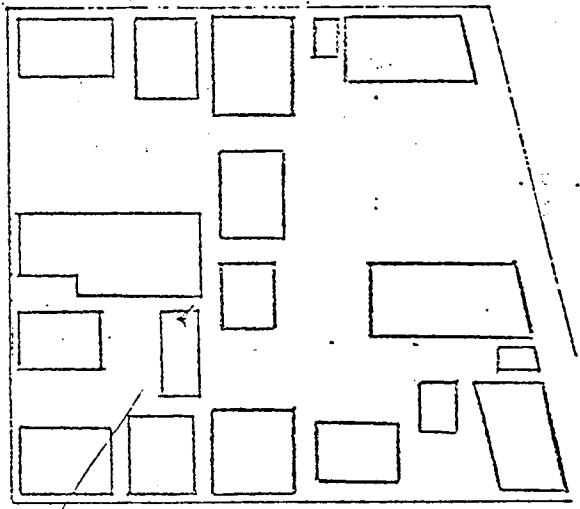


KNIGHT ST.

GESLER ST.



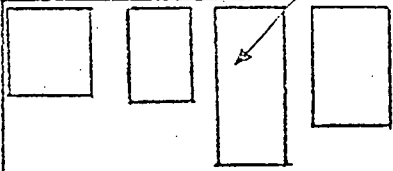
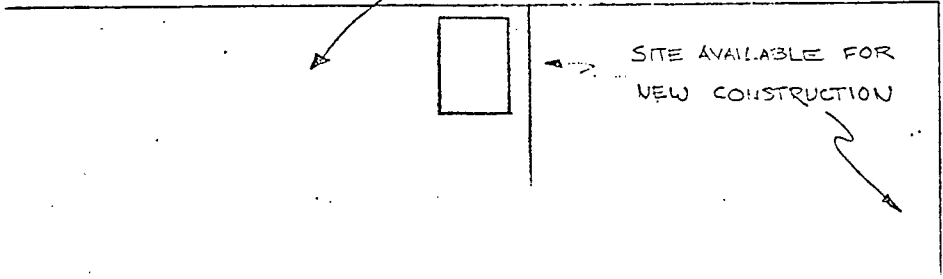
COURTLAND ST.



EXISTING HOUSING

EXISTING HOUSING

TELL ST.





- LEGEND -

- PROPERTY TO BE ACQUIRED
- PROPERTY NOT TO BE ACQUIRED
- URBAN RENEWAL AREA NO (1) BOUNDARY
- PROPERTY NOT TO BE ACQUIRED-ORIGINALLY INDICATED TO BE ACQUIRED IN YEAR (2)

PROPOSED ACQUISITION			
N.D.P. WEST BROADWAY			
PROVIDENCE REDEVELOPMENT AGENCY			
DATE OF 1973-1974	PROVIDENCE, RHODE ISLAND	SHEET A2-1	3

AGREEMENT OF SALE AND LEASE BACK

THIS AGREEMENT dated as of March 19, 1976, by and between Federal Hill House Association, a Rhode Island non-business corporation (hereinafter "Association") and the City of Providence, Mayor's Office of Community Development, a Rhode Island municipal corporation (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Association has purchased, subject to certain deed restrictions, from the Providence Redevelopment Agency (hereinafter "Agency") certain property located in the City of Providence, which property is described in Exhibit A hereto (hereinafter "Premises"); and

WHEREAS, Association intends to construct on said property a settlement house; and

WHEREAS, City desires to purchase said settlement house and to lease it back to Association in furtherance of a plan adopted under the so-called "Community Development Act";

NOW, THEREFORE, in consideration of the agreements and promises herein contained, the parties hereto agree as follows:

1. Description of the Property. The site for the settlement house contains 34,900± feet, and Association shall erect on the site a building containing 11,000 square feet of space, which building shall be located in the position indicated on the plot plan attached hereto as Exhibit B. The general specifications for said building as designed by Oresto DiSaia, Associates, architect, are in custody of Community Development Department of Neighborhood Facilities but said specifications are not final, and the final plans and specifications are subject to the mutual agreement between Association and City.

2. Lease, Execution. Concomitant with the execution of this Agreement Association and City have executed a lease in form attached hereto as Exhibit C, in duplicate originals, which leases have been delivered to Hinckley, Allen, Salisbury & Parsons as escrow agents, to be held by them in escrow, pending completion of the improvements upon the Premises, and delivery of possession thereto in accordance with Paragraph 6 hereof.

3. Final Plans, Drawings and Specifications. Not more than 60 days after the execution hereof, Association shall submit to City final plans, drawings and specifications drawn by an architect or architects of Association's choosing. Upon receipt of the plans, drawings and specifications, City shall have 30 days within which to accept or reject the same, provided that if it shall reject the plans it shall state the reasons therefor in writing to Association. If thereafter within 45 days Association and City cannot resolve City's objections to their mutual satisfaction, this Agreement shall terminate and thereupon neither party shall have any further liability to the other hereunder except as otherwise herein specifically provided. City acknowledges that all construction plans with respect to the building and other improvements to be constructed upon the Premises must be approved by the Agency, and if Agency shall reject plans agreed upon between Association and City, and if thereafter Association and City cannot agree on plans satisfactory to Agency, City and Association shall each have the right to terminate this Agreement upon ten days' written notice to the other, and upon such termination neither party shall have any liability to the other except as otherwise herein specifically provided. Upon the approval of the construction plans, drawings and specifications, the plans, drawings and specifications, shall be initialed by the parties hereto, and Association shall proceed with

the construction, which when completed shall conform to the approved plans, drawings and specifications, except if specific materials or supplies shall be unavailable Association may, with the approval of City and City's architect, use substitute materials and supplies of equivalent quality, b) shall conform with the conditions of all licenses or permits issued for construction and c) shall not violate any applicable law or regulation thereunder of any governmental authority or agency having jurisdiction thereover provided, however, that invitation for bids for the contract and choice of contractor shall be made in conformance with City's existing regulations and procedures. City shall have the right to employ an architect of its choice at its expense to review the plans and specifications and to represent it in connection with the performance of Association's construction obligations hereunder. Upon completion of the improvements Association will deliver to City a certificate of its architect in usual form that construction has been completed in accordance with the approved plans, drawings and specifications. Association shall immediately thereafter take such steps as may be necessary to procure from Agency a certificate of completion in accordance with §307 of Part II of its Land Disposition Agreement with Agency dated January 23, 1976.

4. Access During Construction. Association will permit City and its architect and agents access to the site during construction and shall permit them to make such examinations, tests and checks as they deem advisable provided that the same do not unduly interfere with construction.

5. Time for Completion. For purposes of this Agreement, the date of occupancy shall be the date of delivery of the deed, lease and payment by City for the improvements constructed, except that said date shall not, subject to delays hereinafter permitted under

this Paragraph, be later than nine months after Association, City and Agency shall have agreed upon the construction plans. Notwithstanding the foregoing, the completion date shall be extended for the number of days during which construction is interrupted by reason of strikes, other labor disturbances, unavailability of supplies or materials not occasioned by the fault of Association or its contractors, civil disturbances, action or inaction of any governmental authority, notwithstanding the diligence by Association, unusual weather conditions, breach by City or acts of God.

6. Conveyance of Title to Building and Delivery of Lease.

Fifteen days after a certificate of completion shall have been issued by Agency, Association shall convey by good and sufficient warranty deed all of its right, title, interest in and to the Premises and improvements constructed upon the Premises, and City shall pay the lesser of the contract price, which price shall be the contract price paid by Association, or \$340,000. The escrow agents named in Paragraph 2 hereof shall deliver duplicate originals of the lease to each of the parties hereto, and the lease shall be deemed to have commenced on such date. The parties shall also execute at such time a memorandum of lease, setting forth the commencement and expiration dates of the lease, and containing such other information as they shall agree upon. Association shall deliver to City at the time of delivery of the deed conveying title to and possession of the Premises in the same condition as they shall have been at the time of the issuance of the certificate of completion by the Agency, not in violation of any subdivision plat or building regulations or restrictions, or the Urban Renewal Plan of the City of Providence, free of all tenants and occupants. Title to the improvements shall be conveyed to City subject to the following restrictions:

A. Any law or ordinance of governmental regulations restricting or regulating or prohibiting the occupancy, use or enjoyment of the Premises or regulating the dimensions or locations of any improvements then or thereafter erected on the Premises, provided that such laws or ordinances or regulations as they exist at the time of conveyance of the Premises do not render title to the improvements unmarketable, and do not prohibit the use or development of the improvements in the manner contemplated by this Agreement and the lease. Title to the improvements shall be subject to the other conditions and restrictions upon use set forth in the deed from Agency to Association dated January 23, 1976.

7. Conditions to Developer's Obligation to Proceed.

Association's obligations hereunder shall be contingent upon its having received adequate construction financing for purposes of permitting it to construct the buildings and improvements in accordance with the final plans, drawings and specifications. If for any reason the aforesaid condition cannot be satisfied within 60 days after Agency, Association and City shall have agreed upon the final plans, drawings and specifications, Association shall have the right to terminate this Agreement within 30 days of the expiration of said 60 day period upon notice to City and thereafter this Agreement shall be without further recourse to the parties hereto, except as otherwise specifically provided herein.

8. Notices. Any notice, request or demand, given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to

have been given when mailed by United States mail, postage prepaid, to the other party at the address stated below at the last address given by the party to be notified as herein specified:

To Association:

Federal Hill House Association  
Attention: Stephen J. Carlotti, Esq.  
2200 Industrial Bank Building  
Providence, Rhode Island 02903

To City:

Mayor's Office of Community  
Development  
Attention: Ronald J. Perillo,  
Esq.  
44 Washington Street  
Providence, Rhode Island 02903

Either party, however, at any time may change its address for notification purposes by mailing as herein provided a notice stating the change and setting forth the new address.

9. Headings. The headings to the various Paragraphs of this Agreement have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

10. Applicable Law. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Rhode Island.

11. Entire Agreement. This instrument contains the entire agreement between the parties and is subject to no understandings, conditions or representations other than those expressly stated herein, and no modification may be made thereof except in writing executed by all parties hereto.

12. Execution in Counterparts. This instrument is being executed in several counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

13. Arbitration. It is mutually agreed that any controversy or dispute between Association and City arising out of or in any way related to the provisions of this Agreement 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.

IN WITNESS WHEREOF the City of Providence by its Mayor, and Federal Hill House Association by the undersigned, its duly authorized officer, have hereunto caused this instrument to be executed and their respective corporate seals to be affixed, all as of the date first above written.

THE CITY OF PROVIDENCE

FEDERAL HILL HOUSE ASSOCIATION

By

Vanetta Cianci  
Mayor

By

W. H. H. H.  
President

Attest:

William Bequith  
Stephen J. Bequith  
as to P.H.G.

EXHIBIT A

That certain parcel of land situated on the southerly side of Gesler Street, the westerly side of Courtland Street and the northerly side of Tell Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of that parcel of land herein described, said point being the intersection of the southerly line of Gesler Street and the westerly line of Courtland Street;

thence, running southeasterly along said westerly line of Courtland Street, a distance of two hundred and 00/100 (200.00'+) feet more or less to a corner, said corner being the intersection of the westerly line of Courtland Street and the northerly line of Tell Street;

thence, turning an interior angle and running southwestwardly along said northerly line of Tell Street, a distance of one hundred sixty-four and 50/100 (164.50'+) feet more or less to a corner, said corner being the property corner between Lots 144 and 145 as shown on assessor's plat No. 33, dated December 31, 1973;

thence, turning an interior angle and running northwesterly between the property lines of Lots 144 and 145 and in part along Lot 138 on the aforementioned plat, a distance of one hundred and 00/100 (100.00'+) feet more or less to a corner;

thence, turning an interior angle and running southwestwardly between the property lines of Lots 135 and 145 on the aforementioned plat, a distance of twenty and 00/100 (20.00'+) feet more or less to a corner;

thence, turning an interior angle and running northwesterly between the property lines of Lots 135 and 664 on the aforementioned plat, a distance of one hundred and 00/100 (100.00'+) feet more or less to a corner, said corner being located in the southerly line of Gesler Street;

thence, turning an interior angle and running northeasterly along said southerly line of Gesler Street, a distance of one hundred eighty-four and 50/100 (184.50'+) feet more or less to its intersection with said westerly line of Courtland Street, said point also being the point and place of beginning.

The last mentioned course making an interior angle of ninety degrees, no minutes, no seconds (90°-00'-00") with the first mentioned.

The above described parcel contains thirty-four thousand, nine hundred (34,900 sq. ft.+) square feet of land, more or less.

Form Approved  
GSA No. 101-02U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT PROGRAM

Project & Activity Description (1)	Related Objective (2)	Environmental Review Status (3)	Census Tract/Or Enumeration District (4)	ESTIMATED COST (\$000)			Estimated Other (Funds) Sources of Funds	
				Current Program Year (5a)	Subsequent Program Year (5b)	Amount (5c)	Source (5d)	Amount (5e)
<b>FEDERAL HILL HOUSE COMMUNITY PROJECT</b>  The objective is to construct a neighborhood facility on city owned property to serve the Federal Hill neighborhood of Providence. The site is located on Courtland Street between Casler and Fall Streets, and is 34,690 sq. ft. in size. The building will consist of approximately 11,000 sq. ft. of floor area in one story.	C-10	Assessments	10	\$340,000		\$35,000	Federal Hill House	
			MAJOR COST ITEMS					
			Cost of building materials	\$240,000				
			Labor costs	150,000				
			Architectural and consulting fees	36,000				
			TOTAL	\$426,000				

# SITE PLAN

## EXHIBIT B

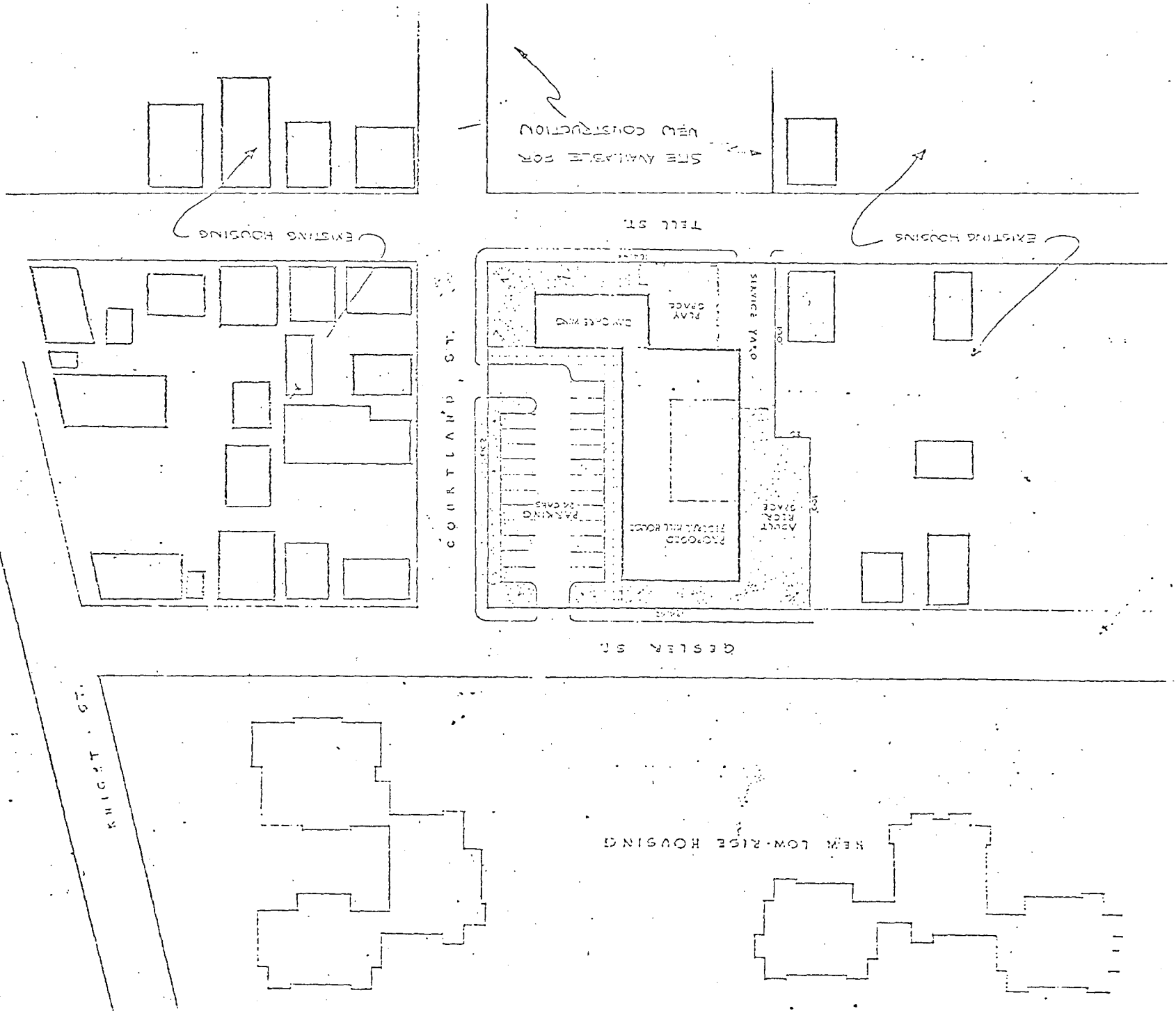


EXHIBIT C

THIS INDENTURE OF LEASE dated this            day of            ,  
1976, by and between City of Providence, a Rhode Island municipal  
corporation (hereinafter referred to as "Landlord") and Federal  
Hill House Association, a Rhode Island non-business corporation  
(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 re-  
ceipt 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 improve-  
ments 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 fifty (50) years, commencing on 1976 and ending on , the Tenant yielding and paying the rents provided in Article III. 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 21.01 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 (except the taxes of Landlord referred to in Section 4.02 of Article IV hereof) 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 (as defined in Article IV hereof), 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

##### PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 4.01. Tenant shall pay (except as hereinafter in Section 4.02 hereof provided), before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all taxes, assess-

ments, water and sewer rents, rates and charges, transit taxes, county taxes, charges for public utilities, excises, levies, vault and all other license and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time prior to or during the term of this lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Demised Premises or any part thereof or any appurtenance thereto, the rent and income received by Tenant from subtenants, any use or occupation of the Demised Premises, and such franchises as may be appurtenant to the use of the Demised Premises, this transaction or any document to which Tenant is a party, creating or transferring an interest or estate in the Demised Premises, (all such taxes, assessments, water and sewer rents, rates and charges, transit taxes, county taxes, charges for public utilities, excises, levies, vault and all other license and permit fees and other governmental charges being hereinafter referred to as "Impositions", and any one of the same being hereinafter referred to as an "Imposition"); provided, however, that

(a) if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the term of this lease as the same respectively become

due and before any fine, penalty, further interest or cost may be added thereto; provided, however, that the amount of all installments of any such Imposition, which are to become due and payable after the expiration of the term of this lease, shall be deposited with Landlord for such payment on the date which shall be one (1) year immediately prior to the date of such expiration; and

(b) any Imposition, other than Impositions which have been converted into installment payments by Tenant, as referred to in paragraph (a) of this Section 4.01, relating to a fiscal period of the taxing authority, a part of which period is included within the term of this lease and a part of which is included in a period of time after the expiration of the term of this lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Demised Premises, or shall become payable, during the term of this lease) be adjusted between Landlord and Tenant as of the expiration of the term of this lease, so that Tenant shall pay that portion of such Imposition which that part of such fiscal period included in the period of time before the expiration of the term of this lease bears to such fiscal period, and Landlord shall pay the remainder thereof, provided, however, that Tenant shall not be entitled to receive any apportionment, if Tenant shall be in default in the performance of any of the Tenant's cove-

nants, agreements and undertakings in this lease provided.

Section 4.02. Tenant will furnish to Landlord, within thirty days after the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence satisfactory to Landlord, evidencing the payment thereof. The failure of Tenant to furnish Landlord with such receipts, or other evidence, shall not be deemed a default, unless Tenant fails to comply within thirty days after any written request therefor by Landlord.

Section 4.03. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 4.01 and 4.03 hereof, Tenant may postpone or defer payment of such Imposition if

(a) neither the Demised Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and

(b) Tenant shall have deposited with Landlord the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Demised Premises or any part thereof in such proceedings.

Upon the termination of any such proceedings, Tenant

shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and, upon such payment, Landlord shall return, without interest, any amount deposited with it with respect to such Imposition as aforesaid, or, at the written request of Tenant, Landlord shall make available to Tenant, upon such reasonable conditions as Landlord may prescribe, the amount of such deposit for the making of such payment as aforesaid. If, at any time during the continuance of such proceedings, Landlord shall deem the amount deposited as aforesaid insufficient, Tenant shall, upon demand, make an additional deposit, as aforesaid, of such additional sum as Landlord reasonably may request, and upon failure of Tenant so to do, the amount theretofore deposited may be applied by Landlord to the payment, removal and discharge of such Imposition, and the interest and penalties in connection therewith and any costs, fees or other liability accruing in any such proceedings, and the balance, if any, shall be returned to Tenant.

Tenant shall have a right to seek a reduction in the valuation of the Demised Premises assessed for tax purposes and to prosecute any action or proceeding heretofore commenced by Tenant. To the extent to which any tax refund payable as a result of any proceeding in the nature of certiorari which Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by Tenant and shall not relate to a period as to which apportionment thereof has been

made with Landlord, Tenant shall be authorized to collect the same, subject to Tenant's obligation to reimburse Landlord forthwith for any expenses and fees incurred by Landlord in connection therewith. Landlord may at its own expense, if it shall so desire, endeavor at any time or times to obtain a lowering of the assessed valuation upon the Demised Premises or any part thereof for the purpose of reducing taxes thereon, and in such event, Tenant will co-operate in effecting such a reduction.

Section 4.04. Landlord shall not be required to join in any proceedings referred to in Section 4.03 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Demised Premises, in which event Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify and save harmless Landlord from any such costs and expenses. Except as otherwise provided in this lease, Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

Section 4.05. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, or non-payment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certifi-

cate, advice or bill.

Section 4.06. Landlord appoints Tenant the attorney-in-fact of Landlord for the purpose of making all payments to be made by Tenant pursuant to any of the provisions of this lease to persons or entities other than Landlord. In case any person or entity to whom any sum is directly payable by Tenant under any of the provisions of this lease shall refuse to accept payment of such sum from Tenant, Tenant shall thereupon give written notice of such fact to Landlord and shall pay such sum directly to Landlord at the home office of Landlord or at such place or to such agent as Landlord from time to time may designate to Tenant, and Landlord shall thereupon pay such sum to such person or entity.

#### ARTICLE V

#### INSURANCE

Section 5.01. 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 from time to time (but not more frequently

than once in any 24 calendar months) 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 V.

Section 5.02. 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) war risk insurance upon the Building as and when such insurance is obtainable from the United States of America, or any agency or instrumentality thereof, in an amount equal to the lesser of "full replacement cost" thereof or in the maximum amount of insurance obtainable.

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

(e) 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 5.03. 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 V, shall be for the mutual benefit of Landlord and Tenant and shall be subject to all other provisions of this Article V and of Article VII hereof.

Section 5.04. All insurance provided for in this Article V 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 V, 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 5.05. All policies of insurance provided for in Sections 5.01 and 5.02 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 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 5.06. 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 5.02 and in paragraph (h) of Section 7.01 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 5.02, and Tenant shall refuse to comply with any such request or requirement, the dispute shall be submitted to arbitration as provided in Article XXXI 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 5.02 and in paragraph (h) of Section 7.01 hereof.

ARTICLE VI

REPAIRS AND MAINTENANCE OF THE PROPERTY

Section 6.01. 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 VI, 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 shoring 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 6.02. The necessity for and adequacy of repairs to the Building pursuant to Section 6.01 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 6.03. 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 6.04. 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 6.05. 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 XXXI hereof.

#### ARTICLE VII

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

Section 7.01. 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 XIII or XIV 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.

(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 of all municipal departments and governmental subdivisions 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 such architect and/or engineer 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 govern 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 of such payment, shall be delivered to Landlord.

(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 Sections 13.02 and 14.04 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 VIII

##### REQUIREMENTS OF PUBLIC AUTHORITY

Section 8.01. 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 VIII.

Section 8.02.. 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 8.01 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 8.03. 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 IX

##### COVENANT AGAINST LIENS

Section 9.01. 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 X

##### ACCESS TO PREMISES

Section 10.01. 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.

ARTICLE XI

SURRENDER

Section 11.01. 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.

ARTICLE XII

WAIVERS

Section 12.01. 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 XIII

DAMAGE OR DESTRUCTION

Section 13.01. 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 VIII hereof. Such restoration, repairs, replacements, rebuilding or alteration shall be commenced promptly and prosecuted with all reasonable diligence, unavoidable delays excepted.

Section 13.02. All insurance money paid to the Landlord 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 7.01 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.

Section 13.03. 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 13.04. If within five years 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 XIV

#### CONDEMNATION

Section 14.01. In the event that the Demised Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain, the Landlord shall be entitled collect from any condemnor the entire award that may be made in any such proceedings without deduction therefrom for any estate hereby vested in or owned by Tenant, subject to Tenant's rights as set forth herein. Tenant agrees to execute any and all further documents that may be required in order to facilitate collection by Landlord of any and all such awards. Tenant, in

cooperation with Landlord, shall have the right to participate in any condemnation proceedings for the purpose of protecting Tenant's interest hereunder.

Section 14.02. At any time during the term of this lease, if title to the whole or materially all of the Demised Premises shall be taken by the exercise of the right of condemnation and eminent domain, or by agreement between Landlord and those authorized to exercise such right, this lease shall terminate and expire on the date of such taking. For purposes of this Section 14.02 "materially all of the Demised Premises" shall be deemed to have been taken if a portion of the Demised Premises not so taken cannot be so repaired or reconstructed as to constitute a complete structure capable of being used for the purposes set forth in Article XV hereof.

Section 14.03. In the event of a taking of the whole or materially all of the Demised Premises at any time during the term of this lease, the right of the Landlord and Tenant to share in the net proceeds of any award received by the Landlord for land, buildings and improvements and damages of any such taking shall be as follows and in the following order of priority:

- (a) To the Landlord % of the total award.
- (b) The balance to the Tenant.

Section 14.04. If at any time during the term of this lease title to less than all or materially all of the Demised Premises shall be taken as aforesaid, all of the award or awards collected by Landlord pursuant to Section 14.01 of this lease, shall be held by Landlord and applied and paid over towards the cost of demolition, repair and restoration, substantially in the same

manner and subject to the same conditions as those provided in Article XIII hereof, with respect to insurance and other moneys. Any balance remaining in the hands of the Landlord after payment of such costs of demolition, repair or restoration as aforementioned, shall be divided in accordance with Section 14.03 hereof. In the event that the cost of such demolition, repairs and restoration shall be estimated to exceed the amount collected by Landlord, Tenant shall have the option of terminating this lease upon 30 days' written notice to the Landlord. Landlord agrees that in the event that all or materially all of the Demised Premises shall be condemned by it acting in its governmental capacity that Tenant shall nevertheless be entitled to the sum described in Section 14.03 hereof, determined as if Landlord were a private individual and not a municipality.

Section 14.05. In the event of any dispute between Landlord and Tenant as to whether or not materially all of the Demised Premises have been taken, or as to the collection of any awards pursuant to this Article XIV, such matters shall be determined as provided in Article XXX hereof.

#### ARTICLE XV

##### USE, SUB-LEASES AND TRANSFER

##### OF TENANT'S INTEREST

Section 15.01. During the term of this lease Tenant shall use the Demised Premises for the maintenance and operation of a neighborhood settlement house and for no other use or purpose.

Section 15.02. 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 or in any rentals under any sub-lease shall be sold, assigned, transferred or otherwise disposed of whether by operation of law or otherwise, nor shall the Demised Premises or any portion thereof be sublet.

#### ARTICLE XVI

##### CONDITIONAL LIMITATIONS OF DEFAULT

Section 16.01. 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 within 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 dis-

solution 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 16.02. 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 summary proceedings, ejectment or otherwise, 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 XVII

#### INDEMNIFICATION

Section 17.01. 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.

Section 17.02. Except for affirmative acts or negligence of the Landlord or Landlord's officers, agents, servants, employees, or contractors, Landlord shall not be responsible or liable for any damage to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sub-lessees.

#### ARTICLE XVIII

##### QUIET ENJOYMENT

Section 18.01. 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 XIX

##### BROKER

Section 19.01 The parties agree that no broker or other person has procured this lease or is entitled to a fee or commis-

sion 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 XX

##### DISCRIMINATION

Section 20.01. 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 XXI

##### NOTICES

Section 21.01. 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:        Federal Hill House Association  
  
                         Providence, Rhode Island  
                         Attn: Executive Director

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 XXII

##### CERTIFICATES

Section 22.01. 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 mortgagee 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 so, 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 part 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 XXIII

#### REPRESENTATIONS

Section 23.01. 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, express or implied, have been made by or on behalf of Landlord 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 XXIV

##### GOVERNING LAW

Section 24.01. This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

#### ARTICLE XXV

##### PARTIAL INVALIDITY

Section 25.01. 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 XXVI

##### SHORT FORM LEASE

Section 26.01. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instru-

ment, 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 XXVII

##### INTERPRETATION

Section 27.01. 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 XXVIII.

##### ENTIRE AGREEMENT

Section 28.01. 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 XXIX

##### CAPTIONS

Section 29.01. 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 XXX

##### SUCCESSORS AND ASSIGNS

Section 30.01. 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 XXXI

ARBITRATION

Section 32.01. 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 \_\_\_\_\_

FEDERAL HILL HOUSE ASSOCIATION

By \_\_\_\_\_